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**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): June 12, 2011**

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**BEAZER HOMES USA, INC.**

(Exact name of registrant as specified in its charter)

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

**001-12822**  
(Commission  
File Number)

**54-2086934**  
(IRS Employer  
Identification No.)

**1000 Abernathy Road, Suite 1200**

**Atlanta Georgia 30328**

(Address of Principal  
Executive Offices)

**(770) 829-3700**

(Registrant's telephone number, including area code)

**None**

(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))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 13, 2011, Beazer Homes USA, Inc. (the “Company”) announced that Allan P. Merrill had been appointed President and Chief Executive Officer of the Company and Robert L. Salomon had been appointed Executive Vice President and Chief Financial Officer of the Company. Mr. Merrill also has been elected to serve as a director effective June 12, 2011. Mr. Salomon will continue to serve as the Company’s Chief Accounting Officer. Mr. Merrill succeeds Ian J. McCarthy who is leaving the Company and has resigned from the Company’s board of directors.

Prior to his appointment as President and Chief Executive Officer, Mr. Merrill, age 44, served as the Company’s Executive Vice President and Chief Financial Officer. Prior to joining the Company, Mr. Merrill held both strategic and operational leadership roles with Move, Inc. Before that, Mr. Merrill worked for approximately 13 years for Dillon Read & Co. Inc., and its successors, including UBS, where he managed the firm’s Housing, Construction and Building Materials group. In that capacity, Mr. Merrill served as lead adviser to the Company on its initial public offering in 1994 and on several major acquisitions.

Prior to his appointment as Executive Vice President and Chief Financial Officer, Mr. Salomon, age 50, served as the Company’s Senior Vice President and Chief Accounting Officer and Controller. Prior to joining the Company in 2008, Mr. Salomon served as Chief Financial Officer and Treasurer of Ashton Woods Homes for almost ten years and served with MDC Holdings, Inc, also a residential homebuilder, in various accounting and finance roles over a six year period.

Contractual arrangements for Mr. Merrill and Mr. Salomon will be disclosed within four business days of their respective determinations.

In connection with Mr. McCarthy’s departure as the Company’s President and Chief Executive Officer, the Company entered into a Separation Agreement with Mr. McCarthy on June 12, 2011 (the “Separation Agreement”), which confirms the severance benefits to which he is entitled under his Amended and Restated Employment Agreement, dated September 1, 2004, as amended (the “Employment Agreement”).

Mr. McCarthy’s Employment Agreement provides that upon termination from the Company other than for cause, he is to receive for each of the next three years, payable on a semi-monthly basis in accordance with his prior pay schedule, his current base salary (\$1.2 million) plus his average annual bonus for fiscal years 2008 through 2010 (\$549,368, hereinafter referred to as the “Average Annual Bonus”), provided that Mr. McCarthy is and remains in compliance with various employment covenants set forth in the Employment Agreement. In addition, within 30 days of his termination, Mr. McCarthy is to receive a lump sum payment of certain accrued obligations payable to him at the time of his termination, which include among other things, any compensation previously deferred and unpaid to him, any unpaid accrued vacation as well as a pro-rated amount of the Average Annual Bonus through the date of his termination. Mr. McCarthy also will continue to receive medical and welfare benefits at levels equal to those he currently receives for the shorter of either three years or until Mr. McCarthy becomes reemployed and receives medical and welfare benefits under another employer-provided plan. Any awards of stock options or restricted stock previously made to Mr. McCarthy will vest pursuant to the terms of the plans and award agreements applicable to such awards. The Company has agreed to pay up to \$10,000 in legal fees incurred by Mr. McCarthy in connection with his termination.

The Separation Agreement also contains a mutual non-disparagement provision between the Company and Mr. McCarthy and confirms that Mr. McCarthy will comply with and be bound by the non-competition, non-solicitation and confidentiality covenants contained in the Employment Agreement.

