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 reported event): September 18, 2026

BEAZER HOMES USA, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-12822	58-2086934
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2002 Summit Boulevard, 15th Floor
Atlanta, Georgia 30319
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value	BZH	New York Stock Exchange

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement

On September 18, 2026, Beazer Homes USA, Inc. (the “Company”), its subsidiary guarantors (the “Subsidiary Guarantors”), and Regions Bank, as trustee (the “Trustee”), entered into supplemental indentures (collectively, the “Supplemental Indentures”) to the indentures governing certain of the Company’s outstanding senior notes. Specifically, the Company entered into (i) a supplemental indenture (the “2032 Notes Supplemental Indenture”) to the Indenture, dated June 23, 2026 (the “2032 Notes Indenture”), governing its 8.000% Senior Notes due 2032 (the “2032 Notes”), and (ii) a supplemental indenture (the “2031 Notes Supplemental Indenture”) to the Indenture, dated March 15, 2024 (the “2031 Notes Indenture” and, together with the 2032 Notes Indenture, the “Indentures”), governing its 7.500% Senior Notes due 2031 (the “2031 Notes” and, together with the 2032 Notes, the “Notes”).

The Supplemental Indentures were entered into following receipt of the requisite consents from holders of each series of Notes pursuant to the consent solicitation (the “Consent Solicitation”) conducted by Dream Finders Homes, Inc., a Texas corporation (“Dream Finders”). The Consent Solicitation expired at 5:00 p.m., New York City time, on September 15, 2026 and was extended with respect to the 2032 Notes only to 5:00 p.m., New York City time, on September 17, 2026. The Consent Solicitation was conducted in connection with the Company’s previously announced agreement to merge with Dream Finders (the “Merger”) pursuant to the Agreement and Plan of Merger, dated as of August 6, 2026 (the “Merger Agreement”). Dream Finders solicited consents to amend the defined term “Change of Control” to provide that the Merger will not constitute a Change of Control (collectively, the “Amendments”).

The Supplemental Indentures became effective immediately upon execution, but the Amendments will not become operative until the consent fee is paid for each applicable series of Notes, which payments are expected to be made substantially concurrently with the consummation of the Merger.

The foregoing description of the Supplemental Indentures is a summary and is qualified in its entirety by reference to the Supplemental Indentures, which are attached hereto as Exhibits 4.1 and 4.2 and are incorporated by reference into this Item 1.01.

* * *

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

The information presented herein may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 giving Dream Finders’ and the Company’s expectations or predictions of future financial or business performance or conditions. Forward-looking statements are typically identified by words such as “believe,” “expect,” “anticipate,” “intend,” “target,” “estimate,” “continue,” “positions,” “prospects” or “potential,” by future conditional verbs such as “will,” “would,” “should,” “could” or “may,” or by variations of such words or by similar expressions. These forward-looking statements are subject to numerous assumptions, risks and uncertainties which change over time. Forward-looking statements speak only as of the date they are made and neither Dream Finders nor the Company assumes any duty to update forward-looking statements other than as required by law. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

In addition to factors previously disclosed in Dream Finders’ and the Company’s reports filed with the Securities and Exchange Commission, the following factors, among others, could cause actual results to differ materially from forward-looking statements and historical performance: the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the definitive merger agreement between Dream Finders and the Company; the outcome of any legal proceedings that may be instituted against Dream Finders or the Company; the failure of the Company to obtain necessary stockholder approval or to satisfy any of the other conditions to the Merger on a timely basis or at all; the possibility that the anticipated benefits of the Merger are not realized when expected or at all; the possibility that the Merger may be more expensive to complete than anticipated, including as a result of unexpected factors or events; diversion of management’s attention from ongoing business operations and opportunities; potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the Merger; Dream Finders’ ability to obtain financing and complete the acquisition and integration of the Company successfully or fully realize cost savings and other benefits and other consequences associated with mergers, acquisitions and divestitures; negative effects of announcing the Merger or the consummation of the Merger on the market price of our common stock, credit ratings or operating results; and the potential impact of announcement of the Merger or consummation thereof on relationships, including with employees, customers and competitors.

