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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 20, 2010

BEAZER HOMES USA, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-12822
(Commission
File Number)

58-2086934
(I.R.S. 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)

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 1.01. Entry into a Material Definitive Agreement.

On May 20, 2010, Beazer Homes USA, Inc. (the “Company”) completed an underwritten offering of \$300 million aggregate principal amount of its 9.125% senior notes due June 15, 2018 (the “Notes”), pursuant to an Underwriting Agreement, dated May 4, 2010 (the “Notes Underwriting Agreement”), by and among the Company, the subsidiaries of the Company named as guarantors therein (the “Guarantors”) and Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc. (the “Representatives”), as representatives of the several underwriters named therein.

The offering of the Notes was made pursuant to the Company’s Registration Statement on Form S-3 (File No. 333-163110) relating to the Notes, and other securities of the Company (the “Registration Statement”), including the Company’s prospectus, dated January 4, 2010 (the “Prospectus”), as supplemented by a prospectus supplement relating to the Notes, dated May 4, 2010, filed by the Company pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended.

The Company issued the Notes under an Indenture, dated as of April 17, 2002 (the “Base Indenture”), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 (the “Supplemental Indenture”), among the Company, the Guarantors and U.S. Bank National Association, as trustee (the “Trustee”). The Notes and the guarantees will be the Company’s and the Guarantors’ unsecured senior obligations and will rank equally with all of the Company’s and the Guarantors’ other unsecured senior indebtedness. The Supplemental Indenture contains covenants which, subject to certain exceptions, limit the ability of the Company and its restricted subsidiaries (as defined in the Supplemental Indenture) to, among other things, incur additional indebtedness, make certain types of restricted payments, and create liens on assets of the Company or the Guarantors. Upon a change of control (as defined in the Supplemental Indenture), the Company is required to make an offer to repurchase the Notes at 101% of their principal amount, plus accrued and unpaid interest. The Supplemental Indenture also contains customary events of default.

The Notes will accrue interest at a rate of 9.125% per year, which will be payable on June 15 and December 15 of each year, commencing on June 15, 2010. The Notes will mature on June 15, 2018.

The Company may redeem some or all of the Notes at any time prior to June 15, 2014 at a price equal to 100% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to the redemption date and a “make-whole” premium as described in the Supplemental Indenture. Thereafter, the Company may redeem some or all of the Notes at the redemption prices specified in the Supplemental Indenture. In addition, prior to June 15, 2013, the Company may redeem up to 35% of the Notes from the proceeds of certain equity offerings at the specified redemption price.

The foregoing descriptions of the Notes and the Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the copies or forms of such documents filed herewith as Exhibit 4.1, which is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On May 20, 2010, the Company issued a press release attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 1.1 Notes Underwriting Agreement, dated May 4, 2010, among Beazer Homes USA, Inc., the subsidiary guarantors party thereto and the underwriters party thereto
- 4.1 Thirteenth Supplemental Indenture, dated May 20, 2010, among Beazer Homes USA, Inc., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee
- 4.2 Form of Senior Note (included in Exhibit 4.1 hereof)
- 5.1 Opinion of Troutman Sanders LLP
- 5.2 Opinion of Hogan Lovells US LLP
- 5.3 Opinion of Barnes & Thornburg LLP
- 5.4 Opinion of Walsh Colucci Lubeley Emrich & Walch PC
- 5.5 Opinion of Greenbaum, Rowe, Smith & David LLP
- 5.6 Opinion of Tune, Entrekin & White, P.C.
- 5.7 Opinion of Holland & Knight LLP
- 23.1 Consent of Troutman Sanders LLP (included in Exhibit 5.1)
- 23.2 Consent of Hogan Lovells US LLP (included in Exhibit 5.2)
- 23.3 Consent of Barnes & Thornburg LLP (included in Exhibit 5.3)
- 23.4 Consent of Walsh Colucci Lubeley Emrich & Walch PC (included in Exhibit 5.4)
- 23.5 Consent of Greenbaum, Rowe, Smith & David LLP (included in Exhibit 5.5)
- 23.6 Consent of Tune, Entrekin & White, P.C. (included in Exhibit 5.6)
- 23.7 Consent of Holland & Knight LLP (included in Exhibit 5.7)
- 99.1 Press release dated May 20, 2010

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: May 20, 2010

By: _____ /s/ ALLAN P. MERRILL
Allan P. Merrill
Executive Vice President and Chief Financial Officer

BEAZER HOMES USA, INC.

\$300,000,000

9.125% Senior Notes due 2018

UNDERWRITING AGREEMENT

May 4, 2010
New York, New YorkCredit Suisse Securities (USA) LLC
Citigroup Global Markets Inc.
As Representatives of the Underwriters
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Beazer Homes USA, Inc., a Delaware corporation (the “**Company**”) and each of the Guarantors (as defined herein) agree with you as follows:

1. **Issuance of Notes.** The Company proposes to issue and sell to the several parties listed on Schedule I hereto (the “**Underwriters**”), for whom Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc. are acting as representatives (the “**Representatives**”), \$300,000,000 aggregate principal amount of 9.125% Senior Notes due 2018 of the Company (the “**Notes**”). The Notes will be issued pursuant to an indenture (the “**Base Indenture**”), dated April 17, 2002, by and among the Company, the Guarantors (as defined herein) and U.S. Bank National Association, as trustee (the “**Trustee**”), as supplemented by a supplemental indenture (the “**Supplemental Indenture**”, and together with the Base Indenture, the “**Indenture**”), to be dated as of the Closing Date, by and among the Company, the Guarantors and the Trustee. The Company’s obligations under the Notes and the Indenture will be fully and unconditionally guaranteed (the “**Guarantees**”) on a joint and several basis by each of the entities listed on Schedule II hereto (collectively, the “**Guarantors**” and, collectively with the Company, the “**Issuers**”). All references herein to the Notes include the related Guarantees, unless the context otherwise requires. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Indenture or the Preliminary Prospectus or Final Prospectus (each as defined herein).

The Company meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the “**Act**”), and has prepared and filed with the Securities and Exchange Commission (the “**Commission**”) a registration statement on Form S-3 (File No. 333-163110) under the Act, including a related Base Prospectus, for registration under the Act of the offering and sale of the Notes. Such Registration Statement, including any amendments thereto filed on or prior to the date hereof has become effective. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b) under the Act, one or

more preliminary prospectus supplements relating to the Notes, each of which has previously been furnished to you. The Registration Statement meets the requirements set forth in Rule 415(a)(1)(x) under the Act. The initial Effective Date of the Registration Statement was not earlier than the date three years before the date hereof.

The terms that follow, when used in this Agreement, shall have the meanings indicated:

“**Applicable Time**” shall mean 5:00 p.m. (Eastern time) on the date of this Agreement.

“**Base Prospectus**” shall mean the base prospectus contained in the Registration Statement at the Applicable Time.

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

“**Effective Date**” shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Final Prospectus**” shall mean the prospectus supplement relating to the Notes that was first filed pursuant to Rule 424(b) under the Act after the Applicable Time, together with the Base Prospectus.

“**Free Writing Prospectus**” shall mean a free writing prospectus, as defined in Rule 405 under the Act.

“**Issuer Free Writing Prospectus**” shall mean an issuer free writing prospectus, as defined in Rule 433 under the Act.

“**Preliminary Prospectus**” shall mean any preliminary prospectus supplement to the Base Prospectus which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

“**Pricing Disclosure Package**” shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Applicable Time, (iii) the Pricing Term Sheet, (iv) the Issuer Free Writing Prospectuses, if any, identified in Schedule VI hereto, and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Pricing Disclosure Package.

“**Pricing Term Sheet**” shall mean the final term sheet prepared and filed with the Commission pursuant to Section 4(r) hereof.

“Registration Statement” shall mean the registration statement on Form S-3 (File No. 333-163110), including exhibits and financial statements and any prospectus supplement relating to the Notes that is filed with the Commission pursuant to Rule 424(b) under the Act and deemed part of such registration statement pursuant to Rule 430B under the Act, as amended on each Effective Date and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be.

“Rule 462(b) Registration Statement” shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement on Form S-3 (File No. 333-163110) referred to in the immediately preceding paragraph.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder.

Unless stated to the contrary, any references herein to the terms “Registration Statement,” “Base Prospectus,” “Preliminary Prospectus” or “Final Prospectus” shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include any information filed under the Exchange Act subsequent to the date hereof that is incorporated by reference therein. All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” (or other references of like import) in the Registration Statement, Pricing Disclosure Package (including the Preliminary Prospectus) or Final Prospectus shall be deemed to mean and include all such financial statements and schedules and other information which are incorporated by reference in the Registration Statement, Pricing Disclosure Package (including the Preliminary Prospectus) or Final Prospectus, as the case may be.

This Agreement, the Notes, the Guarantees and the Indenture are hereafter sometimes referred to collectively as the **“Note Documents.”**

2. Agreements to Sell and Purchase. On the basis of the representations, warranties and covenants of the Underwriters contained in this Agreement, the Issuers agree to issue and sell to the Underwriters, and, on the basis of the representations, warranties and covenants of the Issuers contained in this Agreement and subject to the terms and conditions contained in this Agreement, each of the Underwriters, severally and not jointly, agrees to purchase from the Issuers, the aggregate principal amount of Notes set forth opposite its name on Schedule I attached hereto. The purchase price for the Notes shall be 98.5% of their principal amount.

3. Delivery and Payment. Delivery of, and payment of the purchase price for, the Notes shall be made at 10:00 a.m., New York City time, on May 20, 2010 (such date and time, the “**Closing Date**”) at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 (such transactions being referred to herein collectively as the “**Closing**”). The Closing Date and the location of, delivery of and the form of payment for the Notes may be varied by mutual agreement between the Underwriters and the Company.

One or more of the Notes in global form registered in such names as the Underwriters may request upon at least one Business Day’s notice prior to the Closing Date and having an aggregate principal amount corresponding to the aggregate principal amount of the Notes shall be delivered by the Company to the Underwriters (or as the Representatives direct) for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price therefor by means of transfer of immediately available funds to such account or accounts specified by the Company in accordance with its obligations under Section 4(h) hereof on or prior to the Closing Date, or by such means as the parties hereto shall agree prior to the Closing Date. Delivery of the Notes shall be made through the facilities of The Depository Trust Company (“**DTC**”) unless the Representatives shall otherwise instruct.

4. Agreements of the Issuers. The Issuers, jointly and severally, covenant and agree with the Underwriters as follows:

(a) To furnish, without charge as soon as available, to the Representatives and counsel for the Underwriters signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and to the Underwriters and those persons identified by the Underwriters as many copies of the Preliminary Prospectus, any Issuer Free Writing Prospectus and the Final Prospectus, and any amendments or supplements thereto, as the Underwriters may reasonably request. The Issuers consent to the use of the Preliminary Prospectus, the Pricing Disclosure Package, any Issuer Free Writing Prospectus and the Final Prospectus, and any amendments and supplements thereto required pursuant to this Agreement, by the Underwriters in connection with the offer and sale of the Notes.

(b) As promptly as practicable following the execution and delivery of this Agreement, to prepare and file with the Commission in accordance with and within the time period prescribed in Rule 424(b) under the Act (and provide evidence satisfactory to the Representatives of such timely filing) and deliver to the Underwriters the Final Prospectus, which shall contain all information required by the Act and shall consist of the Preliminary Prospectus as modified by the information set forth in the Pricing Term Sheet and other non-material changes thereto as shall be approved by the Underwriters; not to amend or supplement the Preliminary Prospectus (except with the information set forth in the Pricing Term Sheet and other non-material changes thereto as shall be approved by the Underwriters); not to amend or supplement the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Disclosure Package or the Final Prospectus) or any Rule 462(b) Registration Statement unless the Underwriters shall previously have been advised of such proposed amendment or supplement to the extent permitted by law at least two Business Days prior to the proposed use, and shall not have objected to such amendment or supplement.

(c) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b) under the Act, any event shall occur that, in the judgment of the Issuers or in the judgment of counsel to the Underwriters, makes any statement of a material fact in the Pricing Disclosure Package untrue or that requires the making of any additions to or changes in the Pricing Disclosure Package in order to make the statements in the Pricing Disclosure Package, in light of the circumstances under which they are made, not misleading, or if it is necessary to amend or supplement the Pricing Disclosure Package to comply with any applicable law, the Issuers shall promptly notify the Underwriters of such event and (subject to Section 4(b)) prepare, at their own expense, an appropriate amendment or supplement to the Pricing Disclosure Package so that (i) the Pricing Disclosure Package, as amended or supplemented, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) the Pricing Disclosure Package will comply with all applicable laws. Neither the Underwriters' consent to, nor their delivery to offerees or investors of, any such amendment or supplement shall constitute a waiver of any of the covenants set forth in this Section 4(c) or Section 4(b).

(d) If, at any time when a prospectus relating to the Notes is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Act), any event shall occur that, in the judgment of the Issuers or in the judgment of counsel to the Underwriters, makes any statement of a material fact in the Final Prospectus untrue or that requires the making of any additions to or changes in the Final Prospectus in order to make the statements in the Final Prospectus, in light of the circumstances under which they are made, not misleading, or if it is necessary to amend the Registration Statement, to file a new registration statement or supplement the Final Prospectus to comply with any applicable law, the Issuers shall promptly notify the Underwriters of such event and (subject to Section 4(b)) prepare and file with the Commission, at their own expense, an appropriate amendment or supplement to the Registration Statement or the Final Prospectus or a new registration statement so that (i) the Final Prospectus, as amended or supplemented, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) the Registration Statement and the Final Prospectus will comply with all applicable laws. Neither the Underwriters' consent to, nor their delivery to offerees or investors of, any such amendment or supplement shall constitute a waiver of any of the covenants set forth in this Section 4(d) or in Section 4(b). The Issuers shall use their reasonable best efforts to have any amendment of the Registration Statement or any such new registration statement declared effective as promptly as practicable in order to avoid any disruption of the use of the Final Prospectus. The Issuers shall file any supplement to the Final Prospectus as promptly as practicable with the Commission in accordance with and within the time period prescribed in Rule 424(b) under the Act (and provide evidence satisfactory to the Representatives of such timely filing).

(e) To cooperate with the Underwriters and counsel to the Underwriters in connection with the qualification or registration of the Notes under the securities laws of such jurisdictions as the Underwriters may request and to continue such qualification in effect so long as required for the distribution of the Notes. Notwithstanding the foregoing, no Issuer shall be required to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or to

file a general consent to service of process in any such jurisdiction or subject itself to taxation in excess of a nominal dollar amount in any such jurisdiction where it is not then so subject.

(f) To advise the Underwriters promptly and, if requested by the Underwriters, to confirm such advice in writing, (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b) under the Act or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (ii) when, prior to termination of the offering of the Notes, any amendment to the Registration Statement or any new registration statement relating to the Notes shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the issuance by any securities commission of any stop order suspending the qualification or exemption from qualification of the Notes for offering or sale in any jurisdiction, or the initiation of any proceeding for such purpose by any securities commission or other regulatory authority. The Issuers shall use their reasonable best efforts to prevent the issuance of any stop order or the occurrence of any such suspension or notice of objection to the use of the Registration Statement or any stop order or order suspending the qualification or exemption of any of the Notes under any securities laws, and if at any time the Commission or any securities commission or other regulatory authority shall issue a stop order or notice of objection to the use of the Registration Statement or a stop order or order suspending the qualification or exemption of any of the Notes under any securities laws, the Issuers shall use their reasonable best efforts to obtain the withdrawal or lifting of such order or relief from such notice of objection at the earliest possible time, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using their reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(g) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement becomes effective or is terminated other than by reason of a default by the Underwriters, to pay all costs, expenses, fees and disbursements reasonably incurred and stamp, documentary or similar taxes incident to and in connection with: (i) the preparation, printing, distribution and filing with the Commission of the Registration Statement (including, without limitation, financial statements and exhibits thereto), each Preliminary Prospectus, each Issuer Free Writing Prospectus and the Final Prospectus, and all amendments and supplements thereto, (ii) all expenses (including travel expenses) of the Issuers and the Underwriters in connection with any meetings with prospective investors in the Notes, (iii) the execution, issue, authentication, packaging and initial delivery of the Notes, the preparation, notarization (if necessary) and delivery of the Note Documents and all other agreements, memoranda, correspondence and documents prepared and delivered in connection with this Agreement, (iv) the issuance, transfer and delivery by the Company and the Guarantors of the Notes and the Guarantees, respectively, to the Underwriters, (v) the qualification or registration of the Notes for offer and sale under the securities laws of such jurisdictions as the Underwriters may request (including, without limitation, the cost of printing and mailing preliminary and final "Blue Sky" or legal investment memoranda and fees and disbursements of counsel (including local counsel) to the Underwriters relating thereto), (vi) the furnishing of such copies of the

Registration Statement, each Preliminary Prospectus, each Issuer Free Writing Prospectus and the Final Prospectus, and all amendments and supplements thereto, as may be reasonably requested, (vii) the preparation of certificates for the Notes, (viii) the approval of the Notes by DTC for “book-entry” transfer, (ix) the rating of the Notes by rating agencies, (x) the fees and expenses of the Trustee and its counsel, (xi) the performance by the Issuers of their other obligations under the Note Documents, and (xii) any filings required to be made with the Financial Industry Regulatory Authority, Inc. (including filing fees and reasonable and documented fees and expenses of counsel to the Underwriters incurred in connection therewith).

(h) To use the proceeds from the sale of the Notes in the manner described in the Pricing Disclosure Package and Final Prospectus under the caption “Use of Proceeds.”

(i) To do and perform all things required to be done and performed under this Agreement by them prior to or after the Closing Date and to satisfy all conditions precedent on their part to the delivery of the Notes.

(j) To comply with all of their obligations set forth in the representations letter of the Issuers to DTC relating to the approval of the Notes by DTC for “book-entry” transfer and to use their reasonable best efforts to obtain approval of the Notes by DTC for “book-entry” transfer.

(k) Prior to the Closing Date, to furnish without charge to the Underwriters, (i) as soon as they have been prepared, a copy of any regularly prepared internal financial statements of the Company and its subsidiaries for any period subsequent to the period covered by the financial statements appearing in the Pricing Disclosure Package and Final Prospectus, (ii) all other reports and other communications (financial or otherwise) that any of the Issuers mail or otherwise make available to their security holders and (iii) such other information as the Underwriters shall reasonably request.

(l) Not to distribute any offering material in connection with the offer and sale of the Notes other than the Preliminary Prospectus, any other Issuer Free Writing Prospectus specified in Schedule VI hereto and the Final Prospectus.

(m) Not to make any offer relating to the Notes that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus” (as defined in Rule 405 under the Act) required to be filed by any of the Issuers with the Commission or retained by any of the Issuers under Rule 433 under the Act (other than those listed on Schedule VI hereto and other than the Pricing Term Sheet) without the prior consent of the Underwriters. Any such free writing prospectus consented to by the Underwriters (including those listed on Schedule VI hereto) is hereinafter referred to as a “**Permitted Free Writing Prospectus**.” The Issuers agree that (x) they have treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) they have complied and will comply, as the case may be, with the requirements of Rules 164 and 433 under the Act applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(n) During the period of one year after the Closing Date, not to be or become an “investment company” required to be registered, but not registered, under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”).

(o) In connection with the offering, until the Underwriters shall have notified the Company of the completion of the resale of the Notes (which the Company may assume occurred on or before the 90th day following the date of this Agreement unless given written notice to the contrary), not to, and not to permit any of their affiliates or affiliated purchasers (as such term is defined in Regulation M under the Exchange Act) to, either alone or with one or more other persons, bid for or purchase for any account in which they or any of their affiliates or affiliated purchasers has a beneficial interest any Notes or attempt to induce any person to purchase any Notes in violation of Section 9 of the Exchange Act or Regulation M; and none of the Issuers or any of their affiliates or affiliated purchasers will make bids or purchases for the purpose of creating actual, or apparent, active trading in, or of raising the price of, the Notes.

(p) During the period beginning on the date hereof and continuing until the date 90 days after the date hereof, the Issuers and their affiliates shall not offer, sell, contract to sell, pledge, or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, except pursuant to this Agreement, any Notes or any securities of any of the Issuers that are substantially similar to the Notes or any debt securities issued or guaranteed by the Company or any of the Guarantors and having a maturity of more than one year from the date of issue of the Notes, or publicly disclose the intention to make any such offer, sale, contract of sale, pledge, disposition or filing, without the prior written consent of the Representatives.

(q) As soon as practicable, to make generally available to the Company’s security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(r) To prepare a final term sheet, containing solely a description of final terms of the Notes and the offering thereof, in the form approved by you and attached as Schedule V hereto and to file such term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule.

5. Representations and Warranties. The Issuers, jointly and severally, represent and warrant to the Underwriters that, as of the date hereof and as of the Closing Date:

(a) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) under the Act and on the Closing Date, the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder. On each Effective Date and on the date hereof, the Registration Statement did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and on the Closing Date the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; *provided*,

however, that the Issuers make no representation or warranty with respect to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) information relating to the Underwriters contained in or omitted from the Registration Statement in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any Underwriter through the Representatives expressly for inclusion in the Registration Statement.

(b) Neither the Pricing Disclosure Package, as of the Applicable Time, nor the Final Prospectus (as amended or supplemented in accordance with Section 4(b), if applicable), as of its date or as of the Closing Date, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided, however*, that the Issuers make no representation or warranty with respect to information relating to the Underwriters contained in or omitted from the Pricing Disclosure Package or the Final Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any Underwriter through the Representatives expressly for inclusion in the Pricing Disclosure Package or the Final Prospectus, or any supplement or amendment thereto, as the case may be. No order preventing the use of the Base Prospectus, the Preliminary Prospectus, the Pricing Disclosure Package, any Issuer Free Writing Prospectus or the Final Prospectus, or any amendment or supplement thereto, or the effectiveness of the Registration Statement has been issued or, to the knowledge of any Issuer, has been threatened.

(c) Each Issuer Free Writing Prospectus and the Pricing Term Sheet does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified; *provided, however*, that the Issuers make no representation or warranty with respect to information relating to the Underwriters contained in or omitted from any Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any Underwriter through the Representatives expressly for inclusion in such Issuer Free Writing Prospectus.

(d) As of March 31, 2010, the Company had the authorized, issued and outstanding capital stock as set forth in the section of the Pricing Disclosure Package and Final Prospectus entitled "Capitalization" in the common stock line item. All of the issued and outstanding shares of capital stock or other equity interests of the Company have been duly and validly authorized and issued, are fully paid and nonassessable and were not issued in violation of any preemptive or similar right. Except as set forth in the Pricing Disclosure Package and Final Prospectus, there are no outstanding subscriptions, calls, options, warrants, rights, or other agreements with respect to the capital stock, membership interests, or partnership interests of the Company or any of the Subsidiaries (as defined below). No holder of any securities of the Company or any Subsidiary is entitled to have such securities registered under the Registration Statement.

(e) The Company has been duly incorporated and is validly existing as a corporation in good standing under the law of the State of Delaware with full corporate power

and authority to own, lease and operate its properties and conduct its business as described in the Pricing Disclosure Package and Final Prospectus, to execute and deliver this Agreement and to issue, sell and deliver the Notes as contemplated herein and in the Indenture.

(f) All of the issued and outstanding shares of the capital stock of each of the Company's corporate subsidiaries (the "**Corporate Subsidiaries**") and the Company's trust subsidiary (the "**Trust Subsidiary**") have been validly issued and are fully paid and nonassessable, and each of the capital stock of the Corporate Subsidiaries and the Trust Subsidiary, the membership interests of each of the Company's limited liability company subsidiaries (the "**LLC Subsidiaries**") and the partnership interests of each of the Company's limited partnership subsidiaries and limited liability partnership subsidiaries (the "**Partnership Subsidiaries**") and, together with the LLC Subsidiaries, the Corporate Subsidiaries, and the Trust Subsidiary, the "**Subsidiaries**") have been duly authorized and to the extent owned by the Company, are owned free and clear of any pledge, lien, encumbrance, security interest, preemptive right or other claim except for pledges, liens, encumbrances, and security interests securing obligations under the Amended and Restated Credit Agreement, dated as of August 5, 2009 (the "**Credit Agreement**"), among the Company, Citibank, N.A., as swing line lender and agent, and the lenders party thereto and the Indenture, dated as of September 11, 2009 (the "**Secured Note Indenture**"), by and among the Company, the guarantors party thereto, U.S. Bank National Association, as trustee, and Wilmington Trust FSB, as Notes Collateral Agent. Attached as Schedule III is a true and complete list of each entity in which the Company has a direct or indirect majority equity or voting interest, their jurisdictions of incorporation or formation, and percentage equity ownership by the Company.

(g) Each of the Corporate Subsidiaries has been duly incorporated, and each of the Trust Subsidiary, the LLC Subsidiaries and Partnership Subsidiaries has been duly formed, and is validly existing as a corporation, in the case of the Corporate Subsidiaries, as a trust, in the case of the Trust Subsidiary, as a limited partnership or a limited liability partnership, in the case of the Partnership Subsidiaries or as a limited liability company, in the case of LLC Subsidiaries, and in good standing under the laws of its respective jurisdiction of incorporation or formation with full corporate, trust, partnership or limited liability company power, as the case may be, and authority to own its respective properties and conduct its respective business as described in the Pricing Disclosure Package and Final Prospectus and to execute and deliver the Indenture and the Guarantees to the extent each such entity is a party thereto.

(h) Each of the Issuers has all requisite corporate, partnership or limited liability power, as the case may be, and authority to execute, deliver and perform all of its obligations under the Note Documents to which it is a party and to consummate the transactions contemplated by the Note Documents to be consummated on its part and, without limitation, the Company has all requisite corporate power and authority to issue, sell and deliver the Notes and each Guarantor has all requisite corporate, partnership or limited liability company power, as the case may be, and authority to execute, deliver and perform all its obligations under its Guarantee. Each of the Issuers has duly authorized the execution, delivery and performance of each of the Note Documents to which it is a party. The Note Documents conform in all material respects to the descriptions thereof in the Pricing Disclosure Package and the Final Prospectus.