In connection with the Separation Agreement, Mr. McCarthy also delivered a Release Agreement to the Company, which provides for the general release of any claims he may have against the Company (the “Release”).

The above descriptions of the Separation Agreement and the Release are qualified in their entirety by reference to the copies of such agreements attached hereto as Exhibits 10.1 and 10.2, respectively.

In connection with the foregoing, the Company issued a press release on June 13, 2011, which is attached hereto as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

- 10.1 Separation Agreement by and between Ian J. McCarthy and the Company, dated June 12, 2011.
- 10.2 Release by Ian J. McCarthy to and in favor of the Company, made June 12, 2011.
- 99.1 Press Release of Beazer Homes USA, Inc., dated June 13, 2011.

**SIGNATURES**

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

BEAZER HOMES USA, INC.

Date: June 14, 2011

By: /s/ Kenneth F. Khoury

Kenneth F. Khoury

Executive Vice President and General Counsel

**SEPARATION AGREEMENT**

This Separation Agreement (this "Agreement") is made June 12, 2011 by and between Ian J. McCarthy (the "Executive") and Beazer Homes USA, Inc., a corporation formed under the laws of the State of Delaware (the "Company").

WHEREAS, the Executive and the Company are parties to an Amended and Restated Employment Agreement made effective as of September 1, 2004 (the "2004 Agreement") as amended by a First Amendment made effective as of February 3, 2006 (the "2006 Agreement") and a Second Amendment made effective as of December 31, 2008 (the "2008 Amendment") (together, the "Employment Agreement"); and

WHEREAS, the parties wish to confirm the termination of the Executive's employment with the Company and set forth their agreement as to certain payments, benefits, rights and obligations of the parties in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Termination of Employment and Resignation from Positions. The parties hereto hereby mutually agree that the Executive's employment with the Company will terminate as of the date hereof (the "Separation Date"). Accordingly, effective as of the Separation Date, the Executive shall no longer hold or have any positions, titles, duties, authorities and responsibilities with, arising out of or relating to his employment with the Company and its affiliates, and the Executive hereby resigns from the Company's Board of Directors. The Executive agrees to execute all additional documents and take such further steps as may be reasonably required to effectuate the foregoing.

2. Certain Payments and Benefits.

a. For purposes of determining the Executive's compensation and benefits, including, without limitation, the determination of the Executive's vested benefits with respect to equity awards, the parties hereby agree that the termination of Executive's employment is a termination by the Company "other than for Cause".

b. The Company agrees to pay and provide the benefits referred to in Section 6(a) of the 2004 Agreement, subject to the terms and conditions of such agreement.

c. The Executive has received various grants of stock options or restricted shares. The Executive's rights with respect to such awards shall be determined in accordance with the applicable plans and agreements.

d. The Company agrees to pay the Executive's legal fees (of up to \$10,000) incurred by Executive in connection with the Executive's termination of employment, including, without limitation, legal fees incurred in connection with the negotiation and implementation of this Settlement Agreement and the release ("Release") being signed contemporaneously herewith.

e. The Executive shall continue to have his existing rights under Delaware law and the By-Laws of the Company to indemnification and advancement of all expenses (including attorneys' and other professional fees and disbursements and court costs) actually and reasonably incurred, including but not limited to the rights as a Class 1 Indemnitee under Article XIV of the Fourth Amended and Restated By-Laws of the Company, which, in accordance with Section 8 of Article XIV, constitute a contract between the Company and the Executive.

Executive shall be responsible for payment of state and local income taxes applicable to him in connection with benefits received hereunder. The Company shall withhold income and the Executive's share of employment taxes from any such payments in accordance with the terms of the applicable plans and agreements or as otherwise required under applicable law.

Notwithstanding the foregoing, as a condition precedent to receiving such payments and benefits, Executive must, within forty-five (45) days after the Separation Date, execute and deliver to the Company (and not revoke) the Release which is Attachment A to this Separation Agreement. To the extent required in order to comply with Section 409A of the Internal Revenue Code, the payment date for any amounts that would otherwise be paid prior to expiration of the statutory revocation period shall be the first business day following expiration of such revocation period or such later date as required under Section 11 as added by the 2008 Amendment.