IMPORTANT INFORMATION AND WHERE TO FIND IT

In connection with the acquisition described in this communication (the "Merger"), the Company filed a definitive proxy statement (the "Proxy Statement") with the Securities and Exchange Commission (the "SEC") on September 15, 2026. The Company commenced mailing of the Proxy Statement to stockholders of the Company on or about September 15, 2026. INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THE PROXY STATEMENT, AS WELL AS ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC IN CONNECTION WITH THE MERGER OR INCORPORATED BY REFERENCE INTO THE PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) WHEN IT BECOMES AVAILABLE, BECAUSE THEY CONTAIN IMPORTANT INFORMATION REGARDING DREAM FINDERS, THE COMPANY, THE MERGER AND RELATED MATTERS. Investors may obtain free copies of these documents and other documents filed with the SEC at www.sec.gov. In addition, investors may obtain free copies of the documents filed with the SEC by the Company by going to the Company's website at ir.beazer.com.

Participants in Solicitation

The Company and certain of its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of the Company in connection with the Merger under the rules of the SEC. Information about the interests of the directors and executive officers of the Company and other persons who may be deemed to be participants in the solicitation of stockholders of the Company in connection with the Merger and a description of their direct and indirect interests, by security holdings or otherwise, is set forth in the Proxy Statement and any subsequent filings with the SEC. In addition, Dream Finders and certain of its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of the Company in connection with the Merger. Information about certain of Dream Finders' directors and executive officers is set forth in Dream Finders' proxy statement for its 2026 Annual Meeting of Stockholders on Schedule 14A filed with the SEC on April 16, 2026, Dream Finders' Annual Report on Form 10-K filed with the SEC on February 24, 2026, and any subsequent filings with the SEC. To the extent that holdings of the Company's securities by the directors and executive officers of the Company have changed from the amounts set forth in the Proxy Statement, such changes have been or will be reflected on Statements of Changes in Beneficial Ownership on Form 4 filed with the SEC. Additional information regarding the direct and indirect interests of those persons and other persons who may be deemed participants in the Merger may be obtained by reading the Proxy Statement regarding the Merger. Free copies of these documents may be obtained as described above and, with respect to the information about Dream Finders' directors and executive officers, at Dream Finders' website at investors.dreamfindershomes.com.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

4.1	Supplemental Indenture to the 2032 Notes Indenture, dated as of September 18, 2026, among the Company, the Subsidiary Guarantors and Regions Bank, as trustee
4.2	Supplemental Indenture to the 2031 Notes Indenture, dated as of September 18, 2026, among the Company, the Subsidiary Guarantors and Regions Bank, as trustee
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: September 18, 2026	By: /s/ David I. Goldberg
	David I. Goldberg
	Senior Vice President and Chief Financial Officer

Exhibit 4.1

SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE, dated as of September 18, 2026 (this "Supplemental Indenture"), is by and among BEAZER HOMES USA, INC., a Delaware corporation (the "Company"), each of the SUBSIDIARY GUARANTORS (as defined in the Indenture referred to below), and REGIONS BANK, as trustee under the Indenture referred to below (the "Trustee").

RECITALS

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of June 23, 2026 (as supplemented as of the date hereof, the "Indenture"), providing for the issuance of 8.000% Senior Notes due 2032 (the "Notes");

WHEREAS, Section 8.01 of the Indenture provides that, subject to certain exceptions, the Company, the Subsidiary Guarantors and the Trustee may amend or supplement the Indenture with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding;

WHEREAS, the Company has entered into the Agreement and Plan of Merger, dated as of August 6, 2026 (the "Merger Agreement"), by and among the Company, Dream Finders Homes, Inc., a Texas corporation ("Dream Finders") and Bulldogs Merger Sub, Inc.;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Dream Finders, on behalf of the Company, has distributed a Consent Solicitation Statement, dated as of September 9, 2026 (as the same has been amended, supplemented or modified prior to the date hereof, the "Statement"), to the Holders of the Notes in connection with the solicitation of such Holders' consent to certain proposed amendments to the Indenture as further described in the Statement (the "Proposed Amendments");

WHEREAS, pursuant to the Statement, the Holders of at least a majority in principal amount of the Notes outstanding as of the Record Date (as defined in the Statement) have consented to the Proposed Amendments effected by this Supplemental Indenture and evidence of such consents has been provided by Dream Finders to the Trustee; and

WHEREAS, in accordance with Sections 8.01, 8.06 and 11.04 of the Indenture, the Company has delivered to the Trustee the requisite Officers' Certificate and Opinion of Counsel stating that this Supplemental Indenture is authorized or permitted by the Indenture, that it is not inconsistent therewith, and that it will be valid and binding upon the Company in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