(i) The Company and each of the Subsidiaries are duly qualified or licensed by and are in good standing in each jurisdiction in which the nature of their respective businesses or their respective ownership or leasing of their respective properties requires such qualification, except where the failure to so qualify would not, individually or in the aggregate, have a Material Adverse Effect (as defined herein). Other than the entities listed on Schedule III hereto, the Company does not own, directly or indirectly, any shares of stock or any other equity or long-term debt securities of any corporation or have any equity interest in any firm, partnership, joint venture, association or other entity other than the entities listed on Schedule IV hereto. A “**Material Adverse Effect**” means any material adverse effect on the business, condition (financial or other), results of operations, performance, properties or prospects of the Company and the Subsidiaries, taken as a whole.

(j) This Agreement has been duly and validly executed and delivered by each Issuer.

(k) The Indenture, when duly executed and delivered by each Issuer (assuming the due authorization, execution and delivery thereof by the Trustee), will be a legally binding and valid obligation of each Issuer, enforceable against each of them in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity and the discretion of the court before which any proceedings therefor may be brought (collectively, the “**Enforceability Exceptions**”).

(l) The Notes, when issued, authenticated and delivered by the Company against payment by the Underwriters in accordance with the terms of this Agreement and the Indenture, will be legally binding and valid obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except that enforceability thereof may be limited by the Enforceability Exceptions, and will conform to the description thereof contained in the Pricing Disclosure Package and Final Prospectus.

(m) The Guarantees, when the Notes are issued, authenticated and delivered by the Company against payment by the Underwriters in accordance with the terms of this Agreement and the Indenture, will be legally binding and valid obligations of the Guarantors, enforceable against each of them in accordance with their terms, except that enforceability thereof may be limited by the Enforceability Exceptions, and will conform to the description thereof contained in the Pricing Disclosure Package and Final Prospectus.

(n) At the Closing, the Company shall have delivered to the Underwriters a true and correct copy of each of the Note Documents, together with all related agreements and all schedules and exhibits thereto, and there shall have been no material amendments, alterations, modifications or waivers of any of the provisions of any such documents since their respective dates of execution, other than any such amendments, alterations, modifications and waivers as to which the Underwriters have been advised in writing and which would not be required to be disclosed in the Pricing Disclosure Package; and there exists no event or condition which would constitute a default or an event of default under any of the Note Documents. Each of the

representations and warranties set forth in each of the Note Documents entered into on the Closing Date will be true and correct in all material respects.

(o) All documentary, stamp, recording, transfer or similar taxes, fees and other governmental charges that are due and payable on or prior to the Closing Date in connection with the execution and delivery of the Note Documents and the execution, delivery and sale of the Notes shall have been paid by or on behalf of the Company at or prior to the Closing Date.

(p) None of the Company or any Subsidiary is (A) in violation of its charter, bylaws, limited liability company agreement, partnership agreement, operating agreement or other constitutive documents, (B) except as disclosed in the Pricing Disclosure Package and Final Prospectus, in default (or, with notice or lapse of time or both, would be in default) in the performance or observance of any obligation, agreement, covenant or condition contained in any bond, debenture, note, indenture, mortgage, deed of trust, loan or credit agreement, lease, license, franchise agreement, authorization, permit, certificate or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of their assets or properties is subject (collectively, “**Agreements and Instruments**”), (C) in violation of any law, statute, rule or regulation applicable to the Company or any Subsidiary or their respective assets or properties or (D) in violation of any judgment, order or decree of any domestic or foreign court or governmental agency or authority having jurisdiction over the Company or any Subsidiary or their respective assets or properties or other governmental or regulatory authority, agency or other body, which in the case of clauses (B), (C) and (D) herein, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There exists no condition that, with notice, the passage of time or otherwise, would constitute a default by the Company or any Subsidiary under any such document or instrument or result in the imposition of any penalty or the acceleration of any indebtedness, other than penalties, defaults or conditions that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(q) The execution, delivery and performance by each of the Issuers of the Note Documents to which it is a party, including the consummation of the offer and sale of the Notes, does not and will not violate, conflict with or constitute a breach of any of the terms or provisions of or a default (or an event that with notice or the lapse of time, or both, would constitute a default) under, or require consent under, or result in the creation or imposition of a lien, charge or encumbrance on any property or assets of the Company or any Subsidiary pursuant to, (A) the charter, bylaws, limited liability company agreement, partnership agreement, operating agreement or other constitutive documents of the Company or any Subsidiary, (B) any of the Agreements and Instruments, (C) any law, statute, rule or regulation applicable to the Company or any Subsidiary or their respective assets or properties or (D) any judgment, order or decree of any domestic or foreign court or governmental agency or authority having jurisdiction over the Company or any Subsidiary or their respective assets or properties. No consent, approval, authorization or order of, or filing, registration, qualification, license or permit of or with, any court or governmental agency, body or administrative agency, domestic or foreign, is required to be obtained or made by the Company or any Subsidiary for the execution, delivery and performance by the Company and the Subsidiaries of this Agreement or any of the other Note Documents to which they are party including the consummation of the offer and sale of the

Notes, except such as have been or will be obtained or made on or prior to the Closing Date. No consents or waivers from any other person or entity are required for the execution, delivery and performance of this Agreement or any of the other Note Documents by the Issuers or the consummation by the Issuers of the issuance and sale of the Notes and the Guarantees.

(r) Except as set forth in the Pricing Disclosure Package and Final Prospectus, there is (A) no action, suit or proceeding before or by any court, arbitrator or governmental agency, body or official, domestic or foreign, now pending or, to the knowledge of the Issuers, threatened or contemplated, to which the Company or any Subsidiary is or may be a party or to which the business, assets or property of such person is or may be subject, (B) no statute, rule, regulation or order that has been enacted, adopted or issued or, to the knowledge of the Issuers, that has been proposed by any governmental body or agency, domestic or foreign, (C) no injunction, restraining order or order of any nature by a federal or state court or foreign court of competent jurisdiction to which the Company or any Subsidiary is or may be subject that (x) in the case of clause (A) above, if determined adversely to the Company or any Subsidiary, could, individually or in the aggregate, reasonably be expected, (1) to have a Material Adverse Effect or (2) to interfere with or adversely affect the issuance of the Notes in any jurisdiction or adversely affect the consummation of the transactions contemplated by any of the Note Documents and (y) in the case of clauses (B) and (C) above, could, individually or in the aggregate, reasonably be expected, (1) to have a Material Adverse Effect or (2) to interfere with or adversely affect the issuance of the Notes or the Guarantees in any jurisdiction or adversely affect the consummation of the transactions contemplated by any of the Note Documents. Every request of any securities authority or agency of any jurisdiction for additional information with respect to the Notes that has been received by the Company or any Subsidiary or their counsel prior to the date hereof has been, or will prior to the Closing Date be, complied with in all material respects.

(s) Except as could not reasonably be expected to have a Material Adverse Effect, no labor problem or dispute with the employees of the Company or the Subsidiaries exists or, to the knowledge of the Issuers, is threatened or imminent.

(t) The business, operations and facilities of the Company and each of the Subsidiaries have been and are being conducted in compliance with all applicable laws, ordinances, rules, regulations, licenses, permits, approvals, plans, authorizations or requirements relating to occupational safety and health, or pollution, or protection of health or the environment, or reclamation (including, without limitation, those relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic substances, materials or wastes into ambient air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of chemical substances, materials or wastes, whether solid, gaseous or liquid in nature) or otherwise relating to remediating real property of any governmental department, commission, board, bureau, agency or instrumentality of the United States, any state or political subdivision thereof, or any foreign jurisdiction, and all applicable judicial or administrative agency or regulatory decrees, awards, judgments and orders relating thereto, except any violation thereof which would not, individually or in the aggregate, have a Material Adverse Effect; and, except as disclosed in the Pricing Disclosure Package and Final Prospectus, neither the Company nor any of the Subsidiaries has received any notice from a governmental instrumentality or any third party alleging any violation thereof or liability thereunder (including, without limitation, liability

for costs of investigating or remediating sites containing hazardous substances and/or damages to natural resources).

(u) There is no claim pending or, to the best knowledge of the Company, threatened or contemplated under any federal, state, local or foreign law, rule, regulation, decision or order governing pollution or protection or restoration of the environment (the “**Environmental Laws**”) against the Company or any of the Subsidiaries which, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect; there are no past or present actions or conditions including, without limitation, the use, disposal or release of, or human exposure to, any hazardous or toxic substance or waste regulated under any Environmental Law that are likely to form the basis of any such claim against the Company or any of the Subsidiaries which, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect. The Company and each Subsidiary maintain a system of internal environmental management controls sufficient to provide reasonable assurance of compliance in all material respects of their business facilities, real property and operations with requirements of applicable Environmental Laws.

(v) Each of the Company and the Subsidiaries has all necessary permits, licenses, authorizations, consents and approvals and has made all necessary filings required under any federal, state, local or foreign law, regulation or rule, and has obtained all necessary authorizations, consents and approvals from other persons, material to the conduct of its respective business. Neither the Company nor any of the Subsidiaries is in violation of, or in default under, any such license, authorization, consent or approval or any federal, state, local or foreign law, regulation or rule or any decree, order judgment applicable to the Company or any of the Subsidiaries the effect of which could, individually or in the aggregate, have a Material Adverse Effect.

(w) All legal or governmental proceedings, contracts or documents of a character required to be described in the Registration Statement, the Preliminary Prospectus or the Final Prospectus pursuant to Regulation S-K have been so described as required.

(x) The statements in the Pricing Disclosure Package and the Final Prospectus under the headings (i) “Description of the Notes,” (ii) “Description of Other Indebtedness” and (iii) “Material U.S. Federal Income Tax Considerations” (to the extent such statements relate to matters of U.S. federal income tax laws), fairly summarize the matters therein described.

(y) The Company and the Subsidiaries have good title to all properties and assets owned by them and have good leasehold interest in each property and asset leased by them, in each case free and clear of all pledges, liens, encumbrances, security interests, charges, mortgages and defects, except for liens permitted under the Credit Agreement and the Secured Note Indenture or such as would not, individually or in the aggregate, have a Material Adverse Effect or do not materially affect the value of such property and do not interfere with the use made or proposed to be made of such properties by the Company or the Subsidiaries.

(z) The Company and each Subsidiary have, own, possess or have the right to employ all patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems

or procedures), trademarks, service marks, trade names and other intellectual property (collectively, the “**Intellectual Property**”) necessary to conduct the businesses operated by them as described in the Pricing Disclosure Package, except where the failure to own, possess or have the right to employ such Intellectual Property could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received any notice of infringement of or conflict with (and neither knows of any such infringement or a conflict with) asserted rights of others with respect to any of the foregoing that, if such assertion of infringement or conflict were sustained, could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The use of the Intellectual Property in connection with the business and operations of the Company and the Subsidiaries does not infringe on the rights of any person, except for such infringement as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(aa) The Company and each of the Subsidiaries have filed all federal, state, local or foreign income and franchise tax returns required to be filed and all such returns are true, complete and correct in all material respects. The Company and each of the Subsidiaries have paid all taxes shown thereon as due, and there is no material tax deficiency which has been or is reasonably likely to be asserted against the Company or any of the Subsidiaries; all material tax liabilities of the Company and the Subsidiaries are adequately provided for on the books of the Company and the Subsidiaries.

(bb) The Company, either directly or through one or more Subsidiaries, has in effect, with financially sound insurers, insurance with respect to its business and properties and the business and properties of the Subsidiaries against loss or damage of the kind customarily insured against by corporations engaged in the same or similar businesses and similarly situated, of such type and in such amounts as are customarily carried under similar circumstances by such other corporations; neither the Company nor any Subsidiary (A) has received notice from any insurer or agent of such insurer that substantial capital improvements or other material expenditures will have to be made in order to continue such insurance or (B) has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers at a cost that would not, individually or in the aggregate, have a Material Adverse Effect.

(cc) The Company and the Subsidiaries are in compliance with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder (“**ERISA**”), except where the failure to be in such compliance would not, individually or in the aggregate, have a Material Adverse Effect; no “reportable event” (as defined in ERISA and with respect to which the 30-day notice provision has not been waived) has occurred with respect to any “pension plan” (as defined in ERISA) subject to Title IV of ERISA for which the Company or any Subsidiary would have liability; except for matters that would not, individually or in the aggregate, have a Material Adverse Effect, the Company and the Subsidiaries have not incurred and do not expect to incur liability under (A) Title IV of ERISA with respect to termination of, or withdrawal from, any “pension plan” or (B) Section 412, 430 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (“**Code**”); and each “pension plan” for which the Company and the Subsidiaries would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects

and nothing has occurred, whether by action or by failure to act, which would reasonably be expected to cause the loss of such qualification.

(dd) The execution and delivery of this Agreement and the other Note Documents and the sale of the Notes and the Guarantees will not involve any nonexempt prohibited transaction within the meaning of Section 406(a) of ERISA or Section 4975(c)(1)(A) of the Code.

(ee) The Company is subject to and in compliance in all material respects with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

(ff) Neither the Company nor any Subsidiary is an “investment company” that is or is required to be registered under Section 8 of the Investment Company Act; and neither the Company nor any Subsidiary is, and after giving effect to the offering and sale of the Notes and the application of the proceeds therefrom as described in the Pricing Disclosure Package and Final Prospectus neither the Company nor any Subsidiary will be, an “investment company” or a company “controlled” by an “investment company” incorporated in the United States within the meaning of the Investment Company Act.

(gg) Each of the Company and its Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (A) transactions are executed in accordance with management’s general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of its financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management’s general or specific authorization; and (D) the recorded accountability for its assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(hh) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and the Subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any Subsidiary, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system. The Company’s auditors and the audit committee of the board of directors of the Company have been advised of: (A) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize, and report financial information; and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal controls over financial reporting and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no changes in internal control over financial reporting that have materially affected or are reasonably likely to materially affect, the Company’s internal control over financial reporting. As of March 31, 2010, the Company and the Subsidiaries’ internal controls over financial reporting were reasonably effective to perform the functions for which they were established, subject to the

limitations of any such control system, and the Company and the Subsidiaries are not aware of any material weakness in their internal control over financial reporting.

(ii) None of the Company or any of its affiliates (as defined in Rule 501(b) of Regulation D under the Act) has taken, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in stabilization or manipulation of the price of any security of the Issuers to facilitate the sale or resale of the Notes.

(jj) None of the Issuers has made any offer relating to the Notes that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Act) required to be filed by the such Issuer with the Commission or retained by such Issuer under Rule 433 under the Act (other than those listed on Schedule VI hereto) without the prior consent of the Underwriters.

(kk) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) contained in the Pricing Disclosure Package has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(ll) As of March 31, 2010, none of the Company or any Subsidiary had any material liabilities or obligations, direct or contingent, that were not set forth in the consolidated balance sheet as of such date or in the notes thereto set forth in the Pricing Disclosure Package and Final Prospectus. Since March 31, 2010, except as set forth or contemplated in the Pricing Disclosure Package and Final Prospectus, (a) none of the Company or any Subsidiary has (1) incurred any liabilities or obligations, direct or contingent, that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (2) entered into any material transaction not in the ordinary course of business, or (3) purchased any of its outstanding capital stock, (b) there has not been any material adverse change, prospective change, event or development in respect of the business, properties, prospects, results of operations or condition (financial or other) of the Company and the Subsidiaries that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, (c) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of capital stock and (d) there has not been any material change in the capital stock, short-term debt or long-term debt of the Company or any of the Subsidiaries.

(mm) Neither the Company nor any Subsidiary (nor any agent thereof acting on their behalf) has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Notes to violate Regulations T, U or X of the Board of Governors of the Federal Reserve System, as in effect, or as the same may hereafter be in effect, on the Closing Date.

(nn) Deloitte & Touche LLP is an independent registered public accounting firm within the meaning of the Act. The historical financial statements and the notes thereto included in the Pricing Disclosure Package and Final Prospectus present fairly in all material respects the consolidated financial position and results of operations of the Company and the Subsidiaries at the respective dates and for the respective periods indicated. Such financial statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods presented (except as disclosed in the Pricing

Disclosure Package and Final Prospectus). The other financial and statistical information and data included in the Pricing Disclosure Package and Final Prospectus are accurately presented in all material respects and prepared on a basis consistent with the financial statements and the books and records of the Company and the Subsidiaries.

(oo) None of the Company nor the Guarantors is or, upon consummation of the transactions, will be (A) “insolvent” as that term is defined in Section 101(32) of the United States Bankruptcy Code (the “Bankruptcy Code”) (11 U.S.C. § 101(32)), Section 2 of the Uniform Fraudulent Transfer Act (“UFTA”) or Section 2 of the Uniform Fraudulent Conveyance Act (“UFCA”), (B) an entity with “unreasonably small capital” as that term is used in Section 548(a)(2)(ii) of the Bankruptcy Code or Section 5 of the UFCA, (C) engaged or about to engage in a business or transaction for which its remaining property is “unreasonably small” in relation to the business or transaction as that term is used in Section 4 of the UFTA or (D) unable to pay its debts as they mature or become due, within the meaning of Section 548(a)(2)(B)(iii) of the Bankruptcy Code, Section 4 of the UFTA and Section 6 of the UFCA. The Company and each of the Guarantors now owns and upon consummation of the transactions will own assets having a value of both “fair valuation” and at “present fair saleable value” greater than the amount required to pay its “debts” as such terms are used in Section 2 of the UFTA and Section 2 of the UFCA.

(pp) Except as described in the section entitled “Underwriting” in the Pricing Disclosure Package and Final Prospectus, there are no contracts, agreements or understandings between the Company or any Subsidiary and any other person other than the Underwriters that would give rise to a valid claim against, the Company, any Subsidiary or the Underwriters for a brokerage commission, finder’s fee or like payment in connection with the issuance, purchase and sale of the Notes.

(qq) The Indenture is in sufficient form for due qualification under the Trust Indenture Act.

(rr) The industry, statistical and market-related data included in the Pricing Disclosure Package and Final Prospectus are based on or derived from sources that the Issuers reasonably and in good faith believe to be reliable and accurate in all material respects and represent their good faith estimates that are made on the basis of data derived from such sources.

(ss) There is and has been no failure on the part of the Company and any of the Company’s directors or officers, in their capacities as such, to comply with any provision of the Sarbanes Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including without limitation Section 402 related to loans and Sections 302 and 906 related to certifications, other than any such failures which would not result in a Material Adverse Effect.

Each certificate or document signed by any officer of an Issuer and delivered to the Underwriters or counsel for the Underwriters pursuant to, or in connection with, this Agreement shall be deemed to be a representation and warranty by the Issuers to the Underwriters as to the matters covered by such certificate or document. The Issuers acknowledge that the Underwriters and, for purposes of the opinions to be delivered to the Underwriters pursuant to Section 8 of this Agreement, counsel to the Issuers and counsel to the

Underwriters will rely upon the accuracy and truth of the foregoing representations and the Issuers hereby consent to such reliance.

6. Indemnification.

(a) Each of the Issuers, jointly and severally, agrees to indemnify and hold harmless the Underwriters, each person, if any, who controls any Underwriter within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, the agents, employees, affiliates, officers and directors of any Underwriter and the agents, employees, affiliates, officers and directors of any such controlling person from and against any and all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, reasonable attorneys' fees and any and all reasonable expenses whatsoever incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all reasonable amounts paid in settlement of any claim or litigation) (collectively, "**Losses**") to which they or any of them may become subject under the Act, the Exchange Act or otherwise insofar as such Losses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Notes, the Pricing Disclosure Package (including the Pricing Term Sheet), the Final Prospectus or any Issuer Free Writing Prospectus, or in any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein (in the case of any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Notes, the Pricing Disclosure Package (including the Pricing Term Sheet), the Final Prospectus or any Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading; *provided, however*, that the Issuers will not be liable in any such case to the extent, but only to the extent, that any such Loss arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission relating to an Underwriter made therein in reliance upon and in conformity with written information relating to an Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives expressly for use therein. This indemnity agreement will be in addition to any liability that each of the Company and the Guarantors may otherwise have, including, but not limited to, liability under this Agreement.

(b) Each Underwriter agrees to indemnify and hold harmless each Issuer, each person, if any, who controls any Issuer within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act, and each of their respective agents, employees, officers and directors and the agents, employees, officers and directors of any such controlling person from and against any Losses to which they or any of them may become subject under the Act, the Exchange Act or otherwise insofar as such Losses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Notes, the Pricing Disclosure Package (including the Pricing Term Sheet), the Final Prospectus or any Issuer Free Writing Prospectus, or in any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein (in the case of any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Notes, the Final Prospectus or any Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading,

in each case to the extent, but only to the extent, that any such Loss arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission relating to such Underwriter made therein in reliance upon and in conformity with information relating to such Underwriter furnished in writing to the Company by or on behalf of such Underwriter through the Representatives expressly for use therein. The Issuers and each Underwriter, severally and not jointly, acknowledge that the information set forth in Section 9 is the only information furnished in writing by the Underwriters to the Issuers expressly for use in the Registration Statement, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Notes, the Pricing Disclosure Package (including the Pricing Term Sheet), the Final Prospectus or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under subsection 6(a) or 6(b) above of notice of the commencement of any action, suit or proceeding (collectively, an “**action**”), such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify each party against whom indemnification is to be sought in writing of the commencement of such action (but the failure so to notify an indemnifying party shall not relieve such indemnifying party from any liability that it may have under this Section 6 except to the extent that it has been prejudiced in any material respect by such failure). In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement of such action, the indemnifying party will be entitled to participate in such action, and to the extent it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense of such action with counsel reasonably satisfactory to such indemnified party. Notwithstanding the foregoing, the indemnified party or parties shall have the right to employ its or their own counsel in any such action, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless (i) the employment of such counsel shall have been authorized in writing by the indemnifying parties in connection with the defense of such action, (ii) the indemnifying parties shall not have employed counsel to take charge of the defense of such action within a reasonable time after notice of commencement of the action, (iii) the named parties to such action (including any impleaded parties) include such indemnified party and the indemnifying parties (or such indemnifying parties have assumed the defense of such action), and such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to one or all of the indemnifying parties (in which case the indemnifying parties shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), or (iv) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, in any of which events such reasonable fees and expenses of counsel shall be borne by the indemnifying parties. In no event shall the indemnifying party be liable for the fees and expenses of more than one counsel (together with appropriate local counsel) at any time for all indemnified parties in connection with any one action or separate but substantially similar or related actions arising in the same jurisdiction out of the same general allegations or circumstances. An indemnifying party shall not be liable for any settlement of any claim or action effected without its written consent which consent may not be unreasonably withheld. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by paragraph (a) or (b) of this Section 6, then the indemnifying party agrees that it shall be liable for any settlement of any

proceeding effected without its written consent if (i) such settlement is entered into more than 60 Business Days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 45 days prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

7. Contribution.

(a) In order to provide for contribution in circumstances in which the indemnification provided for in Section 6 of this Agreement is for any reason held to be unavailable from the indemnifying party, or is insufficient to hold harmless a party indemnified under Section 6 of this Agreement, each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such aggregate Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuers, on the one hand, and the Underwriters, on the other hand, from the offering of the Notes or (ii) if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to above but also the relative fault of the Issuers, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The relative benefits received by the Issuers, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same proportion as (x) the total proceeds from the offering of the Notes (net of discounts and commissions but before deducting expenses) received by the Issuers are to (y) the total discounts and commissions received by the Underwriters as set forth in this Agreement. The relative fault of the Issuers, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuers or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or alleged statement or omission.

(b) The Issuers and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to above. Notwithstanding the provisions of this Section 7, (i) in no case shall any Underwriter be required to contribute any amount in excess of the amount by which the total discount and commissions applicable to the Notes pursuant to this Agreement exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of any untrue or alleged untrue statement or omission or alleged omission and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person, if any, who controls any Underwriter within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act and each director, officer,

employee and agent of the Underwriters shall have the same rights to contribution as the Underwriters, and each person, if any, who controls any Issuer within the meaning of Section 15 of the Act or Section 20(a) of the Exchange Act and each director, officer, employee and agent of such Issuer shall have the same rights to contribution as such Issuer. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action against such party in respect of which a claim for contribution may be made against another party or parties under this Section 7, notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any obligation it or they may have under this Section 7 or otherwise, except to the extent that it has been prejudiced in any material respect by such failure; *provided, however*, that no additional notice shall be required with respect to any action for which notice has been given under Section 6 for purposes of indemnification. Anything in this section to the contrary notwithstanding, no party shall be liable for contribution with respect to any action or claim settled without its written consent, *provided, however*, that such written consent was not unreasonably withheld. The obligations of the Underwriters to make any contributions pursuant to this Section 7(b) shall be several and not joint.

8. Conditions of Underwriters' Obligations. The obligations of the Underwriters to purchase and pay for the Notes, as provided for in this Agreement, shall be subject to satisfaction of the following conditions prior to or concurrently with such purchase:

(a) All of the representations and warranties of the Issuers contained in this Agreement and made pursuant to the provisions hereof shall be true and correct, or true and correct in all material respects where such representations and warranties are not qualified by materiality or Material Adverse Effect, on the date of this Agreement and, in each case after giving effect to the transactions contemplated hereby, on the Closing Date, except that if a representation and warranty is made as of a specific date, and such date is expressly referred to therein, such representation and warranty shall be true and correct (or true and correct in all material respects, as applicable) as of such date. The Issuers shall have performed or complied with all of the agreements and covenants contained in this Agreement and required to be performed or complied with by them at or prior to the Closing Date.

(b) The Final Prospectus, and any supplement thereto, shall have been filed in the manner and within the time period required by Rule 424(b) under the Act and shall be reasonably acceptable to the Representatives and shall have been printed and copies distributed to the Underwriters on the date of this Agreement or at such later date as the Underwriters may determine. Any material required to be filed with the Commission pursuant to Rule 433 under the Act has been filed within the applicable time periods prescribed for such filings by Rule 433 under the Act. No stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use or suspending the qualification or exemption from qualification of the Notes in any jurisdiction shall have been issued and no proceeding for that purpose shall have been commenced or shall be pending or threatened.

(c) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency, body, or official that would, as of the Closing Date, prevent the issuance of the Notes; and, except as disclosed in the Pricing Disclosure Package and Final Prospectus, no action, suit or proceeding shall have been

commenced and be pending against or affecting or, to the best knowledge of the Issuers, threatened against any Issuer before any court or arbitrator or any governmental body, agency or official that, if adversely determined, could reasonably be expected to have a Material Adverse Effect; and no stop order preventing the use of the Base Prospectus, the Preliminary Prospectus, the Pricing Disclosure Package, any Issuer Free Writing Prospectus or the Final Prospectus, or any amendment or supplement thereto, shall have been issued. The Company shall not have amended or supplemented the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Disclosure Package or the Final Prospectus or any Rule 462(b) Registration Statement unless the Underwriters shall previously have been advised of such proposed amendment or supplement at least two Business Days prior to the proposed use, and shall not have reasonably objected to such amendment or supplement.

