

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

**FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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

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

**58-2086934**  
(I.R.S. Employer  
Identification No.)

**1000 Abernathy Road, Suite 260  
Atlanta, Georgia 30328  
(770) 829-3700**

(Address, including zip code, and telephone number, including area code, of each registrant's principal executive offices)

**Kenneth F. Khoury**  
**Executive Vice President, Chief Administrative Officer, General Counsel and Secretary**  
**Beazer Homes USA, Inc.**

**1000 Abernathy Road, Suite 260  
Atlanta, Georgia 30328  
(770) 829-3700**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

**Approximate date of commencement of proposed sale to the public:** From time to time after this Registration Statement becomes effective, as determined by market considerations and other factors.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per unit(1)(2)	Proposed maximum aggregate offering price(1)(2)	Amount of registration fee
Senior Debt Securities	—	—	—	—
Subordinated Debt Securities	—	—	—	—
Common Stock, par value \$.001 per share(4)	—	—	—	—
Preferred Stock, par value \$.01 per share	—	—	—	—
Depository Shares(5)	—	—	—	—
Warrants	—	—	—	—
Rights(6)	—	—	—	—
Stock Purchase Contracts and Stock Purchase Units	—	—	—	—
Units(7)	—	—	—	—
Guarantees with respect to Debt Securities(8)	—	—	—	—
<b>TOTAL</b>	<b>\$750,000,000</b>	<b>(1)(2)</b>	<b>\$750,000,000</b>	<b>\$96,600(3)</b>

- (1) Not specified as to each class of securities to be registered pursuant to General Instruction II.D of Form S-3. Securities registered hereunder may be sold separately, together or in units with other securities registered hereby. Subject to Rule 462(b) under the Securities Act, in no event will the aggregate initial offering price of the securities issued under this Registration Statement exceed \$750,000,000 or if any securities are issued in any foreign currencies, composite currencies or currency units, the U.S. dollar equivalent of \$750,000,000. Such amount represents the principal amount of any debt securities (or issue price, in the case of debt securities issued at an original issue discount), and the issue price of any common stock, preferred stock, depository shares, warrants, rights, stock purchase contracts or any stock purchase units. This Registration Statement includes such presently indeterminate number of securities registered hereunder as may be issuable from time to time upon conversion of, or in exchange for, or upon exercise of, convertible or exchangeable securities as may be offered pursuant to the prospectus filed with this Registration Statement. No separate consideration will be received for any securities registered hereunder that are issued upon conversion of, or in exchange for, or upon exercise of, as the case may be, convertible or exchangeable securities.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) of the rules and regulations under the Securities Act, and exclusive of accrued interest and dividends, if any.
- (3) The registrant filed a Registration Statement on Form S-3 (File No. 333-172483) (the "Prior Registration Statement"), which registered an aggregate of \$750,000,000 of the types of securities registered on this Registration Statement, \$561,630,000 of which remain unsold (the "Unsold Securities"). Pursuant to Rule 415(a)(6) under the Securities Act of 1933, as amended, this Registration Statement includes the Unsold Securities and the registrant is continuing to apply the previously paid filing fee of \$65,205.24 associated with the Unsold Securities to the Unsold Securities. Accordingly, the amount of the registration fee has been based on the additional \$188,370,000 of securities registered. As a result, a filing fee of \$24,262.06 is being paid herewith. Pursuant to Rule 415(a)(6), the offering of securities under the Prior Registration Statement will be deemed terminated as of the date of effectiveness of this registration statement.
- (4) Each share of common stock includes one preferred stock purchase right as described under "Description of Capital Stock." No separate consideration will be received for the preferred stock purchase rights.
- (5) Each depository share will be issued under a deposit agreement, will represent an interest in a fractional share or multiple shares of preferred stock and will be evidenced by a depository receipt.
- (6) Rights evidencing the right to purchase common stock, preferred stock, depository shares or debt securities.
- (7) Each unit will be issued under a unit agreement or indenture and will represent an interest in two or more securities registered hereby, including shares of common stock or preferred stock, debt securities, depository shares, warrants, rights or purchase contracts, which may or may not be separable from one another.
- (8) No separate consideration will be received for the guarantees with respect to the debt securities. In accordance with Rule 457(n), no separate fee is payable with respect to the guarantees of the debt securities being registered.