ARTICLE II
AMENDMENT TO THE INDENTURE

Section 2.1 Pursuant to Section 8.01 of the Indenture but subject to the Inoperativeness Conditions (as defined below), Section 1.01 of the Indenture is hereby amended by inserting the following text at the end of the definition of "Change of Control":

> Notwithstanding the foregoing or anything herein to the contrary, the Transactions (as defined in that certain Agreement and Plan of Merger, dated as of August 6, 2026, by and among Dream Finders Homes, Inc., Bulldogs Merger Sub, Inc., and the Company, as amended from time to time (provided that any such amendment shall not be materially adverse to the Holders, in the good faith determination of the Company)) shall not constitute or be deemed to result in a "Change of Control" and no Change of Control Offer shall be required in connection therewith.

Section 2.2 In the event of any amendment to the Merger Agreement, the Company shall provide an Officers' Certificate to the Trustee certifying that, in the good faith determination of the Company, such amendment is not materially adverse to the Holders, which the Trustee shall be entitled to conclusively rely upon, and the Trustee shall not be responsible or obligated to make any independent review or determination of such findings or determination by the Company.

ARTICLE III
EFFECTIVENESS

Section 3.1 This Supplemental Indenture shall become a binding agreement among the parties hereto and effective when executed by the parties hereto, subject to the Inoperativeness Conditions set forth below. Notwithstanding the foregoing sentence, the amendments to the Indenture set forth in Article II herein shall become operative only at the time and date on which the Consent Fee (as defined in the Statement) is validly paid to the applicable Holders and upon the satisfaction or waiver of the applicable conditions described in the Statement. The Company by an authorized Officer shall notify the Trustee in writing (which may be via email) promptly after the occurrence of the payment of the Consent Fee and the satisfaction or waiver of the applicable conditions described in the Statement and the Trustee shall be entitled to conclusively rely on such Company notice without further review or independent determination.

Section 3.2 This Supplemental Indenture shall not become operative if (i) the applicable conditions described in the Statement are not met or waived, including, but not limited to, the termination of the Merger Agreement in accordance with its terms prior to payment of the Consent Fee or (ii) the Consent Fee is not paid to the applicable Holders (clauses (i) and (ii), the "Inoperativeness Conditions"). The Trustee has not made and does not make any representations, or determinations, in connection with the Statement and assumes no responsibility for the accuracy or adequacy of the information contained in the Statement provided by the Company.

ARTICLE IV
MISCELLANEOUS

Section 4.1 This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes; provided, that, upon the occurrence of either of the Inoperativeness Conditions, this Supplemental Indenture shall be void ab initio and never become operative.

Section 4.2 THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 4.3 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 4.4 The headings of the Articles of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 4.5 The Trustee shall not be responsible or liable for and makes no representation as to the validity or adequacy of this Supplemental Indenture.

Section 4.6 All agreements of the Company in this Supplemental Indenture shall bind its Successors. All agreements of each Subsidiary Guarantor in this Supplemental Indenture shall bind its Successors, except as otherwise provided in the Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its Successors.

[*Signature pages follow*]

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

COMPANY:

BEAZER HOMES USA, INC.

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

SUBSIDIARY GUARANTORS:

BEAZER HOMES, LLC

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

BEAZER HOMES HOLDINGS, LLC

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

BH INVESTMENT HOLDINGS, LLC

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

BH MATERIALS, LLC

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to the Supplemental Indenture]

BEAZER GENERAL SERVICES, INC.
BEAZER HOMES INDIANA HOLDINGS CORP.
BEAZER HOMES SALES, INC.
BEAZER HOMES TEXAS HOLDINGS, INC.
BEAZER REALTY CORP.
BEAZER REALTY LOS ANGELES, INC.
BH PROCUREMENT SERVICES, INC.

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President and Treasurer

BEAZER MORTGAGE CORPORATION

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: President, Chief Executive Officer and Treasurer

BEAZER HOMES INDIANA LLP

By: BEAZER HOMES INVESTMENTS, LLC,
its Managing Partner

By: BEAZER HOMES, LLC,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to the Supplemental Indenture]

BALLARD GREEN UTILITY COMPANY, LLC
BEAZER CLARKSBURG, LLC
DOVE BARRINGTON DEVELOPMENT LLC
BEAZER HOMES INVESTMENTS, LLC
BEAZER GAIN, LLC
MARSHFIELD LAND, LLC

By: BEAZER HOMES, LLC,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

BEAZER HOMES TEXAS, L.P.