(d) As of March 31, 2010, except as set forth in the Pricing Disclosure Package and Final Prospectus, neither the Company nor any Subsidiary shall have had any material liabilities or obligations, direct or contingent, that were not set forth in the Company's consolidated balance sheet as of such date or in the notes thereto set forth in the Pricing Disclosure Package and Final Prospectus. Since March 31, 2010, except as set forth or contemplated in the Pricing Disclosure Package and Final Prospectus, (a) none of the Company or its Subsidiaries has (1) incurred any liabilities or obligations, direct or contingent, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, (2) entered into any material transaction not in the ordinary course of business, or (3) purchased any of its outstanding capital stock, (b) there shall not have been any material adverse change, prospective change, event or development in respect of the business, properties, prospects, results of operations or condition (financial or other) of the Company or its Subsidiaries that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, (c) there shall have been no dividend or distribution of any kind declared, paid or made by the Company on any class of capital stock and (d) there shall not have been any material change in the capital stock, short-term debt or long-term debt of the Company or of any of the Subsidiaries, other than, as applicable, under any existing line of credit or revolving credit facility in the ordinary course of business.

(e) The Underwriters shall have received certificates, dated the Closing Date, signed by (x) the chief executive officer or the president and (y) the principal financial or accounting officer of each Issuer confirming, as of the Closing Date, to their knowledge, the matters set forth in paragraphs (a), (b), (c) and (d) of this Section 8.

(f) The Underwriters shall have received on the Closing Date opinions dated the Closing Date, addressed to the Underwriters, of (i) Troutman Sanders LLP, counsel to the Company and certain of the Guarantors, substantially in the form of Exhibit A hereto in form and substance reasonably satisfactory to the Representatives and counsel to the Underwriters and (ii) local counsel in Indiana, Maryland, and Tennessee, in form and substance reasonably satisfactory to the Representatives and counsel to the Underwriters.

(g) The Underwriters shall have received on the Closing Date an opinion or opinions (satisfactory in form and substance to the Representatives) dated the Closing Date of Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Underwriters.

(h) The Underwriters shall have received on the date hereof or as soon as practicable thereafter a “comfort letter” from Deloitte & Touche LLP, an independent registered public accounting firm with respect to the Company, dated the date of this Agreement, addressed to the Underwriters and the board of directors of the Company, in form and substance satisfactory to the Representatives and counsel to the Underwriters covering the financial and accounting information in the Registration Statement and the Pricing Disclosure Package. In addition, the Underwriters shall have received a “bring-down comfort letter” from Deloitte & Touche LLP, dated as of the Closing Date, addressed to the Underwriters and the board of directors of the Company and in the form of the “comfort letter” delivered on the date hereof, except that (i) it shall cover the financial and accounting information in the Final Prospectus and any amendment or supplement thereto and (ii) procedures shall be brought down to a date no more than 2 days prior to the Closing Date, and otherwise in form and substance satisfactory to the Representatives and counsel to the Underwriters.

(i) The Issuers and the Trustee shall have executed and delivered the Indenture and the Underwriters shall have received copies, conformed as executed, thereof.

(j) All government authorizations required in connection with the issue and sale of the Notes as contemplated under this Agreement and the performance of the Issuers’ obligations hereunder and under the Indenture and the Notes shall be in full force and effect.

(k) The Underwriters shall have been furnished with wiring instructions for the application of the proceeds of the Notes in accordance with this Agreement and such other information as they may reasonably request.

(l) Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Underwriters, shall have been furnished with such documents as they may reasonably request to enable them to review or pass upon the matters referred to in this Section 8 and in order to evidence the accuracy, completeness or satisfaction in all material respects of any of the representations, warranties or conditions contained in this Agreement.

(m) All agreements set forth in the representation letter of the Issuers to DTC relating to the approval of the Notes by DTC for “book-entry” transfer shall have been complied with.

(n) All costs, fees and expenses (including, without limitation, legal fees and expenses) and other compensation payable to the Underwriters and their affiliates in connection with the offering of the Notes shall have been, or simultaneously with the issuance of the Notes shall be, paid.

(o) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date, there shall not have been any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any Issuer’s debt by any “nationally recognized statistical rating organization,” as such term is defined for purposes of Rule 436(g) (2) under the Act.

(p) If there has been any amendment or supplement to the Final Prospectus, the Underwriters shall have been provided draft copies thereof at a reasonable time prior to the use thereof and the Underwriters shall not have objected to any such amendment or supplement.

(q) The Issuers shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

The documents required to be delivered by this Section 8 will be delivered at the office of counsel for the Underwriters on the Closing Date.

9. Underwriters' Information. The Issuers and the Underwriters severally acknowledge that the statements set forth in (i) the last paragraph of the cover page regarding delivery of the Notes, and (ii) the paragraphs under the caption "Underwriting" in the Preliminary Prospectus and the Final Prospectus related to selling concessions, stabilization and syndicate covering transactions constitute the only information furnished in writing by or on behalf of any Underwriter expressly for use in the Registration Statement, the Preliminary Prospectus the Pricing Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus.

10. Survival of Representations and Agreements. All representations and warranties, covenants, and agreements contained in or made pursuant to this Agreement, including the agreements contained in Sections 4(g) and 11(d), the indemnity agreements contained in Section 6 and the contribution agreements contained in Section 7 shall remain operative and in full force and effect regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Underwriters or any controlling person, representative, officer or director of the Underwriters or by or on behalf of the Issuers or any controlling person, representative, officer or director thereof, and shall survive delivery of and payment for the Notes to and by the Underwriters. The agreements contained in Sections 4(g), 6, 7, 9 and 11(d) shall survive the termination of this Agreement, including pursuant to Section 11.

11. Effective Date of Agreement; Termination.

(a) This Agreement shall become effective upon execution and delivery of a counterpart hereof by each of the parties hereto.

(b) The Underwriters shall have the right to terminate this Agreement at any time prior to the Closing Date by notice to the Company from the Underwriters, without liability (other than with respect to Sections 6 and 7) on the Underwriters' part to the Issuers if, on or prior to such date, (i) the Issuers shall have failed, refused or been unable to perform in any material respect any agreement on its part to be performed under this Agreement when and as required, (ii) any other condition to the obligations of the Underwriters under this Agreement to be fulfilled by the Issuers pursuant to Section 8 is not fulfilled when and as required and not waived in writing by the Underwriters, (iii) trading in any Issuer's securities on any exchange or in the over-the-counter market shall have been suspended, (iv) trading in securities generally on the New York Stock Exchange, the NASDAQ Global Select or NASDAQ Global Market shall have been suspended or materially limited, or minimum prices shall have been established thereon by the Commission, or by such exchange or other regulatory body or governmental

authority having jurisdiction, (v) a general banking moratorium shall have been declared by federal or New York authorities, (vi) there is an outbreak or escalation of hostilities or other national or international calamity, in any case involving the United States, on or after the date of this Agreement, or if there has been a declaration by the United States of a national emergency or war or other national or international calamity or crisis (economic, political, financial or otherwise) which affects the U.S. and international markets, making it, in the Representatives' judgment, impracticable to proceed with the offering or delivery of the Notes on the terms and in the manner contemplated in the Pricing Disclosure Package and Final Prospectus or (vii) there shall have been such a material adverse change or material disruption in the financial, banking or capital markets generally (including, without limitation, the markets for debt securities of companies similar to the Company) or the effect (or potential effect if the financial markets in the United States have not yet opened) of international conditions on the financial markets in the United States shall be such as, in the Representatives' judgment, to make it inadvisable or impracticable to proceed with the offering or delivery of the Notes on the terms and in the manner contemplated in the Pricing Disclosure Package and Final Prospectus.

(c) Any notice of termination pursuant to this Section 11 shall be given at the address specified in Section 12 below by telephone, telex, telephonic facsimile or telegraph, confirmed in writing by letter.

(d) If this Agreement shall be terminated pursuant to Section 11(b), or if the sale of the Notes provided for in this Agreement is not consummated because of any refusal, inability or failure on the part of the Issuers to satisfy any condition to the obligations of the Underwriters set forth in this Agreement to be satisfied on its part or because of any refusal, inability or failure on the part of the Issuers to perform any agreement in this Agreement or comply with any provision of this Agreement, the Issuers will reimburse the Underwriters for all of their reasonable out-of-pocket expenses (including, without limitation, the reasonable fees and expenses of the Underwriters' counsel) incurred in connection with this Agreement.

(e) If any one or more Underwriters shall fail to purchase and pay for any of the Notes agreed to be purchased by such Underwriter hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Notes set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Notes set forth opposite the names of all the remaining Underwriters) the Notes which the defaulting Underwriter or Underwriters agreed but failed to purchase; *provided, however*, that in the event that the principal amount of Notes which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Notes set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Notes, and if such nondefaulting Underwriters do not purchase all the Notes, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 11(e), the Closing Date shall be postponed for such period, not exceeding seven Business Days, as the Underwriters shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve

any defaulting Underwriter of its liability, if any, to the Company or any nondefaulting Underwriter for damages occasioned by its default hereunder.

12. Notice.

(a) All communications with respect to or under this Agreement, except as may be otherwise specifically provided in this Agreement, shall be in writing and shall be mailed, delivered, or, telegraphed or telecopied and confirmed in writing as follows:

If to the Company or any Guarantor:

Beazer Homes USA, Inc.
1000 Abernathy Road
Atlanta, Georgia 30328
Fax: 770-481-7364
Attention: Kenneth F. Khoury

with copy to:

Troutman Sanders LLP
600 Peachtree Street, NE Suite 5200
Atlanta, GA 30308
Fax: 404-885-3900
Attention: William Calvin Smith, Esq.

If to any Underwriter:

Credit Suisse Securities (USA) LLC
11 Madison Avenue
New York, New York 10010
Fax: 212-325-4296
Attention: LCD-IBD

and

Citigroup Global Markets Inc.
88 Greenwich Street
New York, NY 10013
Fax: 212-816-7912
Attention: General Counsel

with copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, CA 90071-3144
Fax: 213-687-5600
Attention: Casey T. Fleck, Esq.

(b) All such notices and communications shall be deemed to have been duly given: (i) when delivered by hand, if personally delivered, (ii) five Business Days after being deposited in the mail, postage prepaid, if mailed; (iii) when receipt acknowledged by telecopier machine, if telecopied; and (iv) and one Business Day after being timely delivered to a next-day air courier.

13. Parties. This Agreement shall inure solely to the benefit of, and shall be binding upon, the Underwriters, the Issuers and the controlling persons and agents referred to in Sections 6 and 7, and their respective successors and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained. The term "successors and assigns" shall not include a purchaser, in its capacity as such, of Notes from the Underwriters.

14. Construction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to any provisions thereof relating to conflicts of law).

15. Captions. The captions included in this Agreement are included solely for convenience of reference and are not to be considered a part of this Agreement.

16. Counterparts. This Agreement may be executed in various counterparts each of which when taken together shall be deemed an original and shall constitute one and the same instrument.

17. No Fiduciary Relationship. The Issuers hereby acknowledge that the Underwriters are acting solely as underwriters in connection with the purchase and sale of the Notes. The Issuers further acknowledge that each of the Underwriters is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis and in no event do the parties intend that any Underwriter act or be responsible as a fiduciary to the Issuers, their management, stockholders, creditors or any other person in connection with any activity that such Underwriter may undertake or has undertaken in furtherance of the purchase and sale of the Notes, either before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligations to the Issuers, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Issuers hereby confirm their understanding and agreement to that effect. The Issuers and each Underwriter agree that they are each responsible for making their own independent judgments with respect to any such transactions, and that any opinions or views expressed by any Underwriter to the Issuers regarding such transactions, including but not limited to any opinions or views with respect to the price or market for the Notes, do not constitute advice or recommendations to the Issuers. The Issuers hereby waive and release, to the fullest extent permitted by law, any claims that the Issuers may have against the Underwriters with respect to any breach or alleged breach of any fiduciary or similar duty to the Issuers in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

If the foregoing Underwriting Agreement correctly sets forth the understanding among the Issuers and the Underwriters, please so indicate in the space provided below for the purpose, whereupon this letter and your acceptance shall constitute a binding agreement among the Issuers and the Underwriters.

BEAZER HOMES USA, INC.

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President and Chief
Financial Officer

APRIL CORPORATION

BEAZER ALLIED COMPANIES HOLDINGS, INC.

BEAZER GENERAL SERVICES, INC.

BEAZER HOMES CORP.

BEAZER HOMES HOLDINGS CORP.

BEAZER HOMES INDIANA HOLDINGS CORP.

BEAZER HOMES SALES, INC.

BEAZER HOMES TEXAS HOLDINGS, INC.

BEAZER REALTY CORP.

BEAZER REALTY, INC.

BEAZER REALTY LOS ANGELES, INC.

BEAZER REALTY SACRAMENTO, INC.

BEAZER/SQUIRES REALTY, INC.

HOMEBUILDERS TITLE SERVICES OF VIRGINIA, INC.

HOMEBUILDERS TITLE SERVICES, INC.

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

BEAZER MORTGAGE CORPORATION

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: President

BEAZER HOMES INDIANA LLP

By: BEAZER HOMES INVESTMENTS, LLC,
its Managing Partner

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

ARDEN PARK VENTURES, LLC
BEAZER CLARKSBURG, LLC
BEAZER COMMERCIAL HOLDINGS, LLC
DOVE BARRINGTON DEVELOPMENT LLC
BEAZER HOMES INVESTMENTS, LLC
BEAZER HOMES MICHIGAN, LLC
ELYSIAN HEIGHTS POTOMIA, LLC

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

BEAZER HOMES TEXAS, L.P.

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

BEAZER REALTY SERVICES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

BEAZER SPE, LLC

By: BEAZER HOMES HOLDINGS CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

BH BUILDING PRODUCTS, LP

By: BH PROCUREMENT SERVICES, LLC,
its General Partner

By: BEAZER HOMES TEXAS, L.P.,
its Sole Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

BH PROCUREMENT SERVICES, LLC

By: BEAZER HOMES TEXAS, L.P.,
its Sole Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

PARAGON TITLE, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member and Manager

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

TRINITY HOMES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

CLARKSBURG ARORA LLC

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

CLARKSBURG SKYLARK, LLC

By: CLARKSBURG ARORA LLC,
its Sole Member

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

Confirmed and accepted as of
the date first above written:

CREDIT SUISSE SECURITIES (USA) LLC
as Representative of the Underwriters

By: /s/ Eric Anderson
Name: Eric Anderson
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.
as Representative of the Underwriters

By: /s/ David Leland
Name: David Leland
Title: Director

[SIGNATURE PAGE TO SENIOR NOTES OFFERING UNDERWRITING AGREEMENT]

Underwriter	Principal Amount of Notes To Be Purchased
Credit Suisse Securities (USA) LLC	\$120,000,000
Citigroup Global Markets Inc.	\$120,000,000
Deutsche Bank Securities Inc.	\$45,000,000
Moelis & Company LLC	\$15,000,000
Total	\$300,000,000

Sch I-1

Guarantors

Beazer General Services, Inc.
Beazer Homes Corp.
Beazer/Squires Realty, Inc.
Beazer Homes Sales, Inc.
Beazer Homes Investments, LLC
Beazer Realty Corp.
Beazer Homes Holdings Corp.
Beazer Homes Indiana Holdings Corp.
Beazer Homes Texas Holdings, Inc.
Beazer Homes Texas, L.P.
Beazer Homes Indiana LLP
April Corporation
Beazer SPE, LLC
Beazer Realty, Inc.
Beazer Realty Services, LLC
Beazer Realty Los Angeles, Inc.
Beazer Realty Sacramento, Inc.
BH Building Products, LP
BH Procurement Services, LLC
Homebuilders Title Services of Virginia, Inc.
Homebuilders Title Services, Inc.
Beazer Allied Companies Holdings, Inc.
Paragon Title, LLC
Trinity Homes, LLC
Beazer Commercial Holdings, LLC
Beazer Clarksburg, LLC
Arden Park Ventures, LLC
Beazer Mortgage Corporation
Beazer Homes Michigan, LLC
Dove Barrington Development LLC
Clarksburg Arora LLC
Clarksburg Skylark, LLC
Elysian Heights Potomia, LLC

Schedule III

Subsidiary	Jurisdiction of Incorporation or Formation	Owners	% Owned by the Company (directly or indirectly)
Beazer Homes Corp.	TN	Beazer Homes Holdings Corp.	100
Beazer/Squires Realty, Inc.	NC	Beazer Homes Corp.	100
Beazer Homes Sales, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Realty Corp.	GA	Beazer Homes Corp.	100
Beazer Mortgage Corporation	DE	Beazer Homes USA, Inc.	100
Beazer General Services, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Homes Holdings Corp.	DE	Beazer Homes USA, Inc.	100
Beazer Homes Texas Holdings, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Homes Texas, L.P.	DE	Beazer Homes Holdings Corp.; Beazer Homes Texas Holdings, Inc.	100
April Corporation	CO	Beazer Homes Holdings Corp.	100
Beazer SPE, LLC	GA	Beazer Homes Holdings Corp.	100
Beazer Homes Investments, LLC	DE	Beazer Homes Corp.	100
Beazer Realty, Inc.	NJ	Beazer Homes Corp.	100
Homebuilders Title Services of Virginia, Inc.	VA	Beazer Homes USA, Inc.	100
Homebuilders Title Services, Inc.	DE	Beazer Homes USA, Inc.	100
Beazer Allied Companies Holdings, Inc.	DE	Beazer Homes Holdings Corp.	100
United Home Insurance Company A Risk Retention Group	VT	Beazer Homes Corp.; Beazer Homes Holdings Corp.; Beazer Homes Texas Holdings, Inc.	100
Security Title Insurance Company	VT	Beazer Homes USA, Inc	100
Builders Homesite, Inc.	DE	Beazer Homes Holdings Corp. (Cooperative Consortium Among Builders)	(Common 2,206,230 shares; Series A-2 Preferred 1,691,410)
Paragon Title, LLC	IN	Beazer Homes Investments, LLC	100

Sch III-1

Subsidiary	Jurisdiction of Incorporation or Formation	Owners	% Owned by the Company (directly or indirectly)
Trinity Homes, LLC	IN	Beazer Homes Investments, LLC; Beazer Homes Indiana LLP	100
Beazer Homes Indiana LLP	IN	Beazer Homes Investments, LLC; Beazer Homes Indiana Holdings Corp.; Beazer Homes Corp.	100
Beazer Homes Indiana Holdings Corp.	DE	Beazer Homes Investments, LLC	100
Beazer Realty Services, LLC	DE	Beazer Homes Investments, LLC	100
Beazer Realty Los Angeles, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Realty Sacramento, Inc.	DE	Beazer Homes Holdings Corp.	100
BH Building Products, LP	DE	Beazer Homes Texas, L.P.; BH Procurement Services, LLC	100
BH Procurement Services, LLC	DE	Beazer Homes Texas, L.P.	100
Beazer Commercial Holdings, LLC	DE	Beazer Homes Corp.	100
Beazer Clarksburg, LLC	MD	Beazer Homes Corp.	100
Arden Park Ventures, LLC	FL	Beazer Homes Corp.	100
Beazer Homes Capital Trust I	DE	Beazer Homes USA, Inc.	*
Beazer Homes Michigan, LLC	DE	Beazer Homes Corp.	100
Dove Barrington Development LLC	DE	Beazer Homes Corp.	100
Ridings Development LLC	DE	Beazer Homes Corp.; Centex Homes	99
Clarksburg Arora LLC	MD	Beazer Clarksburg, LLC	100
Clarksburg Skylark, LLC	MD	Clarksburg Arora LLC	100
Elysian Heights Potomia, LLC	VA	Beazer Homes Corp.	100

* Statutory trust of which Beazer Homes USA, Inc. is the beneficiary. However, Beazer Homes USA, Inc. does not exercise any control over Beazer Homes Capital Trust I.

Schedule IV

Subsidiary	Jurisdiction of Incorporation or Formation	Owners	% Owned by the Company (directly or indirectly)
Imagine Built Homes, Ltd	TX	Beazers Homes Texas, L.P.; B.F. Managing Partners, LLC; BFF Partners LTD	33.33
Castle Star Development Company, LLC	CO	April Corporation; Tom Hall Building Corporation; North 180, LLC	49
Castle Star Commercial Investments, LLC	CO	April Corporation; Tadapтанam, LLC; Charles H. Sanford; Perry A. Cadman	49
FallBrook Partners, LLC	CO	Beazer Homes Holdings Corp.; Meritage Homes of Colorado, Inc.	50
Beach Boulevard Venture, LLC	FL	Beazer Homes Corp; Intervest Construction of JAX, Inc.	50
West Kernan, LLC	FL	Beazer Homes Corp; Intervest Construction of JAX, Inc.	50
South Edge, LLC	NV	Beazer Homes Holdings Corp; Focus South Group, LLC; MTH Homes Nevada, Inc.; Almeda Investments, LLC; Kimball Hill Homes Nevada; Pardee Homes of Nevada; Coleman-Toll Limited Partnership, LLC; Beazer Homes Holdings Corp.; KB Home Nevada Inc.	2.58
904 Georgetown Treatment Plant, LLC	NC	Beazer Homes Corp; North Star Management, Inc. Sandpiper Bay Land Company, Inc.	25
Belmont, LLC	FL	Beazer Homes Corp; Residential Funding Corporation	50
Long Lake Ranch, LLC	FL	Beazer Homes Corp; M/I Homes of Tampa, LLC	50
WCD Associates, LLC	IN	Beazer Homes Corp; MGB; Bill Olsen	37.5

Sch IV-1

Subsidiary	Jurisdiction of Incorporation or Formation	Owners	% Owned by the Company (directly or indirectly)
Fair Chase Development, LLC	DE	Beazer Homes Corp; Centex Homes	50
Lansdowne Town Center, LLC	VA	Beazer Homes Corp.; Centex Homes; Van Metre Lansdowne Town Center, LLC	50
Creekside Development, LLC	VA	Beazer Homes Corp.; Centex Homes; Van Metre Creekside Investment, LLC	49
Lansdowne Community Development, LLC	VA	Beazer Homes Corp.; Centex Homes; WL Homes LLC, dba John Laing homes; Van Metre Lansdowne Investments, LLC	25

Sch IV-2

Pricing Term Sheet



US\$300,000,000

Beazer Homes USA, Inc.

9.125% Senior Notes due June 15, 2018

The information in this pricing term sheet supplements, updates and supersedes the information in the Preliminary Prospectus Supplement. Terms used but not otherwise defined herein shall have the meanings assigned to such terms cited in the Preliminary Prospectus Supplement.

Issuer:	Beazer Homes USA, Inc.
Security Description:	Senior Notes
Face:	\$300,000,000
Gross Proceeds:	\$295,050,000
Coupon:	9.125%
Maturity Date:	June 15, 2018
Issue Price:	100.000%
Yield to Maturity:	9.125%
Spread to Treasury:	585 bps
Benchmark Treasury:	3.875% UST due May 15, 2018
Ratings:	Caa2/CCC
Interest Payment Dates:	June 15 and December 15
First Interest Payment Date:	June 15, 2010

Optional Redemption:	<u>Date</u>	<u>Percentage</u>
	2014	104.563%
	2015	102.281%
	2016 and thereafter	100.000%

Make-Whole	Callable prior to the first call date at make-whole call of T+ 0.50%
Equity Claw-back:	Up to 35% at 109.125% of principal plus interest until June 15, 2013
Joint Book-Running Managers:	Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc.
Joint Lead Manager:	Deutsche Bank Securities Inc.
Co-Manager:	Moelis & Company LLC
Trade Date:	May 4, 2010
Settlement Date:	May 20, 2010 (T+12)
CUSIP and ISIN Numbers:	CUSIP: 07556Q AV7 ISIN: US07556QAV77
Minimum Allocations:	\$2,000
Increments:	\$1,000
Distribution:	SEC Registered

Settlement

The issuer expects that delivery of the notes will be made against payment therefor on or about May 20, 2010, which will be the twelfth business day following the date of pricing of the notes (this settlement cycle being referred to as "T+12"). Under Rule 15c6-1 of the SEC under the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to that trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or the next eight succeeding business days will be required, by virtue of the fact that the notes initially will settle in T+12, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisor.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, prospectuses may be obtained from: Credit Suisse Securities (USA) LLC, Prospectus Department, One Madison Avenue, New York, NY 10010 (Telephone: (800) 221-1037) or Citigroup Global Markets Inc., Brooklyn Army Terminal, 140 58th Street, 8th Floor, Brooklyn, NY 11220 (Attention: Prospectus Department; Telephone: (800) 831-9146; E-mail: batprospectusdept@citi.com).

Issuer Free Writing Prospectus (included in the Pricing Disclosure Package)

Issuer Free Writing Prospectus dated May 4, 2010.

Sch VI-1

BEAZER HOMES USA, INC. AND THE SUBSIDIARY GUARANTORS PARTY HERETO,

9.125% Senior Notes due 2018

Thirteenth Supplement Indenture

Dated as of May 20, 2010

U.S. BANK NATIONAL ASSOCIATION,
Trustee

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THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of May 20, 2010 (the "Supplemental Indenture"), to the Indenture, dated as of April 17, 2002 (as amended, modified or supplemented from time to time prior to the date hereof in accordance therewith, the "Base Indenture" and, together with this Supplemental Indenture, the "Indenture"), by and among BEAZER HOMES USA, INC., a Delaware corporation (the "Company"), the Subsidiary Guarantors (as defined herein) and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the holders of Notes (as defined herein).

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have duly authorized the execution and delivery of the Base Indenture to provide for the issuance from time to time of senior debt securities ("Securities") to be issued in one or more series as in the Base Indenture provided;

WHEREAS, the Company and the Subsidiary Guarantors desire and have requested the Trustee to join them in the execution and delivery of this Supplemental Indenture in order to establish and provide for the issuance by the Company of a series of Securities designated as its 9.125% Senior Notes due 2018, in the initial aggregate principal amount of \$300,000,000. The 9.125% Senior Notes due 2018 shall be substantially in the form attached hereto as Exhibit A (the "Notes"), guaranteed by the Subsidiary Guarantors, on the terms set forth herein;

WHEREAS, Section 2.01 of the Base Indenture provides that a supplemental indenture may be entered into by the Company, the Subsidiary Guarantors and the Trustee for such purpose provided certain conditions are met;

WHEREAS, the conditions set forth in the Base Indenture for the execution and delivery of this Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company, the Subsidiary Guarantors and the Trustee, in accordance with its terms, and a valid amendment of, and supplement to, the Base Indenture have been done.