**Co-Registrants**

	<b>State of Incorporation /Formation</b>	<b>Primary Standard Industrial Classification Code Number</b>	<b>IRS Employer Identification No.</b>
Beazer Homes Corp.	TN	1531	62-0880780
Beazer/Squires Realty, Inc.	NC	1531	56-1807308
Beazer Homes Sales, Inc.	DE	1531	86-0728694
Beazer Realty Corp.	GA	1531	58-1200012
Beazer Homes Holdings Corp.	DE	1531	58-2222637
Beazer Homes Texas Holdings, Inc.	DE	1531	58-2222643
Beazer Homes Texas, L.P.	DE	1531	76-0496353
April Corporation	CO	1531	84-1112772
Beazer SPE, LLC	GA	1531	not applied for(1)
Beazer Homes Investments, LLC	DE	1531	04-3617414
Beazer Realty, Inc.	NJ	1531	22-3620212
Beazer Clarksburg, LLC	MD	1531	not applied for(1)
Homebuilders Title Services of Virginia, Inc.	VA	1531	54-1969702
Homebuilders Title Services, Inc.	DE	1531	58-2440984
Beazer Allied Companies Holdings, Inc.	DE	1531	54-2137836
Beazer Homes Indiana LLP	IN	1531	35-1901790
Beazer Realty Services, LLC	DE	1531	35-1679596
Paragon Title, LLC	IN	1531	35-2111763
Trinity Homes, LLC	IN	1531	35-2027321
Beazer Commercial Holdings, LLC	DE	1531	26-3364372
Beazer General Services, Inc.	DE	1531	20-1887139
Beazer Homes Indiana Holdings Corp.	DE	1531	20-2184688
Beazer Realty Los Angeles, Inc.	DE	1531	20-2495958
Beazer Realty Sacramento, Inc.	DE	1531	20-2495906
BH Building Products, LP	DE	1531	20-2498366
BH Procurement Services, LLC	DE	1531	20-2498277
Arden Park Ventures, LLC	FL	1531	20-5193633
Beazer Mortgage Corporation	DE	6163	58-2203537
Beazer Homes Michigan, LLC	DE	1531	20-3420345
Dove Barrington Development LLC	DE	6531	20-1737164
Elysian Heights Potomia, LLC	VA	6531	30-0237203
Clarksburg Arora LLC	MD	6531	52-2321110
Clarksburg Skylark, LLC	MD	6531	not applied for(1)
Beazer-Inspirada LLC	DE	1531	45-5424809

The address for each Co-Registrant is 1000 Abernathy Road, Suite 260, Atlanta, Georgia 30328.

(1) Does not have any employees.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that the Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

---

---

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS  
SUBJECT TO COMPLETION, DATED JUNE 10, 2014

# BEAZER HOMES USA, INC.

**\$750,000,000**

**Senior Debt Securities**  
**Subordinated Debt Securities**  
**Common Stock**  
**Preferred Stock**  
**Depository Shares**  
**Warrants**  
**Rights**  
**Stock Purchase Contracts**  
**Stock Purchase Units**  
**Units**  
**Guarantees of Debt Securities**

---

Beazer Homes USA, Inc. may offer, from time to time, up to \$750,000,000 in aggregate initial offering price of senior debt securities, subordinated debt securities, common stock, preferred stock, depository shares, warrants, rights, stock purchase contracts, stock purchase units or units. In addition, certain of our subsidiaries may guarantee any debt securities we offer.

This prospectus describes some of the general terms that may apply to these securities. We will provide the specific terms of any securities to be offered in a supplement to this prospectus. Any prospectus supplement may also add, update or change information contained in this prospectus. You should read this prospectus and any supplement carefully before you invest.

Our common stock is listed on the New York Stock Exchange under the symbol "BZH."

We may offer and sell these securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis. The prospectus supplement for each offering of securities will describe in detail the plan of distribution.

This prospectus may not be used to sell securities unless accompanied by a prospectus supplement.