Notwithstanding anything to the contrary herein, neither this Separation Agreement nor the Release shall operate or be construed as a release or waiver or other limitation of (1) the Executive's rights under this Separation Agreement, (2) the Executive's rights to indemnification and advancement of legal and other fees under Delaware law or the By-Laws of the Company, (3) the Executive's right to reimbursement of legal fees (of up to \$10,000) incurred by Executive in connection with the Executive's termination of employment, including, without limitation, legal fees incurred in connection with the negotiation and implementation of this Settlement Agreement and the Release, (4) the Executive's rights to the payments and benefits described in the 2004 Agreement subject to Section 4 (ii) below, and (5) the Executive's rights with respect to outstanding stock options, restricted stock or other equity awards, determined in accordance with the terms of the applicable plan or agreement.

3. Obligations of Executive and the Company. The Executive agrees to satisfy any unsatisfied, legally binding obligations that he has incurred (prior to the Separation Date) to the Company and its subsidiaries. The Company shall promptly reimburse the Executive, subject to the requirements of its reimbursement policies applied consistently with prior practice for any business expenses incurred by the Executive prior to and not reimbursed as of the Separation Date. The Executive agrees to promptly return to the Company all property of the Company in his possession.

4. Obligations under the Employment Agreement. The parties hereto agree and acknowledge that (i) the provisions of Sections 7 through 11 of the 2004 Agreement shall survive the termination of the Executive's employment with the Company, and (ii) the Change in Control Agreement, as amended, as defined in Section 10(g) of the 2004 Agreement, is no longer of any force or effect.

5. Non-Disparagement. The Executive agrees not to defame or disparage the Company, its subsidiaries, and their affiliates, officers, directors, members, executives and employees, and the

Company will not, and agrees to cause its subsidiaries, affiliates, directors and executive officers not to, defame or disparage the Executive.

6. No Admission of Liability. This Agreement does not constitute an admission of liability or wrongdoing of any kind by the Company or the Executive.

7. General Provisions

a. *Heirs and Assigns.* This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by the Executive.

b. *Integration.* Except as otherwise specifically provided herein, this Agreement constitutes the entire understanding of the Company and the Executive with respect to the Executive's termination of employment and supersedes all prior understandings written or oral with the Company, with respect to such termination. The terms of this Agreement may be changed, modified or discharged only by an instrument in writing signed by the parties hereto. A failure of the Company or the Executive to insist on strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision hereof. In the event that any provision of this Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

c. *Choice of Law.* This Agreement shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its choice of law provisions.

d. *Construction of Agreement.* The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party.

e. *Counterpart.* This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

f. *Notice.* Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Executive:

Ian J. McCarthy

If to the Company:

1000 Abernathy Road  
Suite 1200  
Atlanta, Georgia 30328  
Attention: Company Secretary

g. *Severability*. The parties hereto intend that the validity and enforceability of any provisions of this Agreement shall not affect or render invalid any other provision of this Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its duly authorized representative and the Executive has signed this Agreement as of the day and year first above written.

BEAZER HOMES USA, INC.

By: /s/ Brian Beazer

Name: Brian Beazer

Title: Chairman of the Board of Directors

EXECUTIVE

IAN J. McCARTHY

/s/ Ian J. McCarthy



**RELEASE**

This Release ("Release") is made as of June 12, 2011, by Ian J. McCarthy (the "Executive") to and in favor of Beazer Homes USA, Inc., a corporation formed under the laws of the State of Delaware (the "Company").