NOW, THEREFORE:

In consideration of the premises and the purchase and acceptance of the Notes by the holders thereof, the Company and the Subsidiary Guarantors mutually covenant and agree with the Trustee, for the equal and ratable benefit of the Holders, that the Base Indenture is supplemented and amended, to the extent expressed herein, as follows:

ARTICLE ONE

The 9.125% Senior Notes due 2018

Section 1.01 Designation of 9.125% Senior Notes due 2018. The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Notes, which shall not be limited in aggregate principal amount, and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. Pursuant to this Supplemental Indenture, there is hereby created and designated a series of Securities under the Base Indenture entitled "9.125% Senior Notes due 2018." The Notes shall be in the form of Exhibit A hereto. The Notes shall be guaranteed by the Subsidiary Guarantors as provided herein. The Notes may bear an appropriate legend regarding original issue discount for federal income tax purposes. Subject to the terms herein, including compliance with Section 3.05 hereof, the Company may, at its option, without consent from the Holders, issue additional Notes from time to time.

Section 1.02 Interest. The Notes shall bear interest at the rate set forth in the Notes. Interest on the Notes shall be payable to the persons in whose name the Notes are registered at the close of business on the Record Date for such interest payment. The date from which interest shall accrue for each Note shall be the most recent to occur of May 20, 2010 or the most recent Interest Payment Date.

Section 1.03 Redemption. The Company, at its option, may redeem the Notes in accordance with the provisions set forth in the Notes and in accordance with the provisions of the Base Indenture, including, without limitation, Article Three thereof.

Section 1.04 Maturity. The date on which the principal of the Notes is payable, unless accelerated pursuant to the terms hereof, shall be June 15, 2018.

Section 1.05 Restrictive Legends. Section 2.15(f) of the Base Indenture is hereby replaced in its entirety as follows:

"(f) Each Global Security shall also bear the following legend on the face thereof:

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.15(d) OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.15(b) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.10 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY

BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

Section 1.06 Other Terms of the Notes.

Without limiting the foregoing provisions of this Article One, the terms of the Notes shall be as set forth in the form of Note set forth in Exhibit A hereto and as provided in the Base Indenture.

The Notes shall be payable and may be presented for payment, purchase, conversion, registration of transfer and exchange, without service charge, at the office of the Company maintained for such purpose in New York, New York, which shall initially be the office or agency of the Trustee.

ARTICLE TWO

Certain Definitions

The following terms have the meanings set forth below in this Supplemental Indenture. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Base Indenture. To the extent terms defined herein differ from the Base Indenture the terms defined herein will govern.

“Acquired Indebtedness” means Indebtedness of any Person and its Subsidiaries existing at the time such Person became a Subsidiary of the Company (or such Person is merged with or into the Company or one of the Company’s Subsidiaries) or assumed in connection with the acquisition of assets from any such Person, including, without limitation, Indebtedness Incurred

in connection with, or in contemplation of (i) such Person being merged with or into or becoming a Subsidiary of the Company or one of its Subsidiaries (but excluding Indebtedness of such Person which is extinguished, retired or repaid in connection with such Person being merged with or into or becoming a Subsidiary of the Company or one of its Subsidiaries) or (ii) such acquisition of assets from any such Person.

“Adjusted Consolidated Tangible Net Worth” of the Company means Consolidated Tangible Net Worth plus the amount of any Mandatory Convertible Notes.

“Adjusted Indebtedness” of the Company means the Company’s Indebtedness minus the amount of any Mandatory Convertible Notes.

“Affiliate” of any Person means any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes hereof, each executive officer and director of the Company and each Subsidiary of the Company will be an Affiliate of the Company. In addition, for purposes hereof, control of a Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, the term “Affiliate” will not include, with respect to the Company or any Restricted Subsidiary which is a Wholly Owned Subsidiary of the Company, any Restricted Subsidiary which is a Wholly Owned Subsidiary of the Company.

“Applicable Premium” means, with respect to a Note at any redemption date, the greater of (i) 1.00% of the principal amount of such Note and (ii) the excess of (a) the present value at such redemption date of (1) the redemption price of such Note on June 15, 2014 (such redemption price being described under Section 5(b) of such Note, exclusive of any accrued interest) plus (2) all required remaining scheduled interest payments due on such Note through June 15, 2014 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate plus 0.50% per annum, over (b) the principal amount of such Note on such redemption date.

“Asset Sale” for any Person means the sale, transfer, lease, conveyance or other disposition (including, without limitation, by merger, consolidation or sale and leaseback transaction, and whether by operation of law or otherwise) of any of that Person’s assets (including, without limitation, the sale or other disposition of Capital Stock of any Subsidiary of such Person, whether by such Person or such Subsidiary), whether owned on the date hereof or subsequently acquired in one transaction or a series of related transactions, in which such Person and/or its Subsidiaries receive cash and/or other consideration (including, without limitation, the unconditional assumption of Indebtedness of such Person and/or its Subsidiaries) having an aggregate Fair Market Value of \$5.0 million or more as to each such transaction or series of related transactions; *provided, however*, that none of the following shall constitute an Asset Sale:

- (i) a transaction or series of related transactions that results in a Change of Control;
- (ii) sales of homes or land in the ordinary course of business;

(iii) sales, leases, conveyances or other dispositions, including, without limitation, exchanges or swaps, of real estate or other assets, in each case in the ordinary course of business, for development or disposition of the Company's or any of its Subsidiaries' projects;

(iv) sales, leases, sale-leasebacks or other dispositions of amenities, model homes and other improvements at the Company's or its Subsidiaries' projects in the ordinary course of business;

(v) transactions between the Company and any of its Restricted Subsidiaries, or among such Restricted Subsidiaries;

(vi) a transaction involving the sale of Capital Stock of, or the disposition of assets in, an Unrestricted Subsidiary;

(vii) any exchange or swap of assets of the Company or any Restricted Subsidiary for assets (including Capital Stock of any Person that is or will be a Restricted Subsidiary following receipt thereof) that (i) are to be used by the Company or any Restricted Subsidiary in the ordinary course of business and (ii) have a Fair Market Value not less than the Fair Market Value of the assets exchanged or swapped;

(viii) any disposition of Cash Equivalents or obsolete or worn out equipment, in each case, in the ordinary course of business;

(ix) the sale or other disposition of assets no longer used or useful in the conduct of business of the Company or any of its Restricted Subsidiaries; and

(x) the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under Section 3.02 hereof

“Bankruptcy Law” means title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

“Book Value” means, with respect to any asset of the Company or any of its Subsidiaries, the book value thereof as reflected in the most recent consolidated financial statements of the Company filed with SEC (or if such asset has been acquired after the date of such financial statements, the then-current book value thereof as reasonably determined by the Company consistent with recent practices).

“Business Day” means any day other than a Legal Holiday.

“Capital Stock” of any Person means any and all shares, rights to purchase, warrants or options (whether or not currently exercisable), participations, or other equivalents of or interests in (however designated and whether voting or non-voting) the equity (which includes, but is not limited to, common stock, preferred stock and partnership and joint venture interests) of such Person (excluding any debt securities that are convertible into, or exchangeable for, such equity).

“Capitalized Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under a lease that is required to be capitalized for financial reporting

purposes in accordance with GAAP, and the amount of such obligation will be the capitalized amount thereof determined in accordance with GAAP.

“Cash Equivalents” means any security or instrument that constitutes a cash equivalent under GAAP, including any of the following:

(i) direct obligations of the United States or any agency thereof or obligations guaranteed by the United States or any agency thereof, in each case maturing within one year of the date of acquisition thereof;

(ii) certificates of deposit, time deposits, bankers acceptances and other obligations placed with commercial banks organized under the laws of the United States of America or any state thereof, or branches or agencies of foreign banks licensed under the laws of the United States of America or any state thereof, having a short-term rating of not less than A- by Moody’s or S&P at the time of acquisition, and having a maturity of not more than one year;

(iii) commercial paper rated at least P-1, A-1 or the equivalent thereof by Moody’s or S&P, respectively, and in each case and maturing not more than one year from the date of the acquisition thereof;

(iv) repurchase agreements or money-market accounts which are fully secured by direct obligations of the United States or any agency thereof; and

(v) investments in money market funds (a) substantially all of the assets of which consist of investments described in the foregoing clauses (i) through (iv) or (b) which (1) have total net assets of at least \$2.0 billion, (2) have investment objectives and policies that substantially conform with the Company’s investment policy as in effect from time to time, (3) purchase only first-tier or U.S. government obligations as defined by Rule 2a-7 of the SEC promulgated under the Investment Company Act of 1940 and (4) otherwise comply with such Rule 2a-7.

“Change of Control” means any of the following:

(i) the sale, transfer, lease, conveyance or other disposition (in one transaction or a series of transactions) of all or substantially all of the Company’s assets as an entirety or substantially as an entirety to any Person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act); provided that a transaction where the holders of all classes of Common Equity of the Company immediately prior to such transaction own, directly or indirectly, 50% or more of the aggregate voting power of all classes of Common Equity of such Person or group immediately after such transaction will not be a Change of Control;

(ii) the acquisition by the Company and/or any of its Subsidiaries of 50% or more of the aggregate voting power of all classes of Common Equity of the Company in one transaction or a series of related transactions;

(iii) the liquidation or dissolution of the Company; provided that a liquidation or dissolution of the Company which is part of a transaction or series of related transactions that

does not constitute a Change of Control under the “provided” clause of clause (i) above will not constitute a Change of Control under this clause (iii);

(iv) any transaction or a series of related transactions (as a result of a tender offer, merger, consolidation or otherwise) that results in, or that is in connection with, (a) any Person, including a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) acquiring “beneficial ownership” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the aggregate voting power of all classes of Common Equity of the Company or of any Person that possesses “beneficial ownership” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the aggregate voting power of all classes of Common Equity of the Company or (b) less than 50% (measured by the aggregate voting power of all classes) of the Common Equity of the Company being registered under Section 12(b) or 12(g) of the Exchange Act;

(v) a majority of the Board of Directors of the Company not being comprised of Continuing Directors; or

(vi) a change of control shall occur as defined in the instrument governing any publicly-traded debt securities of the Company which requires the Company to repay or repurchase such debt securities.

“Change of Control Offer” shall have the meaning set forth in Section 3.03(a) hereof.

“Change of Control Payment Date” shall have the meaning set forth in Section 3.03(a) hereof.

“Change of Control Price” shall have the meaning set forth in Section 3.03(a) hereof.

“Common Equity” of any Person means all Capital Stock of such Person that is generally entitled to (i) vote in the election of directors of such Person or (ii) if such Person is not a corporation, vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management and policies of such Person.

“Consolidated Cash Flow Available for Fixed Charges” of the Company and its Restricted Subsidiaries means for any period, the sum of the amounts for such period of:

(i) Consolidated Net Income, plus

(ii) Consolidated Income Tax Expense (without regard to income tax expense or credits attributable to extraordinary and nonrecurring gains or losses on Asset Sales), plus

(iii) Consolidated Interest Expense, plus

(iv) all depreciation, and, without duplication, amortization (including, without limitation, capitalized interest amortized to cost of sales), plus

(v) all other non-cash items reducing Consolidated Net Income during such period, minus

all other non-cash items increasing Consolidated Net Income during such period; all as determined on a consolidated basis for the Company and its Restricted Subsidiaries in accordance with GAAP.

“Consolidated Fixed Charge Coverage Ratio” of the Company means, with respect to any determination date, the ratio of (i) Consolidated Cash Flow Available for Fixed Charges of the Company for the prior four full fiscal quarters for which financial results have been reported immediately preceding the determination date to (ii) the aggregate Consolidated Interest Incurred of the Company for the prior four full fiscal quarters for which financial results have been reported immediately preceding the determination date; *provided* that:

(i) with respect to any Indebtedness Incurred during, and remaining outstanding at the end of, such four full fiscal quarters period, such Indebtedness will be assumed to have been incurred as of the first day of such four full fiscal quarters period;

(ii) with respect to Indebtedness repaid (other than a repayment of revolving credit obligations repaid solely out of operating cash flows) during such four full fiscal quarters period, such Indebtedness will be assumed to have been repaid on the first day of such four full fiscal quarters period;

(iii) with respect to the Incurrence of any Acquired Indebtedness, such Indebtedness and any proceeds therefrom will be assumed to have been Incurred and applied as of the first day of such four full fiscal quarters period, and the results of operations of any Person and any Subsidiary of such Person that, in connection with or in contemplation of such Incurrence, becomes a Subsidiary of the Company or is merged with or into the Company or one of the Company’s Subsidiaries or whose assets are acquired, will be included, on a pro forma basis, in the calculation of the Consolidated Fixed Charge Coverage Ratio as if such transaction had occurred on the first day of such four full fiscal quarters period; and

(iv) with respect to any other transaction pursuant to which any Person becomes a Subsidiary of the Company or is merged with or into the Company or one of the Company’s Subsidiaries or pursuant to which any Person’s assets are acquired, such Consolidated Fixed Charge Coverage Ratio shall be calculated on a pro forma basis as if such transaction had occurred on the first day of such four full fiscal quarters period, but only if such transaction would require a pro forma presentation in financial statements prepared pursuant to Rule 11-02 of Regulation S-X under the Securities Act.

“Consolidated Income Tax Expense” of the Company for any period means the income tax expense of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

“Consolidated Interest Expense” of the Company for any period means the Interest Expense of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

“Consolidated Interest Incurred” of the Company for any period means the Interest Incurred of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

“Consolidated Net Income” of the Company for any period means the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that there will be excluded from such net income (to the extent otherwise included therein), without duplication:

(i) the net income (or loss) of any Person (other than a Restricted Subsidiary) in which any Person (including, without limitation, an Unrestricted Subsidiary) other than the Company or any Restricted Subsidiary has an ownership interest, except to the extent that any such income has actually been received by the Company or any Restricted Subsidiary in the form of cash dividends or similar cash distributions during such period, or in any other form but converted to cash during such period;

(ii) except to the extent includable in Consolidated Net Income pursuant to the foregoing clause (i), the net income (or loss) of any Person that accrued prior to the date that (a) such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or any of its Restricted Subsidiaries or (b) the assets of such Person are acquired by the Company or any of its Restricted Subsidiaries;

(iii) the net income of any Restricted Subsidiary to the extent that (but only so long as) the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of that income is not permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary during such period;

(iv) in the case of a successor to the Company by consolidation, merger or transfer of its assets, any earnings of the successor prior to such merger, consolidation or transfer of assets; and

(v) the gains (but not losses) realized during such period by the Company or any of its Restricted Subsidiaries resulting from (a) the acquisition of securities issued by the Company or extinguishment of Indebtedness of the Company or any of its Restricted Subsidiaries, (b) Asset Sales by the Company or any of its Restricted Subsidiaries and (c) other extraordinary items realized by the Company or any of its Restricted Subsidiaries.

Notwithstanding the foregoing, in calculating Consolidated Net Income, the Company will be entitled to take into consideration the tax benefits associated with any loss described in clause (v) of the preceding sentence, but only to the extent such tax benefits are actually recognized by the Company or any of its Restricted Subsidiaries during such period; provided, further, that there will be included in such net income, without duplication, the net income of any Unrestricted Subsidiary to the extent such net income is actually received by the Company or any of its Restricted Subsidiaries in the form of cash dividends or similar cash distributions during such period, or in any other form but converted to cash during such period.

“Consolidated Tangible Assets” of the Company as of any date means the total amount of assets of the Company and its Restricted Subsidiaries (less applicable reserves) on a consolidated basis at the end of the fiscal quarter immediately preceding such date, as determined in accordance with GAAP, less: (i) Intangible Assets and (ii) appropriate adjustments on account of minority interests of other Persons holding equity investments in Restricted Subsidiaries, in the case of each of clauses (i) and (ii) above, as reflected on the consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the fiscal quarter immediately preceding such date.

“Consolidated Tangible Net Worth” of the Company as of any date means the stockholders’ equity (including any Preferred Stock that is classified as equity under GAAP, other than Disqualified Stock) of the Company and its Restricted Subsidiaries on a consolidated basis at the end of the fiscal quarter immediately preceding such date, as determined in accordance with GAAP, plus any amount of unvested deferred compensation included, in accordance with GAAP, as an offset to stockholders’ equity, less the amount of Intangible Assets reflected on the consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the fiscal quarter immediately preceding such date.

“Continuing Director” means at any date a member of the Board of Directors of the Company who:

(i) was a member of the Board of Directors of the Company on the Issue Date; or

(ii) was nominated for election or elected to the Board of Directors of the Company with the affirmative vote of at least a majority of the directors who were Continuing Directors at the time of such nomination or election.

“Covenant Defeasance” shall have the meaning set forth in Section 8.01(c) of the Indenture.

“Covenant Trigger Date” means the earlier of (i) 24 months from the Issue Date and (ii) the date that the Net Income Threshold is met.

“Credit Facilities” means, with respect to the Company or any of its Restricted Subsidiaries, one or more debt facilities or other financing arrangements (including, without limitation, commercial paper or letter of credit facilities or indentures) providing for revolving credit loans, term loans, letters of credit or other Indebtedness (including the Revolving Credit Facility), including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof and any indentures, credit facilities, letter of credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof (provided that such increase in borrowings is permitted by Section 3.05 hereof) or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

“Custodian” means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

“Default” means any event, act or condition that is, or after notice or the passage of time, or both, would be, an Event of Default.

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.15 of the Indenture, substantially in the form of Exhibit A hereto, except that such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interests in the Global Note” attached thereto.

“Depository” means, with respect to the Notes issuable or issued in whole or in part in global form, The Depository Trust Company, and any and all successors thereto appointed as Depository hereunder and having become such pursuant to the applicable provision of the Indenture.

“Disqualified Stock” means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the final maturity date of the Notes; *provided* that any Capital Stock which would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require the Company to repurchase or redeem such Capital Stock upon the occurrence of a change of control occurring prior to the final maturity of the Notes will not constitute Disqualified Stock if the change of control provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than those contained in Section 3.03 hereof and such Capital Stock specifically provides that the Company will not repurchase or redeem (or be required to repurchase or redeem) any such Capital Stock pursuant to such provisions prior to the Company’s repurchase of Notes pursuant to Section 3.03 hereof.

“Disqualified Stock Dividend” of any Person means, for any dividend payable with regard to Disqualified Stock issued by such Person, the amount of such dividend multiplied by a fraction, the numerator of which is one and the denominator of which is one minus the maximum statutory combined federal, state and local income tax rate (expressed as a decimal number between 1 and 0) then applicable to such Person.

“Equity Offering” means a public or private equity offering or sale after the Issue Date by the Company for cash of Capital Stock, other than an offering or sale of Disqualified Stock.

“Event of Default” has the meaning set forth in Section 6.01(a) of the Indenture.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Existing Indebtedness” means all of the Indebtedness of the Company and its Subsidiaries that is outstanding on the date hereof.

“GAAP” means generally accepted accounting principles set forth in the opinions and interpretations of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and interpretations of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, as in effect from time to time. At any time after the Issue Date, the Company may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided herein); *provided* that any such election, once made, shall be irrevocable; *provided, further*, any calculation or determination herein that requires the application of GAAP for periods that include fiscal quarters ended prior to the Company’s election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP. The Company shall give notice of any such election made in accordance with this definition to the Trustee and the Holders of Notes.

“Global Notes” means, individually and collectively, each of the Global Notes issued pursuant to the Indenture, substantially in the form of Exhibit A hereto.

“Global Note Legend” means the legend set forth in Section 2.15(f) of the Indenture, which is required to be placed on all Global Notes issued hereunder.

“Hedging Obligations” of any Person means the obligations of such Person pursuant to any interest rate swap agreement, foreign currency exchange agreement, interest rate collar agreement, option or futures contract or other similar agreement or arrangement relating to interest rates or foreign exchange rates.

“IFRS” means International Financial Reporting Standards.

“Incur” (and derivatives thereof) means to, directly or indirectly, create, incur, assume, guarantee, extend the maturity of, or otherwise become liable with respect to any Indebtedness; *provided, however*, that neither the accrual of interest (whether such interest is payable in cash or kind) nor the accretion of original issue discount shall be considered an Incurrence of Indebtedness.

“Indebtedness” of any Person at any date means, without duplication,

(i) all indebtedness of such Person for borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof);

(ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments (including a purchase money obligation) given in connection with the acquisition of any businesses, properties or assets of any kind or with services incurred in connection with capital expenditures (other than any obligation to pay a contingent purchase price which, as of the date of incurrence thereof, is not required to be recorded as a liability in accordance with GAAP);

(iii) all fixed obligations of such Person in respect of letters of credit or other similar instruments or reimbursement obligations with respect thereto (other than standby letters of credit or similar instruments issued for the benefit of, or surety, performance, completion or

payment bonds, earnest money notes or similar purpose undertakings or indemnifications issued by, such Person in the ordinary course of business);

(iv) all obligations of such Person with respect to Hedging Obligations (other than those that fix or cap the interest rate on variable rate Indebtedness otherwise permitted hereby or that fix the exchange rate in connection with Indebtedness denominated in a foreign currency and otherwise permitted hereby);

(v) all Capitalized Lease Obligations of such Person;

(vi) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person to the extent of the Fair Market Value of such asset;

(vii) all Indebtedness of others guaranteed by, or otherwise the liability of, such Person to the extent of such guarantee or liability; and

(viii) all Disqualified Stock issued by such Person (the amount of Indebtedness represented by any Disqualified Stock will equal the greater of the voluntary or involuntary liquidation preference plus accrued and unpaid dividends);

provided, that Indebtedness shall not include accrued expenses, accounts payable, trade payables, liabilities related to inventory not owned, customer deposits or deferred income taxes arising in the ordinary course of business. The amount of Indebtedness of any Person at any date will be:

(a) the outstanding balance at such date of all unconditional obligations as described above;

(b) the maximum liability of such Person for any contingent obligations under clause (vii) above; and

(c) in the case of clause (vi) (if the Indebtedness referred to therein is not assumed by such Person), the lesser of the (1) Fair Market Value of all assets subject to a Lien securing the Indebtedness of others on the date that the Lien attaches and (2) amount of the Indebtedness secured.

“Intangible Assets” of the Company means all unamortized debt discount and expense, unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights and all other items which would be treated as intangibles on the consolidated balance sheet of the Company and its Restricted Subsidiaries prepared in accordance with GAAP.

“Interest Expense” of any Person for any period means, without duplication, the aggregate amount of (i) interest which, in conformity with GAAP, would be set opposite the caption “interest expense” or any like caption on an income statement for such Person (including, without limitation, imputed interest included on Capitalized Lease Obligations, all commissions,

discounts and other fees and charges owed with respect to letters of credit securing financial obligations and bankers' acceptance financing, the net costs associated with Hedging Obligations, amortization of other financing fees and expenses, the interest portion of any deferred payment obligation, amortization of discount or premium, if any, and all other non-cash interest expense other than interest and other charges amortized to cost of sales) and includes, with respect to the Company and its Restricted Subsidiaries, without duplication (including duplication of the foregoing items), all interest amortized to cost of sales for such period, and (ii) the amount of Disqualified Stock Dividends recognized by the Company on any Disqualified Stock whether or not paid during such period.

“Interest Incurred” of any Person for any period means, without duplication, the aggregate amount of (i) interest which, in conformity with GAAP, would be set opposite the caption “interest expense” or any like caption on an income statement for such Person (including, without limitation, imputed interest included on Capitalized Lease Obligations, all commissions, discounts and other fees and charges owed with respect to letters of credit securing financial obligations and bankers' acceptance financing, the net costs associated with Hedging Obligations, amortization of other financing fees and expenses, the interest portion of any deferred payment obligation, amortization of discount or premium, if any, and all other noncash interest expense other than interest and other charges amortized to cost of sales) and includes, with respect to the Company and its Restricted Subsidiaries, without duplication (including duplication of the foregoing items), all interest capitalized for such period, all interest attributable to discontinued operations for such period to the extent not set forth on the income statement under the caption “interest expense” or any like caption, and all interest actually paid by the Company or a Restricted Subsidiary under any guarantee of Indebtedness (including, without limitation, a guarantee of principal, interest or any combination thereof) of any other Person during such period and (ii) the amount of Disqualified Stock Dividends recognized by the Company on any Disqualified Stock whether or not declared during such period.

“Interest Payment Date” means June 15 and December 15 of each year to Stated Maturity, commencing June 15, 2010.

“Investments” of any Person means all (i) investments by such Person in any other Person in the form of loans, advances or capital contributions, (ii) guarantees of Indebtedness or other obligations of any other Person by such Person, (iii) purchases (or other acquisitions for consideration) by such Person of Indebtedness, Capital Stock or other securities of any other Person and (iv) other items that would be classified as investments on a balance sheet of such Person determined in accordance with GAAP. For all purposes hereof, the amount of any such Investment shall be the Fair Market Value thereof (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value). The making of any payment in accordance with the terms of a guarantee or other contingent obligation permitted hereunder shall not be considered an Investment.

“Issue Date” means the initial date of issuance of the Notes hereunder.

“Legal Defeasance” shall have the meaning set forth in Section 8.01(b) of the Indenture.

“Legal Holiday” means Saturday, Sunday or a day on which banking institutions in New York, New York, Atlanta, Georgia or at a place of payment are authorized or obligated by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment shall be made at that place on the next succeeding day that is not a Legal Holiday.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or other similar encumbrance of any kind upon or in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including, without limitation, any conditional sale or other title retention agreement).

“Mandatory Convertible Notes” means any Indebtedness of a Person, the principal amount of which is payable at maturity solely in Capital Stock of such Person (provided that a requirement to pay accrued, but unpaid interest on such Indebtedness in cash at maturity or a requirement to pay cash fees, expenses or premiums as a result of the acceleration of payment, early redemption or otherwise with respect to such Indebtedness shall not disqualify such Indebtedness as Mandatory Convertible Notes).