---

**These securities are speculative and involve a high degree of risk. You should carefully read the information under the heading "[Risk Factors](#)" on page 5 of this prospectus and the risk factors incorporated by reference in any applicable prospectus supplement before making a decision to purchase our securities.**

---

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

---

The date of this prospectus is \_\_\_\_\_, 2014.

TABLE OF CONTENTS

	<u>Page</u>
<a href="#">FORWARD-LOOKING STATEMENTS</a>	1
<a href="#">ABOUT THIS PROSPECTUS</a>	3
<a href="#">WHERE YOU CAN FIND MORE INFORMATION</a>	4
<a href="#">BEAZER HOMES USA, INC.</a>	5
<a href="#">RISK FACTORS</a>	5
<a href="#">USE OF PROCEEDS</a>	5
<a href="#">RATIO OF EARNINGS TO FIXED CHARGES</a>	6
<a href="#">DESCRIPTION OF DEBT SECURITIES AND GUARANTEES</a>	7
<a href="#">DESCRIPTION OF CAPITAL STOCK</a>	22
<a href="#">DESCRIPTION OF DEPOSITARY SHARES</a>	26
<a href="#">DESCRIPTION OF WARRANTS</a>	28
<a href="#">DESCRIPTION OF RIGHTS</a>	29
<a href="#">DESCRIPTION OF STOCK PURCHASE CONTRACTS AND STOCK PURCHASE UNITS</a>	30
<a href="#">DESCRIPTION OF UNITS</a>	30
<a href="#">PLAN OF DISTRIBUTION</a>	31
<a href="#">LEGAL MATTERS</a>	34
<a href="#">EXPERTS</a>	34

You should rely only on the information contained or incorporated by reference in this prospectus and any applicable prospectus supplement. We have not authorized anyone else to provide you with additional or different information. We may only use this prospectus to sell securities if it is accompanied by a prospectus supplement. We are only offering these securities in states where the offer is permitted. You should not assume that the information in this prospectus or the applicable prospectus supplement is accurate as of any date other than the dates on the front of these documents.

## FORWARD-LOOKING STATEMENTS

This prospectus (including the documents incorporated by reference herein) contains forward-looking statements. These forward-looking statements represent our expectations or beliefs concerning future events, and it is possible that the results described in this prospectus (including the documents incorporated by reference herein) will not be achieved. These forward-looking statements can generally be identified by the use of statements that include words such as “estimate,” “project,” “believe,” “expect,” “anticipate,” “intend,” “plan,” “foresee,” “likely,” “will,” “goal,” “target” or other similar words or phrases. All forward-looking statements are based upon information available to us on the date of this prospectus.

These forward-looking statements are subject to risks, uncertainties and other factors, many of which are outside of our control, that could cause actual results to differ materially from the results discussed in the forward-looking statements, including, among other things, the risks discussed in the section captioned “Risk Factors” above and in the information included in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 in the section captioned “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Additional information about factors that could lead to material changes in performance is contained in Part I, Item 1A — Risk Factors of our Annual Report on Form 10-K for the fiscal year ended September 30, 2013. These factors are not intended to be an all-encompassing list of risks and uncertainties that may affect the operations, performance, development and results of our business, but instead are the risks that we currently perceive as potentially being material. Such factors may include:

- the availability and cost of land and the risks associated with the future value of our inventory such as additional asset impairment charges or writedowns;
- economic changes nationally or in local markets, including changes in consumer confidence, declines in employment levels, inflation and increases in the quantity and decreases in the price of new homes and resale homes in the market;
- the cyclical nature of the homebuilding industry and a potential deterioration in homebuilding industry conditions;
- estimates related to homes to be delivered in the future (backlog) are imprecise as they are subject to various cancellation risks which cannot be fully controlled;
- shortages of or increased prices for labor, land or raw materials used in housing production;
- our cost of and ability to access capital and otherwise meet our ongoing liquidity needs including the impact of any downgrades of our credit ratings or reductions in our tangible net worth or liquidity levels;
- our ability to comply with covenants in our debt agreements or satisfy such obligations through repayment or refinancing;
- a substantial increase in mortgage interest rates, increased disruption in the availability of mortgage financing, a change in tax laws regarding the deductibility of mortgage interest, or an increased number of foreclosures;
- increased competition or delays in reacting to changing consumer preference in home design;
- factors affecting margins such as decreased land values underlying land option agreements, increased land development costs on communities under development or delays or difficulties in implementing initiatives to reduce production and overhead cost structure;
- estimates related to the potential recoverability of our deferred tax assets;
- potential delays or increased costs in obtaining necessary permits as a result of changes to, or complying with, laws, regulations, or governmental policies and possible penalties for failure to comply with such laws, regulations and governmental policies;