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

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President and Treasurer

BEAZER REALTY SERVICES, LLC

By: BEAZER HOMES INVESTMENTS, LLC,
its Sole Member

By: BEAZER HOMES, LLC,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to the Supplemental Indenture]

BEAZER FUNDAMENTAL, LLC

By: BEAZER HOMES TEXAS HOLDINGS, INC.,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President and Treasurer

CLARKSBURG ARORA LLC

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES, LLC,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

CLARKSBURG SKYLARK, LLC

By: CLARKSBURG ARORA LLC,
its Sole Member

By: BEAZER CLARKSBURG, LLC,
its Sole Member

By: BEAZER HOMES, LLC,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to the Supplemental Indenture]

TRUSTEE:

REGIONS BANK

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Vice President

[Signature Page to the Supplemental Indenture]

Exhibit 4.2

SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE, dated as of September 18, 2026 (this "Supplemental Indenture"), is by and among BEAZER HOMES USA, INC., a Delaware corporation (the "Company"), each of the SUBSIDIARY GUARANTORS (as defined in the Indenture referred to below), and REGIONS BANK, as trustee under the Indenture referred to below (the "Trustee").

RECITALS

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of March 15, 2024 (as supplemented as of the date hereof, the "Indenture"), providing for the issuance of 7.500% Senior Notes due 2031 (the "Notes");

WHEREAS, Section 8.01 of the Indenture provides that, subject to certain exceptions, the Company, the Subsidiary Guarantors and the Trustee may amend or supplement the Indenture with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding;

WHEREAS, the Company has entered into the Agreement and Plan of Merger, dated as of August 6, 2026 (the "Merger Agreement"), by and among the Company, Dream Finders Homes, Inc., a Texas corporation ("Dream Finders") and Bulldogs Merger Sub, Inc.;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Dream Finders, on behalf of the Company, has distributed a Consent Solicitation Statement, dated as of September 9, 2026 (as the same has been amended, supplemented or modified prior to the date hereof, the "Statement"), to the Holders of the Notes in connection with the solicitation of such Holders' consent to certain proposed amendments to the Indenture as further described in the Statement (the "Proposed Amendments");

WHEREAS, pursuant to the Statement, the Holders of at least a majority in principal amount of the Notes outstanding as of the Record Date (as defined in the Statement) have consented to the Proposed Amendments effected by this Supplemental Indenture and evidence of such consents has been provided by Dream Finders to the Trustee; and

WHEREAS, in accordance with Sections 8.01, 8.06 and 11.04 of the Indenture, the Company has delivered to the Trustee the requisite Officers' Certificate and Opinion of Counsel stating that this Supplemental Indenture is authorized or permitted by the Indenture, that it is not inconsistent therewith, and that it will be valid and binding upon the Company in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

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Section 3.2 This Supplemental Indenture shall not become operative if (i) the applicable conditions described in the Statement are not met or waived, including, but not limited to, the termination of the Merger Agreement in accordance with its terms prior to payment of the Consent Fee or (ii) the Consent Fee is not paid to the applicable Holders (clauses (i) and (ii), the "Inoperativeness Conditions"). The Trustee has not made and does not make any representations, or determinations, in connection with the Statement and assumes no responsibility for the accuracy or adequacy of the information contained in the Statement provided by the Company.

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[*Signature pages follow*]

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

COMPANY:

BEAZER HOMES USA, INC.

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

SUBSIDIARY GUARANTORS:

BEAZER HOMES, LLC

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

BEAZER HOMES HOLDINGS, LLC

By: /s/ David I. Goldberg
Name: David I. Goldberg
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BEAZER REALTY LOS ANGELES, INC.
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BEAZER MORTGAGE CORPORATION

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: President, Chief Executive Officer and Treasurer

BEAZER HOMES INDIANA LLP

By: BEAZER HOMES INVESTMENTS, LLC,
its Managing Partner

By: BEAZER HOMES, LLC,
its Sole Member

By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

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BEAZER CLARKSBURG, LLC
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BEAZER GAIN, LLC
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By: BEAZER HOMES TEXAS HOLDINGS, INC.,
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By: /s/ David I. Goldberg
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By: /s/ David I. Goldberg
Name: David I. Goldberg
Title: Senior Vice President, Chief Financial Officer and Treasurer

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TRUSTEE:

REGIONS BANK

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Vice President

[Signature Page to the Supplemental Indenture]