“Material Subsidiary” means any Subsidiary of the Company which accounted for five percent or more of the Consolidated Tangible Assets or Consolidated Cash Flow Available for Fixed Charges of the Company on a consolidated basis for the fiscal year ending immediately prior to any Default or Event of Default.

“Moody’s” means Moody’s Investors Service, Inc. or any successor to its debt rating business.

“Net Income Threshold” means Consolidated Net Income of greater than \$0.01 for any two consecutive fiscal quarters ended on or after the Issue Date.

“Non-Recourse Indebtedness” with respect to any Person means Indebtedness of such Person for which (i) the sole legal recourse for collection of principal and interest on such Indebtedness is against the specific property identified in the instruments evidencing or securing such Indebtedness and such property was acquired (directly or indirectly, including through the purchase of Capital Stock of the Person owning such property) with the proceeds of such Indebtedness or such Indebtedness was Incurred within 90 days after the acquisition (directly or indirectly, including through the purchase of Capital Stock of the Person owning such property) of such property and (ii) no other assets of such Person may be realized upon in collection of principal or interest on such Indebtedness. Indebtedness which is otherwise Non-Recourse Indebtedness will not lose its character as Non-Recourse Indebtedness because there is recourse to the borrower, any guarantor or any other Person for (a) environmental warranties and indemnities, (b) indemnities for and liabilities arising from fraud, misrepresentation, misapplication or non-payment of rents, profits, insurance and condemnation proceeds and other sums actually received by the borrower from secured assets to be paid to the lender, waste and mechanics’ liens or (c) in the case of the borrower thereof only, other obligations in respect of such Indebtedness that are payable solely as a result of a voluntary bankruptcy filing (or similar filing or action) by such borrower.

“Obligations” means, with respect to any Indebtedness, all obligations (whether in existence on the Issue Date or arising afterwards, absolute or contingent, direct or indirect) for or in respect of principal (when due, upon acceleration, upon redemption, upon mandatory repayment or repurchase pursuant to a mandatory offer to purchase, or otherwise), premium, interest, penalties, fees, indemnification, reimbursement and other amounts payable and liabilities with respect to such Indebtedness, including all interest accrued or accruing after the commencement of any bankruptcy, insolvency or reorganization or similar case or proceeding at the contract rate (including, without limitation, any contract rate applicable upon default) specified in the relevant documentation, whether or not the claim for such interest is allowed as a claim in such case or proceeding.

“Officer” means the chairman, the chief executive officer, the president, the chief financial officer, the chief operating officer, the chief accounting officer, the treasurer, or any assistant treasurer, the controller, the secretary, any assistant secretary or any vice president of a Person.

“Officers’ Certificate” means a certificate signed by two Officers, one of whom must be the Person’s chief executive officer, chief operating officer, chief financial officer or chief accounting officer.

“Paying Agent” means any office or agency where Notes and the Subsidiary Guarantees may be presented for payment.

“Permitted Investments” of any Person means any Investments of such Person that are not Restricted Investments.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint stock company, trust, unincorporated organization or government or other agency or political subdivision thereof or other entity of any kind.

“Preferred Stock” of any Person means all Capital Stock of such Person which has a preference in liquidation or with respect to the payment of dividends.

“Record Date” for the interest, if any, payable on any applicable Interest Payment Date means June 1 or December 1 (whether or not a Business Day) next preceding such Interest Payment Date.

“Refinancing Indebtedness” means Indebtedness that refunds, refinances or extends any Existing Indebtedness or other Indebtedness permitted to be incurred by the Company or its Restricted Subsidiaries pursuant to the terms hereof, but only to the extent that:

(i) the Refinancing Indebtedness is subordinated in right of payment to the Notes or the Subsidiary Guarantees, as the case may be, to the same extent as the Indebtedness being refunded, refinanced or extended, if at all;

(ii) the Refinancing Indebtedness is scheduled to mature either (a) no earlier than the Indebtedness being refunded, refinanced or extended or (b) after the maturity date of the Notes;

(iii) the portion, if any, of the Refinancing Indebtedness that is scheduled to mature on or prior to the maturity date of the Notes has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Weighted Average Life to Maturity of the portion of the Indebtedness being refunded, refinanced or extended that is scheduled to mature on or prior to the maturity date of the Notes;

(iv) such Refinancing Indebtedness is in an aggregate amount that is equal to or less than the aggregate amount then outstanding (including accrued interest) under the Indebtedness being refunded, refinanced or extended plus an amount necessary to pay any reasonable fees and expenses, including premiums and defeasance costs, related to such refinancing; and

(v) such Refinancing Indebtedness is Incurred by the same Person that initially Incurred the Indebtedness being refunded, refinanced or extended, except that the Company may Incur Refinancing Indebtedness to refund, refinance or extend Indebtedness of any Restricted Subsidiary.

“Registrar” means an office or agency where Notes may be presented for registration of transfer or for exchange.

“Restricted Investment” means any Investment in joint ventures or Unrestricted Subsidiaries having an aggregate fair market value (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value), taken together with all other Investments made pursuant to this definition that are at the time outstanding, net of any amounts paid to the Company or any Restricted Subsidiary as a return of, or on, such Investments, not to exceed five percent of Consolidated Tangible Assets;

“Restricted Payment” means any of the following:

(i) the declaration of any dividend or the making of any other payment or distribution of cash, securities or other property or assets in respect of the Capital Stock of the Company or any Restricted Subsidiary (other than (a) dividends, payments or distributions payable solely in Capital Stock (other than Disqualified Stock) of the Company or a Restricted Subsidiary and (b) in the case of a Restricted Subsidiary, dividends, payments or distributions payable to the Company or to another Restricted Subsidiary and pro rata dividends, payments or distributions payable to minority stockholders of such Restricted Subsidiary);

(ii) the purchase, redemption, retirement or other acquisition for value of any Capital Stock of the Company or any Restricted Subsidiary (other than Capital Stock held by the Company or a Restricted Subsidiary);

(iii) any Restricted Investment; and

(iv) any principal payment, redemption, repurchase, defeasance or other acquisition or retirement of any Subordinated Indebtedness (other than (a) Indebtedness permitted under Section 3.05(b)(vii) hereof or (b) the payment, redemption, repurchase, defeasance or other acquisition or retirement of such Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase, defeasance or other acquisition or retirement);

provided, however, that Restricted Payments will not include any purchase, redemption, retirement or other acquisition for value of Indebtedness or Capital Stock of the Company or a Restricted Subsidiary if the consideration therefor consists solely of Capital Stock (other than Disqualified Stock) of the Company or a Restricted Subsidiary.

“Restricted Subsidiary” means each of the Subsidiaries of the Company which is not an Unrestricted Subsidiary.

“Revolving Credit Facility” means the Amended and Restated Credit Agreement, dated as of August 5, 2009, among the Company, the lenders and letter of credit issuers party thereto, and Citibank, N.A., as agent and swingline lender, as such facility may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time.

“S&P” means Standard and Poor’s Ratings Service, a division of McGraw Hill, Inc., a New York corporation, or any successor to its debt rating business.

“SEC” means the Securities and Exchange Commission.

“Secured Indebtedness” means any Indebtedness which is secured by (1) a Lien on any property of the Company or any Restricted Subsidiary or (2) a Lien on shares of stock owned directly or indirectly by the Company or a Restricted Subsidiary in a corporation or on equity interests owned by the Company or a Restricted Subsidiary in a partnership or other entity not organized as a corporation or in the Company’s rights or the rights of a Restricted Subsidiary in respect of Indebtedness of a corporation, partnership or other entity in which the Company or a Restricted Subsidiary has an equity interest; provided that “Secured Indebtedness” shall not include Non-Recourse Indebtedness. The securing in the foregoing manner of any such Indebtedness which immediately prior thereto was not Secured Indebtedness shall be deemed to be the creation of Secured Indebtedness at the time security is given.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Register” is a register of the Notes and of their transfer and exchange kept by the Registrar.

“Subordinated Indebtedness” means any Indebtedness which is subordinated in right of payment to the Notes or the Subsidiary Guarantees, as the case may be.

“Subsidiary” of any Person means any (i) corporation of which at least a majority of the aggregate voting power of all classes of the Common Equity is directly or indirectly beneficially owned by such Person and (ii) any entity other than a corporation of which such Person, directly or indirectly, beneficially owns at least a majority of the Common Equity; provided that in each of case (i) and (ii), such Person is required to consolidate such entity in accordance with GAAP.

“Subsidiary Guarantee” means the guarantee of the Notes by each Subsidiary Guarantor hereunder.

“Subsidiary Guarantors” means (i) each of the Company’s Restricted Subsidiaries in existence on the Issue Date, other than The Ridings Development LLC and (ii) each of the Company’s Subsidiaries that becomes a guarantor of the Notes pursuant to the provisions hereof.

“Successor” shall have the meaning set forth in Section 3.06(a)(i) hereof.

“Treasury Rate” means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to June 15, 2014; *provided, however*, that if the period from the redemption date to June 15, 2014 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

“Unrestricted Subsidiary.” means United Home Insurance Corporation, a Vermont corporation, Security Title Insurance Company, Inc., a Vermont corporation, and, to the extent considered a Subsidiary of the Company, Beazer Homes Capital Trust I, and each of the Subsidiaries of the Company (including any newly formed or acquired Subsidiary) so designated by a resolution adopted by the Board of Directors of the Company as provided below and provided that:

(i) neither the Company nor any of its other Subsidiaries (other than Unrestricted Subsidiaries) (a) provides any direct or indirect credit support for any Indebtedness of such Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness) or (b) is directly or indirectly liable for any Indebtedness of such Subsidiary;

(ii) the creditors with respect to Indebtedness for borrowed money of such Subsidiary have agreed in writing that they have no recourse, direct or indirect, to the Company or any other Subsidiary of the Company (other than Unrestricted Subsidiaries), including, without limitation, recourse with respect to the payment of principal or interest on any Indebtedness of such Subsidiary; and

(iii) no default with respect to any Indebtedness of such Subsidiary (including any right which the holders thereof may have to take enforcement action against such Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company and of its other Subsidiaries (other than other Unrestricted Subsidiaries), to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its Stated Maturity.

The Board of Directors of the Company, or a committee thereof, may designate an Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that:

(i) any such redesignation will be deemed to be an Incurrence by the Company and its Restricted Subsidiaries of the Indebtedness (if any) of such redesignated Subsidiary for purposes of Section 3.05 hereof as of the date of such redesignation;

(ii) immediately after giving effect to such redesignation and the Incurrence of any such additional Indebtedness, the Company and its Restricted Subsidiaries could incur \$1.00 of additional Indebtedness under the Consolidated Fixed Charge Coverage Ratio contained in Section 3.05 hereof; and

(iii) the Liens on the property and assets of such Unrestricted Subsidiary could then be incurred in accordance with Section 3.04 hereof as of the date of such redesignation.

Subject to the foregoing, the Board of Directors of the Company also may designate any Restricted Subsidiary to be an Unrestricted Subsidiary; *provided* that:

(i) all previous Investments by the Company and its Restricted Subsidiaries in such Restricted Subsidiary (net of any returns previously paid on such Investments) will be deemed to be Restricted Payments at the time of such designation and will reduce the amount available for Restricted Payments under Section 3.02 hereof;

(ii) immediately after giving effect to such designation and reduction of amounts available for Restricted Payments under Section 3.02 hereof, either (a) the Company and its Restricted Subsidiaries could incur \$1.00 of additional Indebtedness under the Consolidated Fixed Charge Coverage Ratio contained in Section 3.05 hereof or (b) the Consolidated Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries would be greater than such ratio immediately prior to such designation, in each case on a pro forma basis taking into account such designation; and

(iii) no Default or Event of Default shall have occurred or be continuing.

Any such designation or redesignation by the Board of Directors of the Company will be evidenced to the Trustee by the filing with the Trustee of a certified copy of the resolution of the Board of Directors of the Company giving effect to such designation or redesignation and an Officers' Certificate certifying that such designation or redesignation complied with the foregoing conditions and setting forth the underlying calculations.

“U.S. Government Obligations” means securities which are (i) direct obligations of the United States of America, for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness or portion thereof, at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including, without limitation, payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the sum of all such payments described in clause (a) above.

“Wholly Owned Subsidiary” of any Person means (i) a Subsidiary of which 100% of the Common Equity (except for directors’ qualifying shares or certain minority interests owned by other Persons solely due to local law requirements that there be more than one stockholder, but which interest is not in excess of what is required for such purpose) is owned directly by such Person or through one or more other Wholly Owned Subsidiaries of such Person, or (ii) any entity other than a corporation in which such Person, directly or indirectly, owns all of the Common Equity of such entity.

ARTICLE THREE

Covenants

Section 3.01 Reports.

As long as any of the Notes are outstanding, the Company shall deliver to the Trustee and mail to each Holder within 15 days after the filing of the same with the SEC copies of the quarterly and annual reports and of the information, documents and other reports with respect to the Company and the Subsidiary Guarantors, if any, which the Company and the Subsidiary Guarantors may be required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. Notwithstanding that neither the Company nor any of the Subsidiary Guarantors may be required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall continue to file with the SEC and provide the Trustee and Holders with such annual and quarterly reports and such information, documents and other reports with respect to the Company and the Subsidiary Guarantors as are required under Sections 13 and 15(d) of the Exchange Act. If filing of documents by the Company with the SEC as aforementioned in this paragraph is not permitted under the Exchange Act, the Company shall promptly upon written notice supply copies of such documents to any prospective Holder. The Company and each Subsidiary Guarantor shall also comply with the other provisions of Section 314(a) of the TIA. For the avoidance of doubt, this Section 3.01 shall not require the Company to file any such reports, information or documents with the SEC within any specified time period and the obligation to deliver such reports, information or documents to the Trustee and Holders shall only arise after (and only to the extent) such reports, information or documents are filed with the SEC.

Section 3.02 Limitations on Restricted Payments.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries to, make any Restricted Payment, directly or indirectly, after the date hereof if at the time of such Restricted Payment:

(i) the amount of such proposed Restricted Payment (the amount of such Restricted Payment, if other than in cash, shall be determined in good faith by a majority of the disinterested members of the Board of Directors of the Company), when added to the aggregate amount of all Restricted Payments (excluding Restricted Payments permitted by paragraph (b) of this Section 3.02) declared or made after the Issue Date exceeds the sum of:

(A) \$200.0 million, *plus*

(B) 50% of the Company's Consolidated Net Income accrued during the period (taken as a single period) commencing on the first day of the fiscal quarter in which the Covenant Trigger Date occurs and ending on the last day of the fiscal quarter immediately preceding the fiscal quarter in which the Restricted Payment is to occur (or, if such aggregate Consolidated Net Income is a deficit, minus 100% of such aggregate deficit); *provided*, that for purposes of this calculation, if a Covenant Trigger Date occurs as the result of the Company achieving the Net Income Threshold, the Covenant Trigger Date will be deemed to have occurred as of the first day of the second fiscal quarter included in calculating such Net Income Threshold, *plus*

(C) the net cash proceeds derived from the issuance and sale of Capital Stock of the Company and its Restricted Subsidiaries (or any capital contribution to the Company or a Restricted Subsidiary) that is not Disqualified Stock (other than a sale to, or a contribution by, a Subsidiary of the Company) after the Issue Date, *plus*

(D) 100% of the principal amount of, or, if issued at a discount, the accreted value of, any Indebtedness of the Company or a Restricted Subsidiary which is issued (other than to a Subsidiary of the Company) after the Issue Date that is converted into or exchanged for Capital Stock of the Company that is not Disqualified Stock, *plus*

(E) 100% of the aggregate amounts received by the Company or any Restricted Subsidiary from the sale, disposition or liquidation (including by way of dividends) of any Investment (other than to any Subsidiary of the Company and other than to the extent sold, disposed of or liquidated with recourse to the Company or any of its Subsidiaries or to any of their respective properties or assets) but only to the extent (x) not included in clause (B) above and (y) that the making of such Investment constituted a permitted Restricted Investment (to the extent the Investment was made after the Issue Date), *plus*

(F) 100% of the principal amount of, or if issued at a discount, the accreted value of, any Indebtedness or other obligation that is the subject of a guarantee by the Company which is released (other than due to a payment on such guarantee) after the Issue Date, but only to the extent that such guarantee constituted a permitted Restricted Payment, *plus*

(G) with respect to any Unrestricted Subsidiary that is redesignated as a Restricted Subsidiary in accordance with the definition of “Unrestricted Subsidiary” (so long as the designation of such Subsidiary as an Unrestricted Subsidiary was treated as a Restricted Payment made after the Issue Date, and only to the extent not included in clause (B) above), an amount equal to the lesser of (x) the proportionate interest of the Company or a Restricted Subsidiary in an amount equal to the excess of (I) the total assets of such Subsidiary, valued on an aggregate basis at the lesser of Book Value and Fair Market Value thereof, over (II) the total liabilities of such Subsidiary, determined in accordance with GAAP, and (y) the amount of the Restricted Payment deemed to be made upon such Subsidiary’s designation as an Unrestricted Subsidiary; or

(ii) the Company would be unable to incur \$1.00 of additional Indebtedness under the Consolidated Fixed Charge Coverage Ratio contained in Section 3.05 hereof; or

(iii) a Default or Event of Default has occurred and is continuing or occurs as a consequence thereof.

(b) Notwithstanding the foregoing, Section 3.02(a) shall not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration thereof if the payment thereof would have complied with the limitations hereof on the date of declaration;

(ii) the purchase, repayment, redemption, repurchase, defeasance or other acquisition or retirement of shares of the Company’s Capital Stock or the Company’s or a Restricted Subsidiary’s Indebtedness for, or out of the net proceeds of a substantially concurrent sale (other than a sale to a Subsidiary of the Company) of, other shares of its Capital Stock (other than Disqualified Stock), *provided* that the proceeds of any such sale shall be excluded in any computation made under Section 3.02(a)(i)(C) above;

(iii) the purchase, repayment, redemption, repurchase, defeasance or other acquisition or retirement for value of Indebtedness, including premium, if any, with the proceeds of Refinancing Indebtedness; or

(iv) other Restricted Payments made after the Issue Date in an amount not to exceed \$50.0 million in the aggregate.

Section 3.03 Change of Control.

(a) Following the occurrence of any Change of Control, the Company shall so notify the Trustee in writing by delivery of an Officers’ Certificate and shall offer to purchase (a “Change of Control Offer”) from all Holders, and shall purchase from Holders accepting such Change of Control Offer on the date fixed for the closing of such Change of Control Offer (the “Change of Control Payment Date”), the outstanding principal amount of Notes at an offer price (the “Change of Control Price”) in cash in an amount equal to 101% of

the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the Change of Control Payment Date in accordance with the procedures set forth in this Section 3.03.

(b) Within 30 days after the date on which a Change of Control occurs, the Company (with notice to the Trustee) or the Trustee, at the written request (coupled with an Officer's Certificate which sets forth the information contained in subclauses (i)-(ix) of this clause (b)) and expense of the Company, shall send or cause to be sent by first-class mail, postage pre-paid, to all Persons who were Holders on the date of the Change of Control at their respective addresses appearing in the Security Register, a notice of such occurrence and of such Holder's rights arising as a result thereof. Such notice, which will govern the terms of the Change of Control Offer, will state:

- (i) that the Change of Control Offer is being made pursuant to Section 3.03(a) hereof and the length of time the Change of Control Offer will remain open;
- (ii) that the Holder has the right to require the Company to repurchase such Holder's Notes at the Change of Control Price;
- (iii) that any Note not tendered will continue to accrue interest;
- (iv) that any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;
- (v) that the Change of Control Payment Date shall be no earlier than 45 days nor later than 60 days from the date such notice is mailed;
- (vi) that Holders electing to have a Note purchased pursuant to any Change of Control Offer will be required to surrender the Note to the Company, a Depository, if appointed by the Company, or a Paying Agent at the address specified in the notice prior to termination of the Change of Control Offer;
- (vii) that Holders will be entitled to withdraw their election if the Company, Depository or Paying Agent, as the case may be, receives, not later than the expiration of the Change of Control Offer, or such longer period as may be required by law, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing its election to have the Note purchased pursuant to this Section 3.03;
- (viii) that Holders which elect to have their Notes purchased only in part will be issued new Notes in a principal amount equal to the unpurchased portion of the Notes surrendered; and

(ix) information concerning the date and details of the Change of Control and the business of the Company which the Company in good faith believes will enable such Holders to make an informed decision (which at a minimum will include (A) the most recently filed Annual Report on Form 10-K (including audited consolidated financial statements) of the Company, the most recent subsequently filed Quarterly Report on Form 10-Q and any Current Report on Form 8-K of the Company filed subsequent to such Quarterly Report, other than Current Reports otherwise describing the offering materials relating to the Change of Control Offer (or corresponding successor reports); *provided* that the Company may at its option incorporate by reference any such filed reports in the notice, (B) a description of material developments in the Company's business subsequent to the date of the latest of such reports, and (C) if material, appropriate pro forma financial information).

(c) In the event of a Change of Control Offer, the Company shall only be required to accept Notes in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

(d) Not later than one Business Day after the Change of Control Payment Date in connection with which the Change of Control Offer is being made, the Company shall (i) accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent money sufficient, in immediately available funds, to pay the purchase price of all Notes or portions thereof so accepted and (iii) deliver to the Paying Agent an Officers' Certificate identifying the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail or deliver to Holders of Notes so accepted payment in an amount equal to the Change of Control Price of the Notes purchased from each such Holder, and the Company shall execute and, upon receipt of an Officers' Certificate of the Company, the Trustee shall promptly authenticate and mail or deliver to such Holder a new Note equal in principal amount to any unpurchased portion of the Note surrendered. Any Notes not so accepted shall be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company shall publicly announce the results of the Change of Control Offer promptly after the Change of Control Payment Date.

(e) Any Change of Control Offer shall be conducted by the Company in compliance with applicable law, including, without limitation, Section 14(e) of the Exchange Act and Rule 14e-1 thereunder.

Section 3.04 Limitations on Secured Indebtedness. Notwithstanding any Indebtedness that may be incurred under Section 3.05, the Company shall not, and shall not permit any of its Restricted Subsidiaries to, create, incur, assume or guarantee any Secured Indebtedness unless the Notes are equally and ratably secured with (or on a senior basis to, if the Secured Indebtedness is subordinated Indebtedness) the Secured Indebtedness. Notwithstanding the foregoing, this Section 3.04(a) shall not prohibit the creation, incurrence, assumption or guarantee of Secured Indebtedness that is secured by:

(i) Liens on model homes, homes held for sale, homes that are under contract for sale, or any option, contract or other agreement to sell an asset;

(ii) Liens on property acquired by the Company or a Restricted Subsidiary and Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company or any Restricted Subsidiary or becomes a Restricted Subsidiary; *provided* that in each case such Liens (a) were in existence prior to the contemplation of such acquisition, merger or consolidation and (b) do not extend to any asset other than those of the Person merged with or into or consolidated with the Company or the Restricted Subsidiary or the property acquired by the Company or the Restricted Subsidiary;

(iii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Company or any of its Subsidiaries in the ordinary course of business;

(iv) purchase money mortgages (including, without limitation, Capitalized Lease Obligations and purchase money security interests);
or

(v) Liens on property or assets of any Restricted Subsidiary securing Indebtedness of such Restricted Subsidiary owing to the Company or one or more Restricted Subsidiaries.

Secured Indebtedness permitted pursuant to clauses (i) through (v) of this Section 3.04(a) includes any amendment, restatement, supplement, renewal, replacement, extension or refunding in whole or in part of Secured Indebtedness permitted at the time of the original incurrence thereof.

(b) Any Lien created for the benefit of the Holders of the Notes pursuant to paragraph (a) of this Section 3.04 shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien securing such other obligations.

(c) Notwithstanding anything to the contrary in this Section 3.04, the Company and its Restricted Subsidiaries may create, incur, assume or guarantee Secured Indebtedness, without equally or ratably securing the Notes, if immediately thereafter the aggregate principal amount of all Secured Indebtedness outstanding (excluding (a) Secured Indebtedness permitted under clauses (i) through (v) of paragraph (a) of this Section 3.04 and (b) any Secured Indebtedness in relation to which the Notes have been equally and ratably secured) as of the date of determination would not exceed the greater of (i) \$700.0 million and (ii) 40% of Consolidated Tangible Assets.

Section 3.05 Limitations on Additional Indebtedness.

(a) The Company shall not, and shall not cause or permit any of its Restricted Subsidiaries, directly or indirectly, to, Incur any Indebtedness including Acquired

Indebtedness; *provided* that the Company and the Subsidiary Guarantors may Incur Indebtedness, including Acquired Indebtedness, if, after giving effect thereto and the application of the proceeds therefrom, either (i) the Company's Consolidated Fixed Charge Coverage Ratio on the date thereof would be at least 2.0 to 1.0 or (ii) the ratio of Adjusted Indebtedness of the Company and the Restricted Subsidiaries to Adjusted Consolidated Tangible Net Worth is less than 7.5 to 1.

(b) Notwithstanding the foregoing, Section 3.05(a) shall not prevent:

(i) the Company or any Restricted Subsidiary from Incurring (A) Refinancing Indebtedness or (B) Non-Recourse Indebtedness;

(ii) the Company from Incurring Indebtedness evidenced by the Notes issued on the Issue Date;

(iii) the Company or any Subsidiary Guarantor from Incurring Indebtedness under Credit Facilities not to exceed the greater of \$250.0 million and 15.0% of Consolidated Tangible Assets of the Company;

(iv) any Subsidiary Guarantee of Indebtedness of the Company under the Notes;

(v) the Company and its Restricted Subsidiaries from Incurring Indebtedness under any deposits made to secure performance of tenders, bids, leases, statutory obligations, surety and appeal bonds, progress statements, government contracts and other obligations of like nature (exclusive of the obligation for the payment of borrowed money);

(vi) any Subsidiary Guarantor from guaranteeing Indebtedness of the Company or any other Subsidiary Guarantor, or the Company from guaranteeing Indebtedness of any Subsidiary Guarantor, in each case permitted to be Incurred hereunder (other than Non-Recourse Indebtedness);

(vii) (a) any Restricted Subsidiary from Incurring Indebtedness owing to the Company or any Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary; *provided* that (I) such Indebtedness is subordinated to any Subsidiary Guarantee of such Restricted Subsidiary, if any, and (II) such Indebtedness shall only be permitted pursuant to this clause (vii)(a) for so long as the Person to whom such Indebtedness is owing is the Company or a Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary and (b) the Company from Incurring Indebtedness owing to any Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary; *provided* that (I) such Indebtedness is subordinated to the Company's obligations hereunder and under the Notes and (II) such Indebtedness shall only be permitted pursuant to this clause (vii)(b) for so long as the Person to whom such Indebtedness is owing is a Subsidiary Guarantor that is both a Wholly Owned Subsidiary and a Restricted Subsidiary;

(viii) the Company and any Restricted Subsidiary from Incurring Indebtedness under Capitalized Lease Obligations or purchase money obligations, in each case Incurred for the purpose of acquiring or financing all or any part of the purchase price or cost of construction or improvement of property or equipment used in the business of the Company or such Restricted Subsidiary, as the case may be, in an aggregate amount not to exceed \$50.0 million;

(ix) the Company or any Restricted Subsidiary from Incurring obligations for, pledge of assets in respect of, and guaranties of, bond financings of political subdivisions or enterprises thereof in the ordinary course of business;

(x) the Company or any Restricted Subsidiary from incurring Indebtedness owed to a seller of entitled land, lots under development or finished lots under the terms of which the Company or such Restricted Subsidiary, as obligor, is required to make a payment upon the future sale of such land or lots; and

(xi) the Company or any Restricted Subsidiary from Incurring Indebtedness in an aggregate principal amount at any time outstanding not to exceed \$100.0 million.

