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

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of The Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): August 3, 2021**

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**The New Home Company Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36283**  
(Commission  
File Number)

**27-0560089**  
(IRS Employer  
Identification No.)

**6730 N Scottsdale Rd., Suite 290, Scottsdale, Arizona**  
(Address of principal executive offices)

**85253**  
(Zip Code)

**(602) 767-1426**  
Registrant's telephone number, including area code

**Not Applicable**  
(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	NWHM	New York Stock Exchange

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

Emerging growth company

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

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**Item 1.01 Entry Into a Material Definitive Agreement**

As previously disclosed, on July 23, 2021, The New Home Company Inc., a Delaware corporation (the “Company”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Newport Holdings, LLC, a Delaware limited liability company (“Parent”) which is controlled by funds managed by affiliates of Apollo Global Management, Inc., and Newport Merger Sub, Inc., a Delaware corporation and a wholly owned, direct subsidiary of Parent (“Merger Sub”). In connection with the transactions related to the Merger Agreement, on July 26, 2021, Merger Sub launched a consent solicitation (the “Consent Solicitation”) from registered holders (“Holders”) of the Company’s 7.250% Senior Notes due 2025 (the “Notes”) to certain amendments (the “Amendments”) to the Indenture, dated as of October 28, 2020, by and among the Company, the subsidiary guarantors of the Company party thereto (the “Guarantors”) and U.S. Bank National Association as trustee, as supplemented by the First Supplemental Indenture dated as of February 24, 2021, the Second Supplemental Indenture dated as of March 9, 2021, the Officer’s Certificate dated as of February 24, 2021 and by the Global Security for the 7.250% Senior Notes due 2025, as further amended or supplemented (the “Indenture”), to eliminate the requirement to make a “Change of Control Offer” with respect to the Notes in connection with the Merger (as defined in the Merger Agreement) and to make certain other customary changes for a privately-held company to the “Change of Control” provisions in the Notes.

In connection with the Consent Solicitation, on August 3, 2021, the Company and each of the Guarantors entered into that certain Third Supplemental Indenture (the “Third Supplemental Indenture”) to the Indenture, which, when it becomes operative, will effectuate the Amendments.

The Amendments and the Third Supplemental Indenture will not become operative unless and until the satisfaction or waiver by Merger Sub of all conditions to the Consent Solicitation and Merger Sub (or its successor in the Merger) provides notice to Ipreo LLC, the information and tabulation agent for the Consent Solicitation, that it will pay the requisite consent fee, which will not occur until the Merger has been closed. If and when the Amendments become operative, all current Holders, including non-consenting Holders, will be subject to the terms of the Indenture as modified by the Third Supplemental Indenture.

The foregoing description of the Amendments and the Third Supplemental Indenture are not complete and are qualified in their entirety by reference to the Third Supplemental Indenture, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K (this “Report”) and incorporated herein by reference.

**Item 3.03 Material Modification of Rights to Security Holders.**

The information set forth in Item 1.01 is incorporated by reference herein as such information relates to the Notes.

**Item 7.01 Regulation FD Disclosure.**

On August 4, 2021, Merger Sub issued a press release announcing the receipt of the requisite consents in connection with the Consent Solicitation. A copy of the press release is attached hereto as Exhibit 99.1.

The information in this Report (including Exhibit 99.1) is furnished pursuant to Item 7.01 and shall not be deemed “filed” for purposes of the Exchange Act or otherwise subject to the liabilities of the Exchange Act. The information in this Report will not be deemed an admission as to the materiality of any information required to be disclosed solely to satisfy the requirements of Regulation FD.

**Item 8.01 Other Events.**

On August 3, 2021, pursuant to the terms of the Merger Agreement, upon the execution of Third Supplemental Indenture, the Marketing Period (as such term is defined in the Merger Agreement) was completed.

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## FORWARD-LOOKING STATEMENTS