WHEREAS, the Executive and the Company are parties to a Separation Agreement dated as of June 12, 2011 (the "Separation Agreement"). Capitalized terms which are used but are not defined herein shall have the same meanings as in the Separation Agreement; and

WHEREAS, the execution and delivery of this Release is a condition precedent to the right of the Executive to receive payments and benefits under Section 2 of the Separation Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. *Sole Payments and Rights.* Executive understands and agrees that the payments and benefits to be provided by the Company under Section 2 of the Separation Agreement (the "Separation Payments") are all that Executive will receive from the Company. Except as provided in the Separation Agreement, Executive waives all claims for back pay, future pay, benefits, allowances, expense reimbursements or any other form of benefit, wage or compensation in connection with Executive's relationship with the Company, Executive's employment with the Company and Executive's termination from such employment. Except for the Separation Payments, Executive will receive no further benefits, wage, compensation, vacation, severance or other payments from the Company. The Separation Payments constitute consideration for Executive signing this Release. The provisions of this Release constitute consideration for the Company signing the Separation Agreement and fulfilling its obligations thereunder.

2. *Complete Release.* Except as provided in the Separation Agreement, Executive, for Executive and Executive's predecessors, successors, agents, assigns, heirs, representatives and counsel hereby agrees to discharge and release the Company and, as applicable, each of its direct and indirect parent, subsidiary or other affiliated companies (as defined in the Employment Agreement), and all of their representatives, present or former employees, directors, officers, members, shareholders, owners, insurers, successors, assigns, clients and counsel from all claims or demands Executive may have based on Executive's relationship with the Company, Executive's employment with the Company and the termination of such employment. This includes a release of any rights or claims Executive may have based on any facts or events, whether known or unknown by Executive, that occurred on or before the Separation Date or events that are contemplated by this Agreement other than the payment of the Separation Payments, including, without limitation, a release of any rights or claims Executive may have based on:

(i) any federal or state laws pertaining to wrongful termination, discrimination or retaliation, including, but not limited to, the Federal Civil Rights Acts of 1866, 1870, 1871, 1964 and 1991, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans With Disabilities Act of 1990; the Rehabilitation Act of 1973; the Equal Pay Act of 1963; the Family and Medical Leave Act; and 42 U.S.C. §§ 1981, 1981(a), 1983, 1985, 1986 and 1988;

(ii) the Federal False Claims Act;

(iii) the Employee Retirement Income Security Act (ERISA);

(iv) the Fair Labor Standards Act;

(v) the laws of the United States; or the State of Delaware; or any other state, concerning wages, employment benefits, employment and discharge; any city or municipal employment laws; or any other law, rule, regulation or ordinance pertaining to employment, terms and conditions of employment, or termination of employment;

(vi) claims arising out of any legal restrictions of the right to terminate the Company's employees such as wrongful or unlawful discharge, discharge against public policy or related causes of action;

(vii) misrepresentation, fraud, nondisclosure, concealment and any and all other related causes of action;

(viii) intentional infliction of emotional distress, defamation, negligence, invasion of privacy and other tort claims;

(ix) the Employment Agreement;

(x) the Change of Control Agreement, as defined in the Employment Agreement, as the same has been amended and/or restated through the date hereof; and

(xi) violation of any contract, express or implied, whether direct or as a third-party beneficiary, including claims for breach of an expressed or implied covenant of good faith and fair dealing.

3. *No Future Lawsuits, Complaints or Claims.* The Company and Executive agree that, to the maximum extent permitted by law, this Release may be pled and will operate as an absolute bar to any claim or cause of action, whether brought in any court or before any administrative or arbitration agency, that is waived and released pursuant to this Release. If any court, administrative agency or other entity elects to investigate, pursue or hear any complaint, charge or lawsuit related to the matters released in this Release, Executive agrees that the Separation Payments will constitute a bargained-for settlement of any back pay or other monetary damages resulting from or relating to the complaint, charge or lawsuit.

4. *Period for Review and Consideration of Agreement.* Executive confirms that Executive is over the age of forty (40) and has been given at least twenty-one (21) days to review and consider this Release before signing it. Executive understands that Executive may use as much or as little of this period as Executive wishes prior to signing.