(c) The Company shall not, and shall not cause or permit any Subsidiary Guarantor that is a Restricted Subsidiary to, directly or indirectly, in any event Incur any Indebtedness that purports to be by its terms (or by the terms of any agreement governing such Indebtedness) subordinated to any other Indebtedness of the Company or of such Subsidiary Guarantor, as the case may be, unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinated to the Notes or the Subsidiary Guarantee of such Subsidiary Guarantor, as the case may be, to the same extent and in the same manner as such Indebtedness is subordinated to such other Indebtedness of the Company or such Subsidiary Guarantor, as the case may be.

(d) For purposes of determining compliance with this Section 3.05, in the event an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the above clauses of this Section 3.05, the Company, in its sole discretion, shall classify such item of Indebtedness in any manner that complies with this Section 3.05 and may from time to time reclassify such item of Indebtedness in any manner in which such item could be Incurred at the time of such reclassification.

Section 3.06 Limitations on Mergers and Consolidations.

(a) Neither the Company nor any Subsidiary Guarantor shall consolidate or merge with or into, or sell, lease, convey or otherwise dispose of all or substantially all of its assets (including, without limitation, by way of liquidation or dissolution), or assign any of its obligations under the Notes, the Guarantees or this Supplemental Indenture (as an entirety or substantially in one transaction or series of related transactions), to any Person

(in each case other than with the Company or another Wholly Owned Restricted Subsidiary) unless:

(i) the Person formed by or surviving such consolidation or merger (if other than the Company or such Subsidiary Guarantor, as the case may be), or to which such sale, lease, conveyance or other disposition or assignment shall be made (collectively, the “Successor”), is a solvent corporation or other legal entity organized and existing under the laws of the United States or any state thereof or the District of Columbia, and the Successor assumes by supplemental indenture in a form reasonably satisfactory to the Trustee all of the obligations of the Company or such Subsidiary Guarantor, as the case may be, under the Notes or such Subsidiary Guarantor’s Subsidiary Guarantee, as the case may be, and the Indenture; and

(ii) immediately after giving effect to such transaction, no Default or Event of Default has occurred and is continuing.

The foregoing provisions shall not apply to a transaction involving the consolidation or merger of a Subsidiary Guarantor with or into another Person, or the sale, lease, conveyance or other disposition of all or substantially all of the assets of such Subsidiary Guarantor, that results in such Subsidiary Guarantor being released from its Subsidiary Guarantee as provided in Section 4.04 hereof. In addition, clauses (i) and (ii) of this Section 3.06 will not apply to any transaction the purpose of which is to change the state of organization of the Company or a Restricted Subsidiary.

ARTICLE FOUR

Subsidiary Guarantees

Section 4.01 Subsidiary Guarantees.

(a) Subject to the provisions of this Article Four, each Subsidiary Guarantor hereby jointly and severally unconditionally guarantees to each Holder and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company or any other Subsidiary Guarantor to the Holders or the Trustee hereunder or thereunder, that: (i) the principal of, premium, if any, and interest on the Notes will be duly and punctually paid in full when due, whether at maturity, by acceleration or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest, if any, on the Notes and all other obligations of the Company or the Subsidiary Guarantors to the Holders or the Trustee hereunder or thereunder (including fees, expenses or other) and all other obligations with respect to the Notes and the Indenture will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes, the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed, or failing performance of any other obligation of the Company to the Holders, for whatever

reason, each Subsidiary Guarantor will be obligated, jointly and severally with each other Subsidiary Guarantor, to pay, or to perform or cause the performance of, the same immediately. An Event of Default under the Indenture or the Notes shall constitute an event of default under this Article Four, and shall entitle the Holders of Notes to accelerate the obligations of the Subsidiary Guarantors hereunder in the same manner and to the same extent as the obligations of the Company.

(b) Each of the Subsidiary Guarantors hereby agrees that its obligations hereunder shall be continuing, absolute and unconditional, irrespective of, and shall be unaffected by, the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder or the Trustee with respect to any provisions hereof or thereof, any release of any other Subsidiary Guarantor, the recovery of any judgment against the Company, any action to enforce the same, whether or not a Subsidiary Guarantee is affixed to any particular Note, or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Subsidiary Guarantor. Each of the Subsidiary Guarantors hereby waives the benefit of diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that its Subsidiary Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Article Four. If any Holder or the Trustee is required by any court or otherwise to return to the Company or to any Subsidiary Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Company or such Subsidiary Guarantor, any amount paid by the Company or such Subsidiary Guarantor to the Trustee or such Holder, this Article Four, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Subsidiary Guarantor further agrees that, as between it, on the one hand, and the Holders of Notes and the Trustee, on the other hand, (i) subject to this Article Four, the maturity of the obligations guaranteed hereby may be accelerated as provided in Section 6.02 of the Indenture for the purposes of this Article Four, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Section 6.02 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Subsidiary Guarantors for the purpose of this Article Four.

(c) This Article Four shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Subsidiary Guarantees shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) Each Subsidiary Guarantor, and by its acceptance hereof each Holder, hereby confirms that it is the intention of all such parties that the guarantee by each Subsidiary Guarantor pursuant to its Subsidiary Guarantee not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law. To effectuate the foregoing intention, the Holders and each Subsidiary Guarantor hereby irrevocably agree that the obligations of each Subsidiary Guarantor under the Subsidiary Guarantees shall be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Subsidiary Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Subsidiary Guarantor in respect of the obligations of such other Subsidiary Guarantor under its Subsidiary Guarantee or pursuant to its contribution obligations under the Indenture, will result in the obligations of such Subsidiary Guarantor and its Subsidiary Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

Section 4.02 Execution and Delivery of Subsidiary Guarantees.

(a) To further evidence the Subsidiary Guarantee set forth in Section 4.01, each of the Subsidiary Guarantors hereby agrees that a notation of such Subsidiary Guarantee, substantially in the form included in Exhibit A hereto, shall be endorsed on each Note authenticated and delivered by the Trustee after such Subsidiary Guarantee is executed by either manual or facsimile signature of an Officer of each Subsidiary Guarantor. The validity and enforceability of any Subsidiary Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

(b) Each of the Subsidiary Guarantors hereby agrees that its Subsidiary Guarantee set forth in Section 4.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Subsidiary Guarantee.

(c) If an Officer of a Subsidiary Guarantor whose signature is on the Indenture or a Note no longer holds that office at the time the Trustee authenticates such Note or at any time thereafter, such Subsidiary Guarantor's Subsidiary Guarantee of such Note shall be valid nevertheless.

(d) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of any Subsidiary Guarantee set forth in the Indenture on behalf of the Subsidiary Guarantor.

Section 4.03 Additional Subsidiary Guarantors.

Any Person may become a Subsidiary Guarantor by executing and delivering to the Trustee (a) a supplemental indenture in form and substance satisfactory to the Trustee which subjects such Person to the provisions of the Indenture as a Subsidiary Guarantor, and (b) an Opinion of Counsel to the effect that such supplemental indenture has been duly authorized and executed by such Person and constitutes the legal, valid, binding and enforceable obligation of such Person (subject to such customary exceptions concerning fraudulent conveyance laws, creditors' rights and equitable principles as may be acceptable to the Trustee in its discretion).

Section 4.04 Release of a Subsidiary Guarantor.

(a) If all or substantially all of the assets of any Subsidiary Guarantor or all (or a portion sufficient to cause such Subsidiary Guarantor to no longer be a Subsidiary of the Company) of the Capital Stock of any Subsidiary Guarantor is sold (including by consolidation, merger, issuance or otherwise) or disposed of (including by liquidation, dissolution or otherwise) by the Company or any of its Subsidiaries, or, unless the Company elects otherwise, if any Subsidiary Guarantor is designated an Unrestricted Subsidiary in accordance with the terms hereof, then such Subsidiary Guarantor (in the event of a sale or other disposition of all of the Capital Stock of such Subsidiary Guarantor or a designation as an Unrestricted Subsidiary) or the Person acquiring such assets (in the event of a sale or other disposition of all or substantially all of the assets of such Subsidiary Guarantor) shall be deemed automatically and unconditionally released and discharged from any of its obligations hereunder without any further action on the part of the Trustee or any Holder of the Notes, subject in each case to compliance with Section 3.06 hereof.

(b) The Trustee shall deliver an appropriate instrument or instruments evidencing the release of a Subsidiary Guarantor from its obligations under its Subsidiary Guarantee endorsed on the Notes and under this Article Four upon receipt of a request of the Company accompanied by an Officers' Certificate certifying as to the compliance with this Section 4.04. Any Subsidiary Guarantor not so released or the entity surviving such Subsidiary Guarantor, as applicable, will remain or be liable under its Subsidiary Guarantee as provided in this Article Four.

(c) The Trustee shall execute any other documents reasonably requested by the Company or a Subsidiary Guarantor in order to evidence the release of such Subsidiary Guarantor from its obligations under its Subsidiary Guarantee endorsed on the Notes and under this Article Four.

(d) Except as set forth in Article Three hereof and this Section 4.04, nothing contained in this Supplemental Indenture or in any of the Notes shall prevent any consolidation or merger of a Subsidiary Guarantor with or into the Company or another Subsidiary Guarantor or shall prevent any sale or conveyance of the property of a Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another Subsidiary Guarantor.

Section 4.05 Waiver of Subrogation; Right of Contribution.

(a) Except as set forth in Section 4.05(b) below, each Subsidiary Guarantor hereby irrevocably waives any claim or other rights which it may now or hereafter acquire against the Company or any of its Subsidiaries that arise from the existence, payment, performance or enforcement of such Subsidiary Guarantor's obligations under this Article Four and this Supplemental Indenture, including, without limitation, any right of subrogation, reimbursement, exoneration, indemnification, and any right to participate in any claim or remedy

of any Holder of Notes against the Company or any of its Subsidiaries, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Company or any of its Subsidiaries, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Subsidiary Guarantor in violation of the preceding sentence and the Notes shall not have been paid in full, such amount shall have been deemed to have been paid to such Subsidiary Guarantor for the benefit of, and held in trust for the benefit of, the Holders of the Notes, and shall forthwith be paid to the Trustee for the benefit of such Holders to be credited and applied upon the Notes, whether matured or unmatured, in accordance with the terms of this Supplemental Indenture. Each Subsidiary Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Supplemental Indenture and that the waiver set forth in this Section 4.05 is knowingly made in contemplation of such benefits.

(b) Notwithstanding Section 4.05(a), each Subsidiary Guarantor that makes a payment or distribution under a Subsidiary Guarantee shall be entitled to a contribution from each other Subsidiary Guarantor in an amount *pro rata*, based on the net assets of each Subsidiary Guarantor, determined in accordance with GAAP.

ARTICLE FIVE

Miscellaneous

Section 5.01 Defeasance Upon Deposit of Moneys or U.S. Government Obligations.

Section 8.01 of the Base Indenture is hereby replaced in its entirety as follows:

“Section 8.01 Defeasance Upon Deposit of Moneys or U.S. Government Obligations.

(a) The Company may, at its option and at any time, elect to have either paragraph (b) or paragraph (c) below be applied to the outstanding Notes upon compliance with the applicable conditions set forth in paragraph (d).

(b) Upon the Company’s exercise under Section 8.01(a) of the option applicable to this clause (b), the Company and the Subsidiary Guarantors shall be deemed to have been released and discharged from their respective obligations with respect to the outstanding Notes and Subsidiary Guarantees on the date the applicable conditions set forth below are satisfied (hereinafter, “Legal Defeasance”). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be “outstanding” only for the purposes of the Sections and matters under this Indenture referred to in (i) and (ii) below, and to have satisfied all its other obligations under the Notes and this Indenture, except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (i) the rights of Holders of outstanding Notes to receive solely from the trust fund described in paragraph (d) below and as more fully set forth in such paragraph, payments in respect of the

principal of and interest on such Notes when such payments are due and (ii) obligations listed in Section 8.02 of this Indenture, subject to compliance with this Section 8.01. The Company may exercise its option under this paragraph (b) notwithstanding the prior exercise of its option under paragraph (c) below with respect to such Notes.

(c) Upon the Company's exercise under Section 8.01(a) of the option applicable to this clause (c), the Company and the Subsidiary Guarantors shall be released and discharged from the obligations under any covenant contained in Article Three of the Thirteenth Supplemental Indenture, dated as of May 20, 2010, on and after the date the conditions set forth below are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed to be not "outstanding" for the purpose of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder. For this purpose, such Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01(a)(iii) of the Indenture, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01(a) of the option applicable to this Section 8.01(c), subject to the satisfaction of the conditions set forth in Section 8.01(d), Sections 6.01(a)(iii), (iv), (v), (vi) and (x) of this Indenture shall not constitute Events of Default.

(d) The following shall be the conditions to application of either paragraph (b) or paragraph (c) above to the outstanding Notes:

(i) The Company shall provide written notice to the Trustee and the Holders of its election under Section 8.01(a).

(ii) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 7.10 of this Indenture who shall agree to comply with the provisions of this Article Eight applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of Notes, (1) cash in U.S. dollars, or (2) U.S. Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than the due date of any payment of principal of (and premium, if any) and interest, if any, on such Notes, money in an amount, or (3) a combination thereof, in any case, in an amount, sufficient, without consideration of any reinvestment of such principal and interest, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or other qualifying trustee) to pay and discharge, (i) the principal of (and premium, if any) and interest, if any, on such Notes on the maturity date of such principal or installment of principal or interest and (ii) any

mandatory sinking fund payments or analogous payments applicable to such Notes on the day on which such payments are due and payable in accordance with the terms of this Indenture and of such Notes.

(iii) Such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Company is a party or by which it is bound.

(iv) No Event of Default or event which with notice or lapse of time or both would become an Event of Default shall have occurred and be continuing on the date of such deposit or, insofar as Section 6.01(a)(vi) and Section 6.01(a)(vii) of this Indenture are concerned, at any time during the period ending on the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until the expiration of such period).

(v) In the case of an election under Section 8.01(b), the Company shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of execution of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of Notes will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(vi) In the case of an election under Section 8.01(c), the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Notes will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.

(vii) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the Legal Defeasance under Section 8.01(b) or the Covenant Defeasance under Section 8.01(c) (as the case may be) have been complied with and an Opinion of Counsel to the effect that either (i) as a result of a deposit pursuant to Section 8.01(d)(ii) and the related exercise of the Company's option under Section 8.01(b) or Section 8.01(c) (as the case may be), registration is not required under the Investment Company Act of 1940, as amended, by the Company, with respect to the trust funds representing such deposit or by the Trustee for such trust funds or (ii) all necessary registrations under said Act have been effected.

(viii) Notwithstanding any other provisions of this Section, such Legal Defeasance or Covenant Defeasance shall be effected in compliance with any additional or substitute terms, conditions or limitations which may be imposed on the Company in connection therewith pursuant to Section 2.01 of this Indenture.

In the event all or any portion of the Notes are to be redeemed through such irrevocable trust, the Company must make arrangements satisfactory to the Trustee, at the time of such deposit, for the giving of the notice of such redemption or redemptions by the Trustee in the name and at the expense of the Company.”

Section 5.02 Events of Default.

Sections 6.01 and 6.02 of the Base Indenture are hereby replaced in their entirety as follows:

“Section 6.01 Events of Default.

(a) An “Event of Default” wherever used herein, means any one of the following events:

(i) the failure by the Company to pay interest on any Note when the same becomes due and payable and the continuance of any such failure for a period of 30 days;

(ii) the failure by the Company to pay the principal or premium of any Note when the same becomes due and payable at maturity, upon acceleration or otherwise (including the failure to make payment pursuant to a Change of Control Offer);

(iii) the failure by the Company or any of its Subsidiaries to comply with any of its agreements or covenants in, or provisions of, the Notes, the Subsidiary Guarantees or this Indenture and such failure continues for the period and after the notice specified below;

(iv) the acceleration of any Indebtedness that has an outstanding principal amount of \$25.0 million or more in the aggregate (other than Non-Recourse Indebtedness) of the Company or any of its Subsidiaries;

(v) the failure by the Company or any of its Subsidiaries to make any principal or interest payment in respect of Indebtedness with an outstanding aggregate amount of \$25.0 million or more (other than Non-Recourse Indebtedness) of the Company or any of its Subsidiaries within five days of such principal or interest payment becoming due and payable (after giving effect to any applicable grace period set forth in the documents governing such Indebtedness); *provided*, that if such failure to pay shall be remedied, waived or extended, then

the Event of Default hereunder shall be deemed likewise to be remedied, waived or extended without further action by the Company;

(vi) a final judgment or judgments that exceed \$25.0 million or more in the aggregate, for the payment of money, having been entered by a court or courts of competent jurisdiction against the Company or any of its Subsidiaries and such judgment or judgments is not satisfied, stayed, annulled or rescinded within 60 days of being entered;

(vii) the Company or any Material Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property; or

(D) makes a general assignment for the benefit of its creditors;

(viii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any Material Subsidiary as debtor in an involuntary case;

(B) appoints a Custodian of the Company or any Material Subsidiary or a Custodian for all or substantially all of the property of the Company or any Material Subsidiary; or

(C) orders the liquidation of the Company or any Material Subsidiary and the order or decree remains unstayed and in effect for 60 days; or

(ix) any Subsidiary Guarantee ceases to be in full force and effect (other than in accordance with the terms of such Subsidiary Guarantee and this Indenture) or is declared null and void and unenforceable or found to be invalid or any Subsidiary Guarantor denies its liability under its Subsidiary Guarantee (other than by reason of release of a Subsidiary Guarantor from its Subsidiary Guarantee in accordance with the terms of this Indenture and the Subsidiary Guarantee).

(b) A Default under clause (a)(iii) of Section 6.01 hereof shall not be deemed an Event of Default until the Trustee notifies the Company, or the Holders of at least 25% in principal amount of the then outstanding Notes notify the Company and the Trustee, of

the Default and the Company does not cure the Default within 60 days after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default." If such a Default is cured within such time period, it shall cease.

(c) The Trustee may withhold from the Holders notice of any continuing Default or Event of Default (except any Default or Event of Default in payment of principal or interest on the Notes or that resulted from the failure to comply with Section 3.03 hereof) if the Trustee determines that withholding such notice is in the Holders' interest.

Section 6.02 Acceleration; Rescission.

(a) If an Event of Default (other than an Event of Default specified in clause (vii) or (viii) of Section 6.01(a) hereof) shall have occurred and be continuing under this Indenture, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Notes then outstanding by notice to the Company and the Trustee, may declare all Notes to be due and payable immediately. Upon such declaration of acceleration, the amounts due and payable on the Notes, as determined pursuant to Section 6.02(b), shall be due and payable immediately. If an Event of Default with respect to the Company specified in clause (vii) or (viii) of Section 6.01(a) hereof occurs, such an amount will *ipso facto* become and be immediately due and payable without any declaration, notice or other act on the part of the Trustee and the Company or any Holder.

(b) In the event that the maturity of the Notes is accelerated pursuant to Section 6.02(a) hereof, 100% of the principal amount of the Notes (or, in the case of a default under clause (ii) or (iii) of Section 6.01 hereof resulting from a breach of Section 3.03 of the Thirteenth Supplemental Indenture, dated as of May 20, 2010, 101% of the principal amount of the Notes that have been surrendered for repurchase pursuant to Section 3.03 thereof) shall become due and payable plus accrued interest, if any, to the date of payment.

(c) Holders of a majority in principal amount of the then outstanding Notes may rescind an acceleration and its consequence (except an acceleration due to nonpayment of principal or interest on the Notes, whether resulting from a breach of Section 3.03 of the Thirteenth Supplemental Indenture, dated as of May 20, 2010, or otherwise) if the rescission would not conflict with any judgment or decree relating to the Notes and if all existing Events of Default have been cured or waived. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon."

Section 5.03 Amendment, Supplement and Waiver.

(a) Subject to clause (c) of this Section 5.03, the Notes may be amended or supplemented with the consent (which may include consents obtained in connection with a tender offer or exchange offer for Notes) of the Holders of at least a majority in principal amount of the Notes then outstanding, and any existing Default or Event of Default (other than any continuing Default or Event of Default in the payment of interest on or the principal of the Notes)

under, or compliance with any provision of, this Supplemental Indenture may be waived with the consent (which may include consents obtained in connection with a tender offer or exchange offer for Notes) of the Holders of a majority in principal amount of the Notes then outstanding. Any Default that is waived or cured stops continuing and any Event of Default arising therefrom is deemed cured; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

(b) The Company, the Subsidiary Guarantors and the Trustee may amend or supplement the Indenture or the Notes or waive any provisions thereof, hereof or thereof without notice to or consent of any Holder of Notes:

(i) to cure any ambiguity, defect or inconsistency or to comply with Section 3.06 hereof;

(ii) to provide for uncertificated Notes in addition to, or in place of, certificated Notes;

(iii) to provide for any Subsidiary Guarantee of the Notes, to add security to or for the benefit of the Notes, or to confirm and evidence the release, termination or discharge of any Subsidiary Guarantee of the Notes when such release, termination or discharge is permitted by the Indenture;

(iv) to add covenants or new events of default for the protection of the Holders;

(v) to make any change that does not adversely affect the legal rights under the Indenture of any Holder; or

(vi) to comply with or qualify the Indenture under the TIA.

(c) Without the consent of each Holder, the Company, may not:

(i) reduce the amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the rate of, or change the time for payment of, interest, including default interest, on any Note;

(iii) reduce the principal of, or change the fixed maturity of, any Note or alter the provisions with respect to redemption contained in Exhibit A hereof;

(iv) make any Note payable in currency other than that stated in the Note;

(v) make any change in Section 4.01 of the Base Indenture or this Section 5.03;

(vi) modify the ranking or priority of the Notes or any Subsidiary Guarantee;

(vii) modify any of the provisions with respect to mandatory offers to repurchase Notes pursuant to Section 3.03 hereof after the occurrence of a Change of Control;

(viii) release any Subsidiary Guarantor from any of its obligations under its Subsidiary Guarantee or the Indenture otherwise than in accordance with the terms contained herein; or

(ix) waive a continuing Default or Event of Default in the payment of principal of or interest on the Notes.

(d) It shall not be necessary for the consent of the Holders under this Section 5.03 to approve the particular form of any proposed supplement, but it shall be sufficient if such consent approves the substance thereof.

(e) After any supplement or amendment under this Article becomes effective, the Company shall mail to the Holders a notice briefly describing such supplement or amendment; provided, however, that the failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of such supplement or amendment.

(f) The right of any Holder to participate in any consent required or sought pursuant to any provision of the Indenture (and the obligation of the Company to obtain any such consent otherwise required from such Holder) may be subject to the requirement that such Holder shall have been the Holder of record of Notes with respect to which such consent is required or sought as of a date identified by the Company in a notice furnished to Holders in accordance with the terms of the Indenture.

(g) Section 6.04 of the Base Indenture is hereby replaced in its entirety with the following: "Section 6.04 [Reserved]".

Section 5.04 Compliance Certificate.

Section 4.03 of the Base Indenture is hereby replaced in its entirety as follows:

"Section 4.03 Compliance Certificate.

The Company shall deliver to the Trustee a quarterly statement regarding compliance with the Indenture, and include in such statement, if any Officer of the Company is aware of any Default or Event of Default, a statement specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto. In addition, the Company shall deliver to the Trustee prompt written notice of the occurrence of any Default or Event of Default and any other development, financial or otherwise, which might materially affect its business, properties or affairs or the ability of the Company to perform its obligations under the Indenture."

Section 5.05 Indenture.

(a) The Base Indenture is in all respects ratified and confirmed.

(b) In the event of any conflict between this Supplemental Indenture and the Base Indenture, the provisions of this Supplemental Indenture shall prevail.

Section 5.06 Notices.

Any notice or communication by the Company, any Subsidiary Guarantor or the Trustee to the others is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company and/or any Subsidiary Guarantor:

c/o Beazer Homes USA, Inc.
1000 Abernathy Road
Atlanta, Georgia 30328
Fax: (770) 481-2808
Attention: Kenneth F. Khoury

If to the Trustee:

U.S. Bank National Association
Corporate Trust Services
1349 West Peachtree Street NW
Suite 1050
Atlanta, Georgia 30309
Fax No.: (404) 898-8844
Attention: Beazer 9.125% Notes (2010 Indenture)

The Company, any Subsidiary Guarantor or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; *provided* that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof.

Any notice or communication to a Holder shall be mailed by first-class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Section 5.07 No Personal Liability of Incorporators, Shareholders, Officers, Directors or Employees.

No recourse for the payment of the principal of, premium, if any, or interest on any of the Notes, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or any Subsidiary Guarantor herein or in any of the Notes or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, shareholder, officer, director, employee or controlling person of the Company, any Subsidiary Guarantor or any successor Person thereof. Each Holder, by accepting such Notes waives and releases all such liability.

Section 5.08 Governing Law.

THIS SUPPLEMENTAL INDENTURE, THE NOTES AND THE SUBSIDIARY GUARANTEES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5.09 No Adverse Interpretation of Other Agreements.

This Supplemental Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or its Restricted Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Supplemental Indenture.

Section 5.10 Successors and Assigns.