This document includes forward-looking statements which reflect management's current views and estimates regarding the ability of the parties to complete the proposed transaction and the expected timing of completion of the proposed transaction, among other matters. The words "anticipate", "assume", "believe", "continue", "could", "estimate", "expect", "forecast", "future", "guidance", "imply", "intend", "may", "outlook", "plan", "potential", "predict", "project", and similar terms and phrases are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. The Company cannot assure investors that future developments affecting the Company will be those that it has anticipated. Actual results may differ materially from these expectations due to uncertainties related to the timing and expected financing of the tender offer and the merger; uncertainty surrounding how many of the Company's stockholders will tender their shares in the tender offer; the possibility that any or all of the various conditions to the consummation of the tender offer, including the failure to receive required regulatory approvals from any applicable governmental entities, may not be satisfied or waived in a timely manner, if at all; the possibility of business disruptions due to transaction-related uncertainty; the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; and other risks and uncertainties including those identified under the heading "Risk Factors" in the Company's most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, each of which are filed with the SEC and available at [www.sec.gov](http://www.sec.gov), and other filings that the Company may make with the SEC in the future. If one or more of these risks or uncertainties materialize, or if any of the Company's assumptions prove incorrect, the Company's actual results may vary in material respects from those projected in these forward-looking statements. Any forward-looking statement made by the Company in this document speaks only as of the date hereof. Factors or events that could cause the Company's actual results to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company does not undertake and specifically disclaims any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by any applicable securities laws.

## IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT

The tender offer for the outstanding shares of common stock of the Company has not yet commenced. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of the Company's common stock. The solicitation and offer to buy shares of the Company's common stock will only be made pursuant to the tender offer materials that Merger Sub intends to file with the SEC. At the time the tender offer is commenced, Merger Sub will file a tender offer statement on Schedule TO with the SEC, and the Company will file a solicitation/recommendation statement on Schedule 14D-9 with respect to the tender offer. **THE COMPANY'S STOCKHOLDERS ARE ADVISED TO READ THE SCHEDULE TO (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND OTHER OFFER DOCUMENTS) AND THE SCHEDULE 14D-9, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES THERETO.** Both the tender offer statement and the solicitation/recommendation statement will be mailed to the Company's stockholders free of charge. Investors and stockholders may obtain free copies of the Schedule TO and Schedule 14D-9, as each may be amended or supplemented from time to time, and other documents filed by the parties (when available) at the SEC's web site at [www.sec.gov](http://www.sec.gov), by contacting 'the Company's Investor Relations either by telephone at (949) 382-7838, e-mail at [investorrelations@nwhm.com](mailto:investorrelations@nwhm.com) or on 'the Company's website at [www.NWHM.com](http://www.NWHM.com).

### Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	<a href="#">Third Supplemental Indenture, dated August 3, 2021, among the Company, the guarantors from time to time party thereto, and U.S. Bank National Association, as trustee.</a>
99.1	<a href="#">Press Release, dated August 4, 2021</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 4, 2021

**THE NEW HOME COMPANY, INC.**

By: /s/ John M. Stephens

Name: John M. Stephens

Title: Executive Vice President and Chief Financial Officer

**THIRD SUPPLEMENTAL INDENTURE**

THIRD SUPPLEMENTAL INDENTURE (this "Third Supplemental Indenture"), dated as of August 3, 2021, among The New Home Company Inc. (or its permitted successor), a Delaware corporation (the "Company"), the guarantors party hereto (the "Guarantors") and U.S. Bank National Association, as trustee under the Indenture referred to below (in such capacity, the "Trustee").

**RECITALS**

WHEREAS, the Company and the Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of October 28, 2020 (as supplemented by the First Supplemental Indenture dated as of February 24, 2021, the Second Supplemental Indenture dated as of March 9, 2021, the Officer's Certificate dated as of February 24, 2021 and by the Global Security for the 7.250% Senior Notes due 2025, the "Indenture"), providing for the issuance of the Company's 7.250% Senior Notes due 2025 (the "Notes") and the related guarantees of the Notes;

WHEREAS, Section 9.02 of the Indenture provides, *inter alia*, that, in certain circumstances, the Company, the Guarantors and the Trustee may amend the Indenture and the Notes with the consent of the holders of at least a majority in aggregate principal amount of the Notes then outstanding (the "Requisite Consents");

WHEREAS, Newport Merger Sub Inc., a Delaware corporation (the "Offeror"), has distributed a Consent Solicitation Statement, dated July 26, 2021 (the "Consent Statement"), to the holders of the Notes in connection with the solicitation of such holders' consents (the "Consents") to certain proposed amendments to the Indenture as further described in the Consent Statement (the "Proposed Amendments");

WHEREAS, in accordance with the terms and conditions set forth in the Consent Statement, the holders of more than a majority in aggregate principal amount of the Notes outstanding (excluding any Notes owned by the Company or its Affiliates) have validly provided Consents and have not validly withdrawn their Consents to the adoption of the Proposed Amendments set forth in this Third Supplemental Indenture in accordance with the provisions of the Indenture, and evidence of such consents has been provided by the Offeror to the Trustee and the Company;