5. *Encouragement to Consult With an Attorney.* Executive is encouraged, at Executive's own expense (except as set forth in the Separation Agreement), to consult with an attorney before signing this Agreement and Executive has done so.

6. *General Provisions*

(a) *Choice of Law.* This Release shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its choice of law provisions.

(b) *Notice.* Any notice or other communication required or permitted to be given to the Company under this Release shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Company:  
1000 Abernathy Road  
Suite 1200  
Atlanta, Georgia 30328  
Attention: Board of Directors

(c) *Severability and Judicial Restatement.* The provisions of this Release are severable and divisible. In the event any portion of this Release is determined to be illegal or unenforceable, the remaining provisions of this Release shall remain in full force and effect.

7. *Executive's Right to Revoke Agreement.* Executive may revoke this Agreement within seven (7) calendar days of the date of Executive's signature. Revocation can be made by delivering a written notice of revocation to the Company, to the attention of the Board of Directors. For this revocation to be effective, written notice must be received no later than close of business on the seventh (7th) calendar day (or next business day thereafter) after Executive signs this Agreement. If Executive revokes this Agreement, it shall not be effective or enforceable and Executive will not receive the Separation Payments described in Section 2.

PLEASE READ CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS INCLUDING THOSE PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT AND OTHER LAWS PROHIBITING DISCRIMINATION IN EMPLOYMENT.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE,

UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT.

IN WITNESS WHEREOF, the Executive has signed this Release as of the day and year first above written.

EXECUTIVE

/s/ Ian J. McCarthy

IAN J. McCARTHY



**Press Release**  
**For Immediate Release**

**Beazer Homes Names Allan P. Merrill President and CEO and  
Robert L. Salomon Executive Vice President and CFO**

**ATLANTA, June 13, 2011** – Beazer Homes USA, Inc. (NYSE: BZH) ([www.beazer.com](http://www.beazer.com)) a leading national homebuilder, today announced that Allan Merrill has been appointed President and CEO and has been elected to the board of directors. In addition, Robert (Bob) Salomon has been appointed Executive Vice President and CFO. Mr. Merrill succeeds Ian J. McCarthy who is leaving the Company and has resigned from the board of directors.

Mr. Merrill has been the Company's Chief Financial Officer for the past four years. Mr. Merrill led the efforts to successfully recapitalize the Company's balance sheet which increased equity, reduced debt and eliminated material debt maturities prior to 2015. Including his time as the Company's CFO, Mr. Merrill has more than twenty years of experience in executive positions directly related to the homebuilding and residential real estate industries, including positions in investment banking and Internet real estate marketing. Prior to joining the Company, Mr. Merrill held both strategic and operational leadership roles with Move, Inc. Before that, Mr. Merrill worked for approximately 13 years for Dillon Read & Co. Inc., and its successors, including UBS, where he managed the firm's Housing, Construction and Building Materials group. In that capacity, Mr. Merrill served as lead adviser to the Company on its IPO in 1994 and on several major acquisitions.

Mr. Salomon joined Beazer Homes in 2008 as the Company's Chief Accounting Officer, responsible for the Company's internal and external financial reporting. Mr. Salomon, a Certified Public Accountant, has more than 25 years of financial management experience, including over 19 years in the homebuilding industry. Prior to joining the Company, Mr. Salomon served as Chief Financial Officer and Treasurer of Ashton Woods Homes for almost 10 years and served with MDC Holdings, Inc, also a residential homebuilder, in various accounting and finance roles over a 6 year period.

Brian Beazer, the Company's Chairman, said, "Over many years Ian McCarthy has ably guided the Company to its current position as one of the ten largest homebuilders in the United States. During this time, the homebuilding industry and the Company have experienced many complex issues which Ian has dealt with to the benefit of the Company. The Board appreciates his leadership and many contributions to the Company. For these efforts we would like to thank him and wish him all success in the future."