All covenants and agreements of the Company and the Subsidiary Guarantors in this Supplemental Indenture and the Notes shall bind its successors and assigns. All agreements of the Trustee in this Supplemental Indenture shall bind its successors and assigns.

Section 5.11 Duplicate Originals.

The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 5.12 Severability.

In case any one or more of the provisions contained in this Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.13 Trustee Not Responsible for Recitals.

The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 5.14 Trustee Rights.

Without limiting Section 7.01 of the Base Indenture, the Trustee shall have no duty to inquire as to the performance of the Company with respect to any of its covenants contained in Article Three of this Supplemental Indenture.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Supplemental Indenture as of the date first written above.

BEAZER HOMES USA, INC.

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President and
Chief Financial Officer

APRIL CORPORATION

BEAZER ALLIED COMPANIES HOLDINGS, INC.

BEAZER GENERAL SERVICES, INC.

BEAZER HOMES CORP.

BEAZER HOMES HOLDINGS CORP.

BEAZER HOMES INDIANA HOLDINGS CORP.

BEAZER HOMES SALES, INC.

BEAZER HOMES TEXAS HOLDINGS, INC.

BEAZER REALTY CORP.

BEAZER REALTY, INC.

BEAZER REALTY LOS ANGELES, INC.

BEAZER REALTY SACRAMENTO, INC.

BEAZER/SQUIRES REALTY, INC.

HOMEBUILDERS TITLE SERVICES OF VIRGINIA, INC.

HOMEBUILDERS TITLE SERVICES, INC.

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO INDENTURE]

BEAZER MORTGAGE CORPORATION

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: President

BEAZER HOMES INDIANA LLP

By: BEAZER HOMES INVESTMENTS, LLC,
its Managing Partner

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

ARDEN PARK VENTURES, LLC
BEAZER CLARKSBURG, LLC BEAZER COMMERCIAL
HOLDINGS, LLC
DOVE BARRINGTON DEVELOPMENT LLC
BEAZER HOMES INVESTMENTS, LLC
BEAZER HOMES MICHIGAN, LLC
ELYSIAN HEIGHTS POTOMIA, LLC

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO INDENTURE]

BEAZER HOMES TEXAS, L.P.

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

BEAZER REALTY SERVICES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

BEAZER SPE, LLC

By: BEAZER HOMES HOLDINGS CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO INDENTURE]

BH BUILDING PRODUCTS, LP

By: BH PROCUREMENT SERVICES, LLC,
its General Partner

By: BEAZER HOMES TEXAS, L.P.,
its Sole Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: /s/ Allan P. Merrill
Name: Allan P. Merrill
Title: Executive Vice President

BH PROCUREMENT SERVICES, LLC

By: BEAZER HOMES TEXAS, L.P.,
its Sole Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: /s/ Allan P. Merrill
Name: Allan P. Merrill
Title: Executive Vice President

[SIGNATURE PAGE TO INDENTURE]

PARAGON TITLE, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member and Manager

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

TRINITY HOMES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

CLARKSBURG ARORA LLC

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill

Name: Allan P. Merrill

Title: Executive Vice President

[SIGNATURE PAGE TO INDENTURE]

CLARKSBURG SKYLARK, LLC

By: CLARKSBURG ARORA LLC,
its Sole Member

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: /s/ Allan P. Merrill
Name: Allan P. Merrill
Title: Executive Vice President

[SIGNATURE PAGE TO INDENTURE]

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ William B. Echols

Name: William B. Echols

Title: Vice President

[SIGNATURE PAGE TO INDENTURE]

Subsidiary Guarantors

Beazer General Services, Inc.
Beazer Homes Corp.
Beazer/Squires Realty, Inc.
Beazer Homes Sales, Inc.
Beazer Homes Investments, LLC
Beazer Realty Corp.
Beazer Homes Holdings Corp.
Beazer Homes Indiana Holdings Corp.
Beazer Homes Texas Holdings, Inc.
Beazer Homes Texas, L.P.
Beazer Homes Indiana LLP
April Corporation
Beazer SPE, LLC
Beazer Realty, Inc.
Beazer Realty Services, LLC
Beazer Realty Los Angeles, Inc.
Beazer Realty Sacramento, Inc.
BH Building Products, LP
BH Procurement Services, LLC
Homebuilders Title Services of Virginia, Inc.
Homebuilders Title Services, Inc.
Beazer Allied Companies Holdings, Inc.
Paragon Title, LLC
Trinity Homes, LLC
Beazer Commercial Holdings, LLC
Beazer Clarksburg, LLC
Arden Park Ventures, LLC
Beazer Mortgage Corporation
Beazer Homes Michigan, LLC
Dove Barrington Development LLC
Clarksburg Arora LLC
Clarksburg Skylark, LLC
Elysian Heights Potomia, LLC

SCHEDULE I

[Face of Note]

[THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.15(d) OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.15(b) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.10 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]¹

¹ This paragraph should be included if the Note is issued in global form.

9.125% Senior Notes due 2018

No. ___

[\$]

BEAZER HOMES USA, INC.
a Delaware corporation

promises to pay to [CEDE & CO. or registered assigns]¹ []², the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto]¹ [of United States Dollars]² on June 15, 2018.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

¹ If the Note is issued in global form.

² If the Note is issued in definitive form.

IN WITNESS HEREOF, the Company has caused this instrument to be duly executed.

Dated:

BEAZER HOMES USA, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

This is one of the Notes referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

9.125% Senior Notes due 2018

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest.

Beazer Homes USA, Inc., a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Note at 9.125% per annum from May 20, 2010 until maturity. The Company will pay interest, semi-annually in arrears on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Issue Date; *provided* that the first Interest Payment Date shall be June 15, 2010. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest from time to time on demand at the interest rate on the Notes to the extent lawful.

2. Method of Payment.

The Company will pay interest on the Notes to the Persons who are registered Holders of Notes at the close of business on the June 1 or December 1 (whether or not a Business Day), as the case may be, next preceding the applicable Interest Payment Date, even if such Notes are canceled after such Record Date and on or before such Interest Payment Date, except as provided in Section 2.11 of the Base Indenture with respect to defaulted interest. At the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders, *provided* that payments of principal, premium, if any, and interest with respect to Notes represented by one or more permanent Global Notes registered in the name of or held by The Depository Trust Company ("DTC") or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent And Registrar.

Initially, U.S. Bank National Association, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

4. Indenture.

The Company issued the Notes under the Thirteenth Supplemental Indenture, dated as of May 20, 2010 (the “Supplemental Indenture”), to the Indenture, dated as of April 17, 2002 (as amended, modified or supplemented from time to time prior to the date of the Supplemental Indenture in accordance therewith, the “Base Indenture” and, together with the Supplemental Indenture, the “Indenture”), among the Company, the Subsidiary Guarantors named therein and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “TIA”). The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. Optional Redemption.

(a) Prior to June 15, 2014, the Company may, at its option, redeem the Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date (subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date). Notice of such redemption must be mailed by first class mail to each Holder’s registered address, not less than 15 nor more than 60 days prior to the redemption date.

(b) The Company may redeem all or any portion of the Notes at any time and from time to time on or after June 15, 2014 and prior to maturity at the following redemption prices (expressed in percentages of the principal amount thereof) together, in each case, with accrued and unpaid interest to the date fixed for redemption, if redeemed during the 12-month period beginning on June 15 of each year indicated below:

<u>Year</u>	<u>Percentage</u>
2014	104.563%
2015	102.281%
2016 and thereafter	100.000%

(c) On or prior to June 15, 2013, the Company may, at its option, redeem up to 35% of the aggregate principal amount of Notes issued under the Supplemental Indenture with the net proceeds of an Equity Offering at 109.125% of the principal amount thereof plus accrued and unpaid interest, if any, to the date fixed for redemption; *provided*, that at least 65% of the aggregate principal amount of the Notes originally issued under the Supplemental Indenture remain outstanding after such redemption. Notice of any such redemption must be given within 60 days after the date of the closing of the relevant Equity Offering.

(d) If the Company redeems less than all of the outstanding Notes, the Trustee shall select the Notes to be redeemed in the manner described under Section 3.02 of the Indenture.

(e) Any redemption pursuant to this paragraph 5 shall be made pursuant to the provisions of Article Three of the Indenture.

6. Offers To Repurchase.

The Company shall be required to make offers to repurchase the Notes as set forth under Section 3.03 of the Supplemental Indenture.

7. Denominations, Transfer, Exchange.

The Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of Notes may be registered and may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Notes or portion of the Notes selected for redemption, except for the unredeemed portion of any Notes being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed.

8. Persons Deemed Owners.

The registered Holder of a Notes may be treated as its owner for all purposes.

9. Amendment, Supplement And Waiver.

The Indenture, the Subsidiary Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

10. Authentication.

This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual or facsimile signature of the Trustee.

11. Governing Law.

THE INDENTURE, THE NOTES AND ANY SUBSIDIARY GUARANTEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

12. CUSIP/ISIN Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP/ISIN numbers to be printed on the Notes and the Trustee may use CUSIP/ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

13. Successor Corporation.

When a successor corporation assumes all the obligations of its predecessor under the Notes and the Indenture, the predecessor corporation will be released from those obligations.

14. Trustee Dealings With Company.

U.S. Bank National Association, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not Trustee.

15. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to the Company at the following address:

c/o Beazer Homes USA, Inc.
1000 Abernathy Road, Suite 1200
Atlanta, Georgia 30328
Fax No.: (770) 481-2808
Attention: Kenneth F. Khoury

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____
(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face
of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 3.03 of the Supplemental Indenture, check the box below:

[] Section 3.03

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 3.03 of the Supplemental Indenture, state the amount you elect to have purchased:

\$ _____

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is \$. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount of this Global Note</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal Amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized officer of Trustee or Custodian</u>

* This schedule should be included only if the Note is issued in global form.

GUARANTEE

April Corporation, Arden Park Ventures, LLC, Beazer Allied Companies Holdings, Inc., Beazer Clarksburg, LLC, Beazer Commercial Holdings, LLC, Beazer General Services, Inc., Beazer Homes Corp., Beazer Homes Holdings Corp., Beazer Homes Indiana Holdings Corp., Beazer Homes Indiana LLP, Beazer Homes Investments, LLC, Beazer Homes Michigan, LLC, Beazer Homes Sales, Inc., Beazer Homes Texas Holdings, Inc., Beazer Homes Texas, L.P., Beazer Mortgage Corporation, Beazer Realty Corp., Beazer Realty, Inc., Beazer Realty Los Angeles, Inc., Beazer Realty Sacramento, Inc., Beazer Realty Services, LLC, Beazer SPE, LLC, Beazer/Squires Realty, Inc., BH Building Products, LP, BH Procurement Services, LLC, Clarksburg Arora LLC, Clarksburg Skylark, LLC, Dove Barrington Development LLC, Elysian Heights Potomia, LLC, Homebuilders Title Services of Virginia, Inc., Homebuilders Title Services, Inc., Paragon Title, LLC and Trinity Homes, LLC (the "Subsidiary Guarantors") have unconditionally guaranteed, jointly and severally (such guarantee by each Subsidiary Guarantor being referred to herein as the "Subsidiary Guarantee"), that (i) the principal of, premium, if any, and interest on the Notes will be duly and punctually paid in full when due, whether at maturity, by acceleration or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest, if any, on the Notes and all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth under Article Four of the Supplemental Indenture, and (ii) in case of any extension of time of payment or renewal of any Notes, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at maturity, by acceleration or otherwise.

No recourse for the payment of the principal of, premium, if any, or interest on any of the Notes, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or any Subsidiary Guarantor in this Subsidiary Guarantee, the Indenture or any of the Notes or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, shareholder, officer, director, employee or controlling person of any Subsidiary Guarantor or any successor Person thereof. Each Holder, by accepting such Notes waives and releases all such liability.

Each Holder of a Note by accepting a Note agrees that any Subsidiary Guarantor named below shall have no further liability with respect to its Subsidiary Guarantee if such Subsidiary Guarantor otherwise ceases to be liable in respect of its Subsidiary Guarantee in accordance with the terms of the Indenture. The Obligations of each Guarantor under its Subsidiary Guarantee shall be limited to the extent necessary to insure that it does not constitute a fraudulent conveyance under applicable law.

The Subsidiary Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Subsidiary Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual or facsimile signature of one of its authorized officers.

APRIL CORPORATION
BEAZER ALLIED COMPANIES HOLDINGS, INC.
BEAZER GENERAL SERVICES, INC.
BEAZER HOMES CORP.
BEAZER HOMES HOLDINGS CORP.
BEAZER HOMES INDIANA HOLDINGS CORP.
BEAZER HOMES SALES, INC.
BEAZER HOMES TEXAS HOLDINGS, INC.
BEAZER REALTY CORP.
BEAZER REALTY, INC.
BEAZER REALTY LOS ANGELES, INC.
BEAZER REALTY SACRAMENTO, INC.
BEAZER/SQUIRES REALTY, INC.
HOMEBUILDERS TITLE SERVICES OF VIRGINIA, INC.
HOMEBUILDERS TITLE SERVICES, INC.

By: _____
Name:
Title:

BEAZER MORTGAGE CORPORATION

By: _____
Name:
Title:

BEAZER HOMES INDIANA LLP

By: BEAZER HOMES INVESTMENTS, LLC,
its Managing Partner

By: BEAZER HOMES CORP.,
its Sole Member

By: _____
Name:
Title:

- ARDEN PARK VENTURES, LLC
- BEAZER CLARKSBURG, LLC
- BEAZER COMMERCIAL HOLDINGS, LLC
- DOVE BARRINGTON DEVELOPMENT LLC
- BEAZER HOMES INVESTMENTS, LLC
- BEAZER HOMES MICHIGAN, LLC
- ELYSIAN HEIGHTS POTOMIA, LLC

By: BEAZER HOMES CORP.,
its Sole Member

By: _____
Name:
Title:

BEAZER HOMES TEXAS, L.P.

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: _____
Name:
Title:

BEAZER REALTY SERVICES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: _____
Name :
Title:

BEAZER SPE, LLC

By: BEAZER HOMES HOLDINGS CORP.,
its Sole Member

By: _____
Name:
Title:

BH BUILDING PRODUCTS, LP

By: BH PROCUREMENT SERVICES, LLC,
its General Partner

By: BEAZER HOMES TEXAS, L.P.,
its Sole Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: _____
Name:
Title:

BH PROCUREMENT SERVICES, LLC

By: BEAZER HOMES TEXAS, L.P.,
its Sole Member

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its General Partner

By: _____
Name:
Title:

PARAGON TITLE, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member and Manager

By: BEAZER HOMES CORP.,
its Sole Member

By: _____
Name:
Title:

TRINITY HOMES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Member

By: BEAZER HOMES CORP.,
its Sole Member

By: _____
Name:
Title:

CLARKSBURG ARORA LLC

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: _____

Name:

Title:

CLARKSBURG SKYLARK, LLC

By: CLARKSBURG ARORA LLC,
its Sole Member

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES CORP.,
its Sole Member

By: _____

Name:

Title:



TROUTMAN SANDERS LLP
Attorneys at Law
Bank of America Plaza
600 Peachtree Street, NE, Suite 5200
Atlanta, Georgia 30308-2216
404.885.3000 telephone
troutmansanders.com

May 20, 2010

Beazer Homes USA, Inc.
1000 Abernathy Road, Suite 1200
Atlanta, Georgia 30328

Ladies and Gentlemen:

You have requested our opinion as special counsel to Beazer Homes USA, Inc., a Delaware corporation (the "Company"), and to the subsidiaries of the Company named on Schedule I hereto (the "Guarantors"), with respect to certain matters in connection with the offering by the Company of \$300,000,000 aggregate principal amount of its 9.125% Senior Notes due June 15, 2018 (the "Notes") and the issuance by the Guarantors of guarantees (the "Guarantees") with respect to the Notes. The Notes and the Guarantees will be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Indenture"), by and among the Company, the Guarantors and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), by and among the Company, the Guarantors and the Trustee. The Notes and the Guarantees will be issued under a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010 (the "Base Prospectus"), and the prospectus supplement relating to the Units, dated May 4, 2010 (the "Prospectus Supplement" and collectively with the Base Prospectus, the "Prospectus"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. This opinion is being provided at your request for incorporation by reference in the Registration Statement.

The Indenture, the Notes and the Guarantees are referred to herein, individually, as a "Transaction Document," and collectively, as the "Transaction Documents."

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such instruments, certificates, records and documents, and have reviewed such questions of law, as we have deemed necessary or appropriate for purposes of this opinion. In such examination and in rendering the opinions expressed below, we have assumed: (i) the due authorization of all agreements, instruments and other documents by all the parties thereto (other than the due authorization of each such agreement, instrument and document by the Company and the subsidiaries listed on Schedule II hereto (the "Specified

ATLANTA CHICAGO HONG KONG LONDON NEW YORK NEWARK NORFOLK ORANGE COUNTY
RALEIGH RICHMOND SAN DIEGO SHANGHAI TYSONS CORNER VIRGINIA BEACH WASHINGTON, DC

Subsidiaries”); (ii) the due execution and delivery of all agreements, instruments and other documents by all the parties thereto (other than the due execution and delivery of each such agreement, instrument and document by the Company and the Specified Subsidiaries); (iii) the genuineness of all signatures on all documents submitted to us; (iv) the authenticity and completeness of all documents, corporate records, certificates and other instruments submitted to us; (v) that photocopy, electronic, certified, conformed, facsimile and other copies submitted to us of original documents, corporate records, certificates and other instruments conform to the original documents, records, certificates and other instruments, and that all such original documents were authentic and complete; (vi) the legal capacity of all individuals executing documents; (vii) that the Transaction Documents executed in connection with the transactions contemplated thereby are the valid and binding obligations of each of the parties thereto (other than the Company and the Specified Subsidiaries), enforceable against such parties (other than the Company and the Specified Subsidiaries) in accordance with their respective terms and that no Transaction Document has been amended or terminated orally or in writing except as has been disclosed to us; and (viii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and the Specified Subsidiaries and other persons on which we have relied for the purposes of this opinion are true and correct. As to all questions of fact material to this opinion and as to the materiality of any fact or other matter referred to herein, we have relied (without independent investigation) upon certificates or comparable documents of officers and representatives of the Company and the Specified Subsidiaries.

Based upon the foregoing examination, we are of the opinion that:

1. The Notes, upon proper execution, delivery and authentication in accordance with the provisions of the Indenture when issued by the Company in the manner contemplated by the Registration Statement and the Prospectus, will be legally issued and will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with and subject to their terms and the terms of the Indenture, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws of general applicability relating to or affecting the enforcement of creditors’ rights and by general equitable principles (whether considered in a proceeding at law or in equity), and except that no opinion is expressed as to the availability of the remedy of specific performance.

2. When (a) the Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and (b) the Guarantees have been duly endorsed on the Notes, the Guarantees will constitute valid and binding obligations of the Guarantors, enforceable against the Guarantors in accordance with and subject to their terms and the terms of the Indenture, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws of general applicability relating to or affecting the enforcement of creditors’ rights and by general equitable principles (whether considered

Beazer Homes USA, Inc.

May 20, 2010

Page 3

in a proceeding at law or in equity), and except that no opinion is expressed as to the availability of the remedy of specific performance.

No opinion is given as to the enforceability of any provision in the Indenture, Notes or Guarantees that purports to waive any obligation of good faith, fair dealing, diligence, materiality or reasonableness, that insulates any person from the consequences of its own misconduct, that makes a person's determinations conclusive, that requires waivers and modifications to be in writing in all circumstances, that states that all provisions are severable, that waives trial by jury or that makes a choice of forum. In addition, no opinion is given as to any provision in the Indenture, Notes or Guarantees purporting to waive rights to objections, legal defenses, statutes or limitations or other benefits that cannot be waived in advance under applicable law.

We are, in this opinion, opining only on the laws of the State of New York, the Delaware General Corporation Law (including the relevant statutory provisions, the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting these laws) and the federal law of the United States. We are not opining on "blue sky" or other state securities laws.

This opinion is given as of the date hereof, and we assume no obligation to advise you after the date hereof of facts or circumstances that come to our attention or changes in law that occur which could affect the opinions contained herein.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by the Company and incorporated by reference into the Registration Statement and to the statements with respect to our name wherever it appears in the Registration Statement and the Prospectus. In giving the foregoing consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder. This opinion may not be relied upon by you for any other purpose, or furnished or quoted to or relied upon by any other person, firm or entity for any purpose, without our prior written consent.

Very truly yours,

/s/ Troutman Sanders LLP

Schedule I

Guarantors

Beazer General Services, Inc.
Beazer Homes Corp.
Beazer/Squires Realty, Inc.
Beazer Homes Sales, Inc.
Beazer Homes Investments, LLC
Beazer Realty Corp.
Beazer Homes Holdings Corp.
Beazer Homes Indiana Holdings Corp.
Beazer Homes Texas Holdings, Inc.
Beazer Homes Texas, L.P.
Beazer Homes Indiana LLP
April Corporation Beazer SPE, LLC
Beazer Realty, Inc.
Beazer Realty Services, LLC
Beazer Realty Los Angeles, Inc.
Beazer Realty Sacramento, Inc.
BH Building Products, LP
BH Procurement Services, LLC
Homebuilders Title Services of Virginia, Inc.
Homebuilders Title Services, Inc.
Beazer Allied Companies Holdings, Inc.
Paragon Title, LLC
Trinity Homes, LLC
Beazer Commercial Holdings, LLC
Beazer Clarksburg, LLC
Arden Park Ventures, LLC
Beazer Mortgage Corporation
Beazer Homes Michigan, LLC
Dove Barrington Development LLC
Clarksburg Arora LLC
Clarksburg Skylark, LLC
Elysian Heights Potomia, LLC

Schedule II**Specified Subsidiaries**

Subsidiary	Jurisdiction of Incorporation or Formation	Owners	% Owned by the Company (directly or indirectly)
Beazer/Squires Realty, Inc.	NC	Beazer Homes Corp.	100
Beazer Homes Sales, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Realty Corp.	GA	Beazer Homes Corp.	100
Beazer Mortgage Corporation	DE	Beazer Homes USA, Inc.	100
Beazer General Services, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Homes Holdings Corp.	DE	Beazer Homes USA, Inc.	100
Beazer Homes Texas Holdings, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Homes Texas, L.P.	DE	Beazer Homes Holdings Corp.; Beazer Homes Texas Holdings, Inc.	100
Beazer SPE, LLC	GA	Beazer Homes Holdings Corp.	100
Beazer Homes Investments, LLC	DE	Beazer Homes Corp.	100
Homebuilders Title Services of Virginia, Inc.	VA	Beazer Homes USA, Inc.	100
Homebuilders Title Services, Inc.	DE	Beazer Homes USA, Inc.	100
Beazer Allied Companies Holdings, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Homes Indiana Holdings Corp.	DE	Beazer Homes Investments, LLC	100
Beazer Realty Services, LLC	DE	Beazer Homes Investments, LLC	100
Beazer Realty Los Angeles, Inc.	DE	Beazer Homes Holdings Corp.	100
Beazer Realty Sacramento, Inc.	DE	Beazer Homes Holdings Corp.	100
BH Building Products, LP	DE	Beazer Homes Texas, L.P.; BH Procurement Services, LLC	100
BH Procurement Services, LLC	DE	Beazer Homes Texas, L.P.	100
Beazer Commercial Holdings, LLC	DE	Beazer Homes Corp.	100

<u>Subsidiary</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Owners</u>	<u>% Owned by the Company (directly or indirectly)</u>
Beazer Homes Capital Trust I	DE	Beazer Homes USA, Inc.	*
Beazer Homes Michigan, LLC	DE	Beazer Homes Corp.	100
Dove Barrington Development LLC	DE	Beazer Homes Corp.	100
Elysian Heights Potomia, LLC	VA	Beazer Homes Corp.	100

* Statutory trust of which Beazer Homes USA, Inc. is the beneficiary. However, Beazer Homes USA, Inc. does not exercise any control over Beazer Homes Capital Trust I.

[Letterhead of Hogan Lovells US LLP]

May 20, 2010

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

**Re: Beazer Homes USA, Inc. Registration Statement on Form S-3 and
Sale of Senior Notes**

Ladies and Gentlemen:

This firm has acted as special counsel, solely with respect to the matters addressed in this letter, to April Corporation, a Colorado corporation (the "Guarantor"), and a subsidiary of Beazer Homes USA, Inc., a Delaware corporation ("Beazer"), with respect to certain matters in connection with the issuance by Beazer of \$300,000,000 in aggregate principal amount of 9.125% Senior Notes due 2018 (the "Notes"). The Notes will be issued pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010, and the prospectus supplement relating to the Notes, dated May 4, 2010 filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. In conjunction with the issuance of the Notes, the Guarantor will issue a guarantee with respect to the Notes (the "Guarantee").

The Notes and the Guarantee will be issued pursuant to the Indenture, dated as of April 17, 2002 (as amended other than as amended by the Supplemental Indenture, the "Base Indenture"), by and among Beazer, U.S. Bank National Association, as trustee (the "Trustee"), and the Guarantor and the other guarantors signatory thereto, as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 by and among Beazer, the Trustee, the Guarantor and the other guarantors signatory thereto (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

For purposes of the opinions, which are set forth in paragraphs (a) through (c) below (the "Opinions"), and other statements made in this letter, we have examined copies of the documents listed on Schedule 1 attached hereto (the "Documents"). We believe the Documents provide an appropriate basis on which to render the opinions hereinafter expressed.

In our examination of the Guarantee and the other Documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all of the Documents, the authenticity of all originals of the Documents and the conformity to authentic originals of all of the Documents submitted to us as copies (including telecopies). As to all matters of fact relevant to the Opinions and other statements made herein, we have relied on the representations and statements of fact made in the Documents, we have not

independently established the facts so relied on, and we have not made any investigation or inquiry other than our examination of the Documents.