WHEREAS, the Company has approved the Proposed Amendments;

WHEREAS, with the Offeror having received the Requisite Consents from the holders of the outstanding Notes, the Company desires to amend the Indenture and the Notes pursuant to Section 9.02 of the Indenture (the "Amendment");

WHEREAS, pursuant to Article 9 of the Indenture, the Trustee is authorized to execute and deliver this Third Supplemental Indenture;

WHEREAS, in accordance with Section 9.06 of the Indenture, the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel with respect to this Third Supplemental Indenture on the date hereof;

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WHEREAS, the Company has requested that the Trustee join in the execution of this Third Supplemental Indenture;

WHEREAS, the Company has satisfied all conditions precedent, if any, provided under the Indenture to enable the Company, the Guarantors and the Trustee to enter into this Third Indenture; and

WHEREAS, all other conditions and requirements necessary to make this Third Supplemental Indenture a valid, binding and legal instrument enforceable in accordance with its terms have been performed and fulfilled by the parties hereto, and the execution and delivery hereof have been in all respects duly authorized by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

## **ARTICLE I Defined Terms**

SECTION 1.1 Capitalized Terms. Capitalized terms used herein without being defined herein shall have the meanings assigned to them in the Indenture or the Notes, as applicable.

SECTION 1.2 Certain Definitions. Any definitions used exclusively in the provisions of the Indenture or Notes that are deleted pursuant to the amendments set forth in this Supplemental Indenture, and any definitions used exclusively within such definitions, are hereby deleted in their entirety from the Indenture and the Notes.

## **ARTICLE II Amendments to the Indenture and the Notes**

SECTION 2.1 The Indenture and the Notes (for the avoidance of doubt, including the Global Security for the 7.250% Senior Notes due 2025) are hereby amended as follows:

A. The Indenture (for the avoidance of doubt, including the Global Security for the 7.250% Senior Notes due 2025) is hereby amended by adding the following sentence to the end of the definition of “Change of Control” in the Indenture:

Notwithstanding the foregoing, a “Change of Control” will not occur or be deemed to occur or have occurred (i) in connection with the Acquisition or (ii) at any time so long as (1) the Permitted Holders directly or indirectly beneficially own a majority of the voting power of the Company’s Voting Stock or (2) no other Person, other than the Permitted Holders, beneficially owns a majority of the voting power of the Company’s Voting Stock.

B. The Indenture (for the avoidance of doubt, including the Global Security for the 7.250% Senior Notes due 2025) is hereby amended by replacing the definition of “Permitted Holders” in the Indenture:

“Permitted Holders” means, at any time, (i) one or more investment funds affiliated with, controlled by or managed by Apollo Global Management, Inc. and any of their respective Affiliates other than any portfolio companies (collectively, the “Apollo Sponsors”) and (ii) any Person that forms a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) with the Apollo Sponsors; provided that, collectively, the Apollo Sponsors control a majority of the voting power of the voting stock beneficially owned by such group.

C. The Indenture (for the avoidance of doubt, including the Global Security for the 7.250% Senior Notes due 2025) is hereby amended by adding the following definition in the proper alphabetical order to the list of defined terms in the Indenture:

“Acquisition” means the acquisition of the Company and the related transactions pursuant to the Agreement and Plan of Merger, dated July 23, 2021, as further amended, supplemented, waived or otherwise modified from time to time, by and among the Company, Newport Holdings, LLC and Newport Merger Sub, Inc., which provides that Newport Merger Sub, Inc. will merge with and into the Company (the “Merger”), with the Company continuing as the surviving corporation in the Merger.

### **ARTICLE III**

#### **Effectiveness**

SECTION 3.1 Effectiveness. This Third Supplemental Indenture shall become a valid, binding and legal agreement enforceable in accordance with its terms between the parties hereto and effective when executed by the parties hereto. The amendments to the Indenture and the Notes set forth herein shall become operative only at the first time and date at which the Offeror has paid the Consent Fee (as defined in the Consent Statement) to each Holder (or its Duly Designated Proxy (as defined in the Consent Statement)) entitled thereto in accordance with the Consent Statement.

### **ARTICLE IV**

#### **Miscellaneous**

SECTION 4.1 Incorporation. All provisions of this Third Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture and the Notes.

SECTION 4.2 Third Parties. Nothing in this Third Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors under the Indenture and the holders of the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture.