Brian Beazer continued, "We are pleased that Allan and Bob have accepted these appointments. Both possess many years of industry experience and have demonstrated a commitment to the success of our stakeholders. The Board has asked Mr. Merrill and his team to conduct a thorough review of the Company's operations and potential growth opportunities to identify and implement strategies that will create value for shareholders."

Mr. Merrill said, "I am honored to accept this important role and feel privileged to have the opportunity to lead our strong and resilient operational and corporate team. While selling conditions in the new home market are still challenging, our fiscal 2011 expectations remain unchanged. We continue to be committed to delivering a compelling value proposition for our home buyers and improved profitability and value for our shareholders."

***Beazer Homes USA Inc., headquartered in Atlanta, Georgia, is one of the ten largest single-family homebuilders in the United States. The Company's industry-leading eSMART high performance homes are designed to lower the total cost of home ownership while reducing energy and water consumption. With award-winning floor-plans, the company offers homes that incorporate exceptional value and quality to consumers in 16 states, including Arizona, California, Delaware, Florida, Georgia, Indiana, Maryland, Nevada, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia. Beazer Homes is listed on the New York Stock Exchange and trades under the ticker symbol "BZH."***

#### Forward Looking Statements

This release contains "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements may relate to, among other things, our Fiscal 2011 expectations. These statements represent our current expectations or beliefs concerning future events, and it is possible that the results described in this press release will not be achieved. These forward-looking statements are subject to risks, uncertainties and other factors, many of which are outside of our control, that could cause actual results to differ materially from the results discussed in the forward-looking statements, including, among other things, (i) the final outcome of various putative class action lawsuits, multi-party suits and similar proceedings as well as the results of any other litigation or government proceedings and fulfillment of the obligations in the Deferred Prosecution Agreement and consent orders with governmental authorities and other settlement agreements; (ii) additional asset impairment charges or writedowns; (iii) economic changes nationally or in local markets, including changes in consumer confidence, declines in employment levels, volatility of mortgage interest rates and inflation; (iv) the effect of changes in lending guidelines and regulations and the uncertain availability of mortgage financing; (v) a slower economic rebound than anticipated, coupled with persistently high unemployment and additional foreclosures; (vi) continued or increased downturn in the homebuilding industry; (vii) estimates related to homes to be delivered in the future (backlog) are imprecise as they are subject to various cancellation risks which cannot be fully controlled, (viii) our cost of and ability to access capital and otherwise meet our ongoing liquidity needs including the impact of any downgrades of our credit ratings or reductions in our tangible net worth or liquidity levels; (ix) potential inability to comply with covenants in our debt agreements or satisfy such obligations through repayment or refinancing; (x) increased competition or delays in reacting to changing consumer preference in home design; (xi) shortages of or increased prices for labor, land or raw materials used in housing production; (xii) factors affecting margins such as decreased land values underlying lot option agreements, increased land development costs on communities under development or delays or difficulties in implementing initiatives to reduce production and overhead cost structure;

(xiii) the performance of our joint ventures and our joint venture partners; (xiv) the impact of construction defect and home warranty claims including those related to possible installation of drywall imported from China; (xv) the cost and availability of insurance and surety bonds; (xvi) delays in land development or home construction resulting from adverse weather conditions; (xvii) potential delays or increased costs in obtaining necessary permits and possible penalties for failure to comply with laws, regulations and governmental policies; (xviii) potential exposure related to additional repurchase claims on mortgages and loans originated by Beazer Mortgage Corp.; (xix) estimates related to the potential recoverability of our deferred tax assets; (xx) effects of changes in accounting policies, standards, guidelines or principles; or (xxi) terrorist acts, acts of war and other factors over which the Company has little or no control.

Any forward-looking statement speaks only as of the date on which such statement is made, and, except as required by law, we do not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. New factors emerge from time to time and it is not possible for management to predict all such factors.

CONTACT:

Beazer Homes USA, Inc.

Carey Phelps

Director, Investor Relations & Corporate Communications

770-829-3700

[investor.relations@beazer.com](mailto:investor.relations@beazer.com)