For purposes of this opinion letter, we have assumed that (i) each party to the Indenture other than the Guarantor has all requisite power and authority under all applicable laws, regulations and governing documents to execute, deliver and perform its obligations under the Indenture, and each of such other parties has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Indenture against Beazer and the Guarantor, (ii) each of such other parties has duly authorized, executed and delivered the Indenture to which it is a party, (iii) each party to the Indenture is validly existing and in good standing in all necessary jurisdictions (except for the Guarantor in the State of Colorado), (iv) the Indenture constitutes a valid and binding obligation, enforceable against each of such other parties in accordance with its terms, (v) there has been no mutual mistake of fact or misunderstanding, or fraud, duress or undue influence, in connection with the negotiation, execution or delivery of the Indenture, and the conduct of all parties to the Indenture has complied with any requirements of good faith, fair dealing and conscionability, (vi) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties, that would, in either case, define, supplement or qualify the terms of the Indenture, and (vii) the Base Indenture (which term shall not include the Supplemental Indenture) constitutes the valid and binding obligations of each party thereto enforceable against each such party in accordance with its terms immediately prior to the amendment thereof and our delivery of this opinion to you. We have also assumed the validity and constitutionality of each relevant statute, rule, regulation and agency action covered by this opinion letter. The Opinions are given, and other statements are made, in the context of the foregoing.

For purposes of the opinions set forth in paragraph (c) below, we have made the following further assumptions: (i) that all agreements and contracts would be enforced as written; (ii) that the consideration or other benefits received by the Guarantor under the Guarantee are adequate, (iii) that Beazer and the Guarantor will not in the future take any discretionary action (including a decision not to act) permitted under the Indenture, the Notes or the Guarantee (the "Operative Agreements") that would result in a violation of law or constitute a breach or default under any order, judgment, decree, agreement or contract; (iv) that Beazer and the Guarantor will obtain all permits, consents, and governmental approvals required in the future, and take all actions required, which are relevant to subsequent consummation of the transactions contemplated under the Operative Agreements or performance of the Operative Agreements; and (v) that all parties to the Operative Agreements will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Operative Agreements.

The Opinions are based as to matters of law solely on applicable provisions of internal Colorado law, as currently in effect, subject to the exclusions and limitations set forth in this opinion letter ("Applicable State Law").

Based upon, subject to and limited by the assumptions, qualifications, exceptions, and limitations set forth in this opinion letter, we are of the opinion that:

- (a) The Guarantor is validly existing as a corporation and in good standing under the laws of the State of Colorado.

- (b) The execution, delivery and performance by the Guarantor of the Supplemental Indenture and the Guarantee have been duly authorized by all necessary corporate action of the Guarantor.
- (c) The execution, delivery and performance by the Guarantor of the Supplemental Indenture and the Guarantee do not (i) require any approval of the Guarantor's shareholders that has not been obtained, (ii) violate the Articles of Incorporation or Bylaws of the Guarantor or (iii) violate Applicable State Law.

In addition to the assumptions, qualifications, exceptions and limitations elsewhere set forth in this opinion letter, our opinions expressed above are also subject to the effect of: (i) bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting creditors' rights (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers); (ii) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality (regardless of whether the applicable agreements are considered in a proceeding in equity or at law); and (iii) generally applicable rules of law that limit or affect the enforceability of provisions that purport to waive or require waiver of (or that otherwise purport to have the effect of waiving) procedural, judicial or substantive rights or defenses.

Nothing herein shall be construed to cause us to be considered "experts" within the meaning of Section 11 of the Securities Act of 1933, as amended.

We express no opinion in this letter as to any other laws and regulations not specifically identified above as being covered hereby (and in particular, we express no opinion as to any effect that such other laws and regulations may have on the opinions expressed herein). We express no opinion in this letter as to federal or state securities laws or regulations, antitrust, unfair competition, banking, or tax laws or regulations, or laws or regulations of any political subdivision below the state level. The opinions set forth in paragraph (c) are based upon a review of only those laws and regulations (not otherwise excluded in this letter) that, in our experience, are generally recognized as applicable to transactions of the type contemplated in the Indenture and the Guarantee.

This opinion letter has been prepared for use in connection with the Registration Statement, the Indenture and the Guarantee. This opinion letter speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion letter.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by Beazer and incorporated by reference into the Registration Statement.

Very truly yours,

/s/ HOGAN LOVELLS US LLP

HOGAN LOVELLS US LLP

Schedule 1

1. Executed copy of the Base Indenture.
2. Executed Copy of the Supplemental Indenture
3. Executed copy of the Guarantee.
4. The Registration Statement.
5. The related Prospectus, dated January 4, 2010, and the Prospectus Supplement relating to the Notes, dated May 4, 2010, as filed pursuant to Rule 424(b)(1) under the Securities Act
6. The Articles of Incorporation of the Guarantor, as certified by the Secretary of State of the State of Colorado on April 30, 2010 as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate, and in effect on the date hereof.
7. The Bylaws of the Guarantor, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate, and in effect on the date hereof.
8. A certificate of good standing of the Guarantor issued by the Secretary of State of the State of Colorado dated as of the date hereof.
9. Joint Resolution of the Board of Directors of the Guarantor adopted by unanimous written consent effective as of May 4, 2010, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate, and in effect relating to, among other things, authorization of the Supplemental Indenture, the Guarantee and arrangements in connection therewith.
10. Certificate of Secretary of the Guarantor dated May 20, 2010 as to certain facts relating to the Guarantor and the incumbency and signatures of certain officers of the Guarantor.
11. A certificate of certain officers of the Guarantor dated as of the date hereof as to certain facts relating to the Guarantor.

[Letterhead of Barnes & Thornburg LLP]

May 20, 2010

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Registration Statement on Form S-3 and Sale of Senior Notes

Ladies and Gentlemen:

We have acted as counsel to (i) Beazer Homes Indiana, LLP, an Indiana limited liability partnership, (ii) Paragon Title, LLC, an Indiana limited liability company, and (iii) Trinity Homes, LLC, an Indiana limited liability company doing business as Beazer Homes (collectively, the "Guarantors"), all of which are remote subsidiaries of Beazer Homes USA, Inc., a Delaware corporation ("Beazer"), with respect to certain matters in connection with the offering by Beazer of \$300,000,000 aggregate principal amount of 9.125% Senior Notes due 2018 (the "Notes"). The Notes will be issued pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010 (the "Base Prospectus"), and the prospectus supplement relating to the Notes, dated May 4, 2010 (the "Prospectus Supplement" and collectively with the Base Prospectus, the "Prospectus"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. In conjunction with the issuance of the Notes, the Guarantors and certain other subsidiaries listed in the Registration Statement will issue guarantees with respect to the Notes (each individually, a "Guarantee" and, collectively, the "Guarantees").

The Notes and the Guarantees will be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Indenture"), by and between Beazer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 by and among Beazer, the Trustee, the Guarantor and the other guarantors signatory thereto (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this opinion letter, we have examined copies or originals of such documents, resolutions, certificates and instruments of Beazer, its direct and remote subsidiaries and the Guarantors as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinions

hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon certificates, statements and representations of representatives of Beazer and the Guarantors, including without limitation those factual matters included in the Registration Statement.

Based on the foregoing, we are of the opinion that:

1. Beazer Homes Indiana, LLP is a general partnership subject to the Uniform Partnership Act of the State of Indiana, became registered as an Indiana limited liability partnership pursuant to a Registration to Qualify as a Limited Liability Partnership filed with the Indiana Secretary of State on December 29, 2004, and has all requisite power and authority under Indiana law and its current partnership agreement to conduct its business and to own its properties (all as described in the Registration Statement) and to execute, deliver and perform all of its obligations under the Guarantees.

2. Each of Paragon Title, LLC and Trinity Homes, LLC is validly existing as a limited liability company under the laws of the State of Indiana and has all requisite power and authority, limited liability company or otherwise, to conduct its business and to own its properties (all as described in the Registration Statement) and to execute, deliver and perform all of its obligations under the Guarantees.

3. Each of the Guarantors has duly authorized, executed and delivered the Supplemental Indenture.

4. The execution and delivery by each of the Guarantors of the Supplemental Indenture and the Guarantees and the performance of its obligations thereunder have been duly authorized by all necessary limited liability company or limited liability partnership or other action, as applicable, and do not and will not (i) require any further consent or further approval of its managers, members or partners, as applicable, or (ii) violate any provision of any law, rule or regulation of the State of Indiana or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award of any federal or state court or governmental authority presently in effect to which such Guarantor is a named party which violation would impair its ability to perform its obligations under the Guarantees or (iii) violate its (A) current partnership agreement with respect to Beazer Homes Indiana, LLP, or (B) Articles of Organization or Operating Agreement with respect to Paragon Title, LLC or Trinity Homes, LLC.

The opinions set forth above are subject to the following qualifications and exceptions:

Counsel is a member of the Bar of the State of Indiana. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the State of Indiana. This opinion letter has been prepared for your use in connection with the Registration Statement, the Supplemental Indenture and the Guarantees and may not be relied

upon for any other purpose. This opinion speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by the Company and incorporated by reference into the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Barnes & Thornburg LLP
Barnes & Thornburg LLP

[Letterhead of Walsh, Colucci, Lubeley, Emrich & Walsh P.C.]

May 20, 2010

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
Registration Statement on Form S-3 and Sale of Senior Notes

Ladies and Gentlemen:

We have acted as special Maryland counsel to Beazer Clarksburg, LLC, a Maryland limited liability company, Clarksburg Arora, LLC, a Maryland limited liability company, and Clarksburg Skylark, LLC, a Maryland limited liability company (each a "Guarantor" and, collectively, the "Guarantors"), each a subsidiary of Beazer Homes USA, Inc. ("Beazer"), with respect to certain matters in connection with the offering by Beazer of \$300,000,000 aggregate principal amount of 9.125% Senior Notes due 2018 (the "Notes"). The Notes will be issued pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010 (the "Base Prospectus"), and the prospectus supplement relating to the Notes, dated May 4, 2010 (the "Prospectus Supplement" and collectively with the Base Prospectus, the "Prospectus"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. In conjunction with the issuance of the Notes, each of the Guarantors and certain other subsidiaries listed in the Registration Statement will issue guarantees with respect to the Notes (each individually, a "Guarantee" and, collectively, the "Guarantees").

The Notes and the Guarantees will be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Indenture"), by and between Beazer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 by and among Beazer, the Trustee, the Guarantor and the other guarantors signatory thereto (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this opinion, we have examined copies or originals of such documents, resolutions, certificates and instruments of each of the Guarantors as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinion hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon statements and representations of representatives of each of the Guarantors.

Based on the foregoing, we are of the opinion that:

1. Each of the Guarantors is validly existing as a limited liability company, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority, limited liability company or otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under its respective Guarantee.

2. Each of the Guarantors has duly authorized, executed and delivered the Indenture.

3. When the Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and the Guarantees have been duly endorsed on the Notes, each Guarantee will constitute a valid and binding obligation of each respective Guarantor enforceable against each Guarantor in accordance with its terms.

4. The execution and delivery by each of the Guarantors of the Indenture and the Guarantees and the performance of each Guarantor's respective obligations thereunder have been duly authorized by all necessary limited liability company or other action and do not and will not (i) require any additional consent or approval of its members, or (ii) violate any provision of any law, rule or regulation of the State of Maryland or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to each Guarantor which violation would impair its ability to perform its obligations under its respective Guarantee or (iii) or violate any of its articles of organization or limited liability company operating agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

1. Counsel is a member of the Bar of the State of Maryland. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the State of Maryland. The undersigned expresses no opinion as to any matter relating to any state or federal securities law or regulation. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the date hereof.

2. The opinions set forth herein are subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and transfer, moratorium or other laws now or hereafter in effect relating to or affecting the rights or remedies of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity) including, without limitation, standards of materiality, good faith and reasonableness in the interpretation and enforcement of contracts, and the application of such principles to limit the availability of equitable remedies such as specific performance.

3. The undersigned expresses no opinion as to any matter other than as expressly set forth above, and no opinion is or may be implied or inferred herefrom, and specifically we express no opinion as to (a) the financial ability of each of the Guarantors to meet its obligations under the Indenture, the Guarantees or any other document related thereto, (b) the truthfulness or accuracy of any applications, reports, plans, documents, financial statements or other matters furnished by or on behalf of each of the Guarantors in connection with the Indenture, the Guarantees or any other document related thereto, or (c) the truthfulness or accuracy of any representation or warranty as to matters of fact made by each of the Guarantors in the Guarantees or any other document.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by the Company and incorporated by reference into the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

The opinions expressed in this letter are limited to the matters set forth herein and no other opinion should be inferred beyond the matters expressed as stated. This opinion letter has been prepared for your use in connection with the Registration Statement, the Indenture and the Guarantees and may not be relied upon for any other purpose. This opinion speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the date hereof.

Very truly yours,

WALSH, COLUCCI, LUBELEY,
EMRICH & WALSH, P.C.

/s/ Bryan H. Guidash

Bryan H. Guidash

[LETTERHEAD OF GREENBAUM ROWE SMITH & DAVID LLP]

May 20, 2010

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

**Re: Beazer Homes USA, Inc.
Registration Statement on Form S-3 and Sale of Senior Notes**

Ladies and Gentlemen:

We have acted as counsel to Beazer Realty, Inc., a New Jersey corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc., a Delaware corporation (the "Company"), with respect to certain matters in connection with the offering by the Company of \$300,000,000 aggregate principal amount of 9.125% Senior Notes due 2018 (the "Notes"). The Notes will be issued pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010 (the "Base Prospectus"), and the prospectus supplement relating to the Notes, dated May 4, 2010 (the "Prospectus Supplement" and collectively with the Base Prospectus, the "Prospectus"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. In conjunction with the issuance of the Notes, the Guarantor and certain other subsidiaries listed in the Registration Statement will issue guarantees with respect to the Notes (each individually, a "Guarantee" and, collectively, the "Guarantees").

The Notes and the Guarantees will be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Indenture"), by and between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 by and among the Company, the Trustee, the Guarantor and

the other guarantors signatory thereto (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

In connection with our opinion, we have examined copies, certified or otherwise identified to our satisfaction, of the following documents: (i) the Indenture; (ii) the Guarantee; (iii) the Certificate of Good Standing of the Guarantor dated January 7, 2010; (iv) the corporate resolutions of the board of directors of the Guarantor, authorizing and approving (a) the Guarantor's execution, delivery and performance of the Indenture and its Guarantee, and (b) the filing of the Registration Statement with the Securities and Exchange Commission under the Securities Act of 1933, as amended; (v) the Certificate of Incorporation of the Guarantor (the "Certificate of Incorporation"); and (vi) the Amended and Restated By-laws of the Guarantor (the "By-Laws"). We have also examined that certain draft of the Registration Statement to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents submitted to us as certified, photostatic or facsimile copies and the authenticity of the originals of such documents. As to any facts relevant to the opinions expressed below that we did not independently establish or verify, we have relied upon statements and representations of the Guarantor or others, including the representations of the Guarantor in the documents referenced above and the representations set forth in that certain Officer's Certificate of the Guarantor dated May 20, 2010.

Based upon the foregoing, and subject to the limitations and qualifications set forth below, we are of the opinion that:

1. The Guarantor is validly existing as a corporation and in good standing under the laws of the State of New Jersey, and the Guarantor has the corporate power to execute, deliver and perform its obligations under the Guarantee.
2. The execution, delivery and performance of the Indenture and the Guarantee by the Guarantor has been duly authorized by all necessary corporate action on the part of the Guarantor.
3. When the Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and the Guarantee has been duly endorsed on the Notes, the Guarantee will constitute valid and binding obligations of the Guarantor enforceable against the Guarantor in accordance with its terms.

4. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder do not and will not (i) require any consent or approval of Guarantor's stockholders, or (ii) violate any provision of any law, rule, or regulation of the State of New Jersey or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Guarantor, which violation would impair its ability to perform its obligations under the Guarantee, or (iii) violate either the Certificate of Incorporation or the By-laws.

We are members of the Bar of the State of New Jersey, and we express no opinion to the laws of any jurisdiction except the laws of the State of New Jersey and the United States of America. We note that the documents referenced in this opinion provide that that they are to be governed by New York law, with certain qualifications and exceptions. We express no opinion as to the interpretation of the choice of law provisions in the documents referenced herein, including, without limitation, which provisions of such documents a court would deem subject to New Jersey rather than New York law.

The opinions expressed herein represent the judgment of this law firm as to certain legal matters, but such opinions are not guarantees or warranties and should not in any respect be construed as such.

This opinion has been prepared for use in connection with the Registration Statement, the Indenture and the Guarantee. This opinion speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by the Company and incorporated by reference into the Registration Statement.

Very truly yours,

/s/ Greenbaum, Rowe, Smith & David LLP

JOHN C. TUNE (1931-1983)
 ERVIN M. ENTREKIN (1927-1990)
 THOMAS V. WHITE
 JOHN W. NELLEY, JR.
 THOMAS C. SCOTT
 PETER J. STRIANSE
 HUGH W. ENTREKIN
 BEN H. CANTRELL
 JOHN P. WILLIAMS *
 LESA HARTLEY SKONEY
 JOSEPH P. RUSNAK
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LAW OFFICES

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OF COUNSEL
 JOHN D. FITZGERALD, JR.

* RULE 31 LISTED GENERAL CIVIL
 MEDIATOR

May 20, 2010

Beazer Homes USA, Inc.
 1000 Abernathy Road
 Suite 1200
 Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.
 Registration Statement on Form S-3 and Sale of Senior Notes

Ladies and Gentlemen:

We have acted as counsel to Beazer Homes Corp., a Tennessee corporation (the "Guarantor"), a subsidiary of Beazer Homes USA, Inc. ("Beazer"), with respect to certain matters in connection with the offering by Beazer of \$300,000,000 aggregate principal amount of 9.125% Senior Notes due 2018 (the "Notes"). The Notes will be issued pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010 (the "Base Prospectus"), and the prospectus supplement relating to the Notes, dated May 4, 2010 (the "Prospectus Supplement" and collectively with the Base Prospectus, the "Prospectus"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. In conjunction with the issuance of the Notes, the Guarantor and certain other subsidiaries listed in the Registration Statement will issue guarantees with respect to the Notes (each individually, a "Guarantee" and, collectively, the "Guarantees").

The Notes and the Guarantees will be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Indenture"), by and between Beazer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 by and among Beazer, the Trustee, the Guarantor and the other guarantors signatory thereto (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). Capitalized terms used herein without definition have the meanings specified in the Underwriting Agreement relating to the issuance of the Notes.

In rendering our opinions expressed below, we have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below.

In connection with this opinion, we have examined copies or originals of such documents, resolutions, certificates and instruments of the Guarantor as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinion hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon statements and representations of representatives of the Guarantor.

Based on the foregoing, we are of the opinion that:

1. The Guarantor is validly existing as a corporation, and in good standing under the laws of the jurisdiction of its incorporation or formation and has all requisite power and authority, corporate or otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under the Guarantee.
2. The Guarantor has duly authorized, executed and delivered the Indenture.
3. When the Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and the Guarantee has been duly endorsed on the Notes, the Guarantee will constitute valid and binding obligations of the Guarantor enforceable against the Guarantor in accordance with its terms.
4. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder have been duly authorized

by all necessary corporate or other action and do not and will not (i) require any consent or approval of its stockholders, or (ii) violate any provision of any law, rule or regulation of the state of Tennessee or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Guarantor which violation would impair its ability to perform its obligations under the Guarantee or (iii) or violate any of its charter or by-laws.

The opinions set forth above are subject to the following qualifications and exceptions:

1. Counsel is a member of the Bar of the state of Tennessee. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the state of Tennessee. This opinion letter has been prepared for your use in connection with the Registration Statement, the Indenture and the Guarantee and may not be relied upon for any other purpose. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we assume no obligation to advise you of any changes in the foregoing subsequent to the effectiveness of the Registration Statement.

2. We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by the Company and incorporated by reference into the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

Tune, Entrekin & White, P.C.

/s/ Hugh W. Entrekin

By: Hugh W. Entrekin, Partner and Secretary

[Letterhead of Holland & Knight LLP]

May 20, 2010

Beazer Homes USA, Inc.
1000 Abernathy Road
Suite 1200
Atlanta, Georgia 30328

**Re: Beazer Homes USA, Inc.
Registration Statement on Form S-3 and Sale of Senior Notes**

Ladies and Gentlemen:

We have acted as counsel to Arden Park Ventures, LLC, a Florida limited liability company (the "Guarantor"), a subsidiary of Beazer Homes Corp. ("Beazer Homes"), with respect to certain matters in connection with the offering by Beazer Homes USA, Inc. ("Beazer") of \$300,000,000 aggregate principal amount of 9.125% Senior Notes due 2018 (the "Notes"). The Notes will be issued pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-163110) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), the related prospectus, dated January 4, 2010 (the "Base Prospectus"), and the prospectus supplement relating to the Notes, dated May 4, 2010 (the "Prospectus Supplement" and collectively with the Base Prospectus, the "Prospectus"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations promulgated under the Act. In conjunction with the issuance of the Notes, the Guarantor and certain other subsidiaries listed in the Registration Statement will issue guarantees with respect to the Notes (each individually, a "Guarantee" and, collectively, the "Guarantees").

It is our understanding that the Notes and the Guarantees will be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Indenture"), by and between Beazer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Thirteenth Supplemental Indenture, dated as of May 20, 2010 by and among Beazer, the Trustee, the Guarantor and the other guarantors signatory thereto (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

In rendering our opinions expressed below, we have examined the following documents:

(a) the Indenture;

- (b) the Guarantee contemplated by the Indenture, as executed by the Guarantor and the other guarantors;
- (c) a Certificate of Good Standing with respect to the Guarantor issued by the Florida Department of State and dated May 19, 2010;
- (d) certified Articles of Organization of the Guarantor which were filed on December 16, 2004, as amended; and
- (e) Certificate of the Secretary of Beazer Homes dated May 20, 2010; and Joint Resolution No. 2010-05 dated May 4, 2010.

In connection with this opinion, we have examined copies or originals of such documents, resolutions, certificates, and instruments of the Guarantor as we have deemed necessary to form a basis for the opinions hereinafter expressed. In addition, we have reviewed certificates of public officials, statutes, records and other instruments and documents as we have deemed necessary to form a basis for the opinions hereinafter expressed. In our examination of the foregoing, we have assumed, without independent investigation, (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and (v) the authenticity of the originals of such latter documents. With regard to certain factual matters, we have relied, without independent investigation or verification, upon statements and representations of representatives of the Guarantor.

Based on and subject to the foregoing, we are of the opinion that:

1. The Guarantor is validly existing as a Florida limited liability company, and in good standing under the laws of Florida, the jurisdiction of its formation, and has all requisite power and authority, limited liability company or otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under the Indenture and the Guarantee.
2. The Guarantor has duly authorized, executed, and delivered the Indenture and the Guarantee.
3. When the Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and the Guarantee has been duly endorsed on the Notes, the Guarantee will constitute valid and binding obligations of the Guarantor enforceable against the Guarantor in accordance with its terms.
4. The execution and delivery by the Guarantor of the Indenture and the Guarantee and the performance of its obligations thereunder have been duly

authorized by all necessary limited liability company or other action and do not and will not (i) require any additional consent or approval of its members, or (ii) violate any provision of any law, rule or regulation of the State of Florida or, to our knowledge, any order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Guarantor which violation would impair its ability to perform its obligations under the Guarantee or (iii) or violate any of its articles of organization.

The opinions set forth above are subject to the following qualifications and exceptions:

- A. We are members of The Florida Bar. In rendering the foregoing opinions we express no opinion as to the effect (if any) of laws of any jurisdiction except those of the state of Florida. We express no opinion as to any matter relating to any state or federal securities law or regulation. Our opinions are rendered only with respect to such laws, and the rules, regulations and orders thereunder, that are currently in effect, and we disclaim any obligation to advise you of any change in law or fact that occurs after the effectiveness of the Registration Statement.
- B. In rendering the opinions and other matters set forth herein based on our knowledge, we hereby advise you that, in the course of our representation of the Guarantor in matters with respect to which we have been engaged by the Guarantor as counsel, no information has come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the foregoing documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters.
- C. We express no opinion as to any matter other than as expressly set forth above, and no opinion is implied hereby or may be inferred herefrom, and specifically we express no opinion as to (a) the financial ability of the Guarantor to meet its obligations under the Indenture, the Guarantee or any other document related thereto, (b) the truthfulness or accuracy of any applications, reports, plans, documents, financial statements or other matters furnished by or on behalf of the Guarantor in connection with the Indenture, the Guarantee or any other document related thereto, or (c) the truthfulness or accuracy of any representation or warranty as to matters of fact made by the Guarantor in the Indenture, the Guarantee or any other document.
- D. We note that the Indenture and the Guarantee (in the case of the Guarantee, presumably, though the Guarantee does not expressly say so) are governed by New York law. Therefore, to the extent that the opinion given above requires any interpretation of law, we have with your permission given the opinion as

though the Indenture and the Guarantee were governed by the laws of Florida; however, you should have no expectation that a court would disregard a choice of law provision, or that the law of Florida is the same as the law of New York

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K dated as of the date hereof filed by the Company and incorporated by reference into the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

The opinions expressed in this letter are limited to the matters set forth herein and no other opinion should be inferred beyond the matters expressed as stated. This opinion has been prepared for your use in connection with the Registration Statement, the Indenture and the Guarantee and may not be relied upon for any other purpose. This opinion speaks as of the date hereof, and we assume no obligation to advise you or any other person hereafter with regard to any change in the foregoing subsequent to the date hereof even though the change may affect the legal analysis or a legal conclusion or other matters in this opinion letter.

Very truly yours,

HOLLAND & KNIGHT LLP

/s/ James E.L. Seay

James E.L. Seay

JELS:amc



Press Release
For Immediate Release

**Beazer Homes Announces Closing of Offering of
Senior Notes**

ATLANTA, May 20, 2010 – Beazer Homes USA, Inc. (NYSE: BZH) (www.beazer.com) (the “Company”) announced today the closing of its underwritten public offering of \$300 million aggregate principal amount of its 9.125% senior notes due June 15, 2018. The Company received proceeds of approximately \$295.5 million from the offering, after underwriting discounts and commissions. The Company previously announced the closing on May 10, 2010 of its concurrent underwritten public offerings of 12.5 million shares of its common stock and 3.0 million 7.25% tangible equity units.

Prior to the closing of the 9.125% senior notes offering, the Company redeemed in full its outstanding 8 3/8% senior notes due 2012. As of the redemption date, \$303.6 million aggregate principal amount of the 8 3/8% senior notes was outstanding.

Beazer Homes USA, Inc., headquartered in Atlanta, is one of the country’s ten largest single-family homebuilders with continuing operations in Arizona, California, Delaware, Florida, Georgia, Indiana, Maryland, Nevada, New Jersey, New Mexico, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia.

CONTACT: Beazer Homes USA, Inc.
Jeff Hoza
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