SECTION 4.3 Governing Law. THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 4.4 Counterparts. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or electronic (including in “.pdf” or “.tif” format) transmissions shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (including in “.pdf” or “.tif” format) shall be deemed to be their original signatures for all purposes.

SECTION 4.5 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 4.6 Successors. All covenants and agreements in this Third Supplemental Indenture by the parties hereto shall bind their respective successors and assigns and inure to the benefit of their permitted successor and assigns, whether so expressed or not.

SECTION 4.7 Severability Clause. In case any provision in this Third Supplemental Indenture shall be invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 4.8 Ratification of Indenture; Third Supplemental Indenture; Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Company hereby expressly reaffirms each of its obligations to indemnify the Trustee and hold the Trustee harmless pursuant to Section 7.07 of the Indenture in connection with the Trustee’s execution and delivery of this Third Supplemental Indenture.

SECTION 4.9 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

*[Remainder of page intentionally left blank.]*



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IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, all as of the date first above written.

**THE NEW HOME COMPANY INC.**

By: /s/ John M. Stephens

Name: John M. Stephens

Its: Executive Vice President & Chief Financial Officer

[Signatures continue on the following page]

*[Signature page to Third Supplemental Indenture]*

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**GUARANTORS**

TNHC REALTY AND CONSTRUCTION INC.

a Delaware corporation

THE NEW HOME COMPANY SOUTHERN CALIFORNIA  
LLC

a Delaware limited liability company

THE NEW HOME COMPANY NORTHERN CALIFORNIA  
LLC

a Delaware limited liability company

TNHC LAND COMPANY LLC

a Delaware limited liability company

TNHC ARIZONA LLC

a Delaware limited liability company

TNHC-SANTA CLARITA GP, LLC

a Delaware limited liability company

TNHC SAN JUAN LLC

a Delaware limited liability company

LR8 INVESTORS, LLC

a Delaware limited liability company

LR8 OWNER, LLC

a Delaware limited liability company

TNHC-CALABASAS GP LLC

a Delaware limited liability company

TNHC GROVE INVESTMENT LLC

a Delaware limited liability company

TNHC CANYON OAKS LLC

a Delaware limited liability company

TNHC-ARANTINE GP LLC

a Delaware limited liability company

By: /s/ John M. Stephens

Name: John M. Stephens

Its: Chief Financial Officer

[Signatures continue on the following page]

*[Signature page to Third Supplemental Indenture]*

**GUARANTORS *cont.***

LARKSPUR LAND 8 OWNER, LLC  
a Delaware limited liability company  
LARKSPUR LAND 8 INVESTORS, LLC  
a Delaware limited liability company  
DMB/TNHC LLC  
a Delaware limited liability company  
TNHC TIDELANDS LLC  
a Delaware limited liability company  
TNHC ARIZONA MARKETING LLC  
a Delaware limited liability company  
TNHC HOLDINGS LLC,  
a Delaware limited liability company  
TNHC HOLDINGS 1 LLC,  
a Delaware limited liability company

By: /s/ John M. Stephens  
Name: John M. Stephens  
Its: Chief Financial Officer

TNHC COLORADO INC.,  
a Delaware corporation  
Members of the Board of Directors

By: /s/ Leonard Miller  
Leonard Miller

By: /s/ John Stephens  
John Stephens

By: /s/ Miek Harbur  
Miek Harbur

*[Signature page to Third Supplemental Indenture]*

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**GUARANTORS *cont.***

EHWP LLC,  
a Colorado limited liability company  
EHPP LLC,  
a Colorado limited liability company  
EHTCV LLC,  
a Colorado limited liability company  
EPIC HOMES AT ANTHEM HIGHLANDS LLC,  
a Colorado limited liability company  
THE ORCHARD GROUP LLC,  
a Colorado limited liability company

By: TNHC COLORADO INC.  
a Delaware corporation as Sole Manager

By: /s/ John Stephens

Name: John Stephens  
Its: Chief Financial Officer

[Signatures continue on the following page]

*[Signature page to Third Supplemental Indenture]*

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**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**

By: /s/ Donald T. Hurrelbrink  
Name: Donald T. Hurrelbrink  
Title: Vice President

*[Signature page to Third Supplemental Indenture]*

**Newport Merger Sub, Inc. announces successful receipt of requisite consents relating to The New Home Company Inc.'s 7.250% Senior Notes due 2025**

**New York, NY, August 4, 2021** – Newport Merger Sub, Inc. (the “Merger Sub”), an affiliate of certain investment funds managed by affiliates of Apollo Global Management, Inc. (together with its consolidated subsidiaries, “Apollo”), has received the requisite consents to amend certain terms of the Indenture, dated as of October 28, 2020, by and among The New Home Company Inc. (“The New Home Company”), the guarantors party thereto and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the First Supplemental Indenture dated as of February 24, 2021, the Second Supplemental Indenture dated as of March 9, 2021, the Officer’s Certificate dated as of February 24, 2021 and by the Global Security for the 7.250% Senior Notes due 2025, as further amended or supplemented (the “Indenture”) governing The New Home Company’s 7.250% Senior Notes due 2025 (the “Notes”) in connection with the previously announced solicitation of consents (the “Consent Solicitation”) from holders of the Notes.

As of 5:00 p.m., New York City time, on August 3, 2021, the Merger Sub has been advised by Ipreo LLC, as the information and tabulation agent for the Consent Solicitation, that consents were delivered and not revoked in respect of \$280,909,000 principal amount, or approximately 98.56%, of the outstanding \$285,000,000 aggregate principal amount of Notes, excluding any Notes owned by The New Home Company or any of its affiliates. As a result, the requisite consent of noteholders was obtained and The New Home Company and the Trustee entered into the third supplemental indenture described in the Consent Solicitation Statement.

The Consent Solicitation was conducted in connection with the previously announced merger agreement, pursuant to which, among other things, Newport Holdings, LLC, the parent of Merger Sub, has agreed to acquire The New Home Company (the “Merger”). The Merger would constitute a “Change of Control” under the Notes. The amendments, which will not become operative until Merger Sub pays the consent fee in accordance with the terms of the Consent Solicitation, will eliminate the requirement for The New Home Company to make a “Change of Control Offer” with respect to the Notes in connection with the Merger and would make certain other customary changes for a privately-held company to the “Change of Control” provisions in the Notes.

This announcement does not constitute an offer to sell any securities or the solicitation of an offer to purchase any securities.

J.P. Morgan Securities LLC, RBC Capital Markets, LLC, Credit Suisse Securities (USA) LLC, BNP Paribas Securities Corp. and Apollo Global Securities, LLC acted as solicitation agents (the “Solicitation Agents”) for the Consent Solicitation. Ipreo LLC acted as the information and tabulation agent for the Consent Solicitation.

Requests for documentation may be directed to Ipreo LLC at (212) 849-3880; toll free (888) 593-9546 (for brokers and banks), or email at [ipreo-consentSolicitation@ihsmarkit.com](mailto:ipreo-consentSolicitation@ihsmarkit.com).

Questions or requests for assistance in relation to the Consent Solicitation may be directed to the Solicitation Agents at (866) 834-4666 for J.P. Morgan Securities LLC, (877) 381-2099 for RBC Capital Markets, LLC, (800) 820-1653 for Credit Suisse Securities (USA) LLC, (888) 210-4358 for BNP Paribas Securities Corp. or (212) 515-3200 for Apollo Global Securities, LLC.

#### **About Apollo**

Apollo is a high-growth, global alternative asset manager. We seek to provide our clients excess return at every point along the risk-reward spectrum from investment grade to private equity with a focus on three business strategies: yield, hybrid and opportunistic. Through our investment activity across our fully integrated platform, we serve the retirement income and financial return needs of our clients, and we offer innovative capital solutions to businesses. Our patient, creative, knowledgeable approach to investing aligns our clients, businesses we invest in, our employees and the communities we impact, to expand opportunity and achieve positive outcomes. As of March 31, 2021, Apollo had approximately \$461 billion of assets under management. To learn more, please visit <http://www.apollo.com>.

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**Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of applicable federal securities laws. The forward-looking statements include, without limitation, statements concerning the Consent Solicitation. Forward-looking statements involve risks and uncertainties, including but not limited to economic, competitive, and technological factors outside Merger Sub's or The New Home Company's control that may cause actual results to differ materially from the forward-looking statements. You should not place undue reliance on forward-looking statements as a prediction of actual results. Merger Sub expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in expectations or events, conditions or circumstances on which any such statements are based.

**Apollo Contacts:**

For investor inquiries regarding Apollo, please contact:

Peter Mintzberg  
Head of Investor Relations  
Apollo Global Management, Inc.  
212-822-0528  
APOInvestorRelations@apollo.com

For media inquiries please contact:

Joanna Rose  
Global Head of Corporate Communications  
Apollo Global Management, Inc.  
(212) 822-0491  
Communications@apollo.com