## Table of Contents

- the results of litigation or government proceedings and fulfillment of the obligations in the Deferred Prosecution Agreement (as described in our Annual Report on Form 10-K for the fiscal year ended September 30, 2013) and consent orders with governmental authorities and other settlement agreements;
- the impact of construction defect and home warranty claims;
- the cost and availability of insurance and surety bonds;
- the performance of our unconsolidated entities and our unconsolidated entity partners;
- delays in land development or home construction resulting from adverse weather conditions;
- the impact of information technology failures or data security breaches;
- effects of changes in accounting policies, standards, guidelines or principles; or
- terrorist acts, acts of war and other factors over which the Company has little or no control.

Any forward-looking statement speaks only as of the date on which such statement is made, and, except as required by law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time and it is not possible for management to predict all such factors.

## ABOUT THIS PROSPECTUS

In this prospectus, “we,” “us,” “our” or the “Company” refer to Beazer Homes USA, Inc. and its subsidiaries, unless we state otherwise or the context indicates otherwise.

This prospectus is part of a registration statement on Form S-3 that we filed with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”) utilizing a “shelf” registration process. Under this shelf process, we may, from time to time, sell the securities or combinations of the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities that we may offer. Each time we offer securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement also may add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under the heading “Where You Can Find More Information.”

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making offers to sell or solicitations to buy the securities in any jurisdiction in which an offer or solicitation is not authorized or in which the person making that offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer or solicitation. You should not assume that the information in this prospectus or any prospectus supplement, as well as the information we previously filed with the SEC that we incorporate by reference in this prospectus or any prospectus supplement, is accurate as of any date other than its respective date. Our business, financial condition, results of operations and prospects may have changed since those dates.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. We also filed a registration statement on Form S-3, including exhibits, under the Securities Act with respect to the securities offered by this prospectus. This prospectus is a part of the registration statement, but does not contain all of the information included in the registration statement or the exhibits. The SEC maintains a website that contains reports and other information regarding registrants that file electronically with the SEC. The address of that site is <http://www.sec.gov>. To receive copies of public records not posted to the SEC's website at prescribed rates, you may complete an online form at <http://www.sec.gov>, send a fax to (202) 772-9337 or submit a written request to the SEC, Office of FOIA/PA Operations, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information. We also make available on our Internet website our annual, quarterly and current reports and amendments as soon as reasonably practicable after such documents are electronically filed with, or furnished to, the SEC. Our Internet address is <http://www.beazer.com>. The information on our website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus.

We are "incorporating by reference" specified documents that we file with the SEC, which means:

- incorporated documents are considered part of this prospectus;
- we are disclosing important information to you by referring you to those documents; and
- information we file later with the SEC will automatically update and supersede information contained in this prospectus.

We incorporate by reference the documents listed below, which we filed with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

- our Annual Report on Form 10-K for the year ended September 30, 2013, filed on November 8, 2013;
- our Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2013, filed on January 31, 2014;
- our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2014, filed on May 1, 2014;
- our Current Reports on Form 8-K filed on February 10, 2014, March 12, 2014, April 3, 2014 (Item 8.01 only) and April 9, 2014;
- the description of our capital stock contained in our Registration Statement on Form 8-A, filed on January 28, 1994, including any amendment or report filed for the purpose of updating that description;
- the description of the Series A Junior Participating Preferred Stock Purchase Rights contained in our Registration Statement on Form 8-A, filed on November 7, 2013, including any amendment or report filed for the purpose of updating the description; and
- all documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (i) after the date on which the registration statement that includes this prospectus was initially filed with the SEC and before the effectiveness of such registration statement and (ii) after the date of this prospectus and prior to the termination of this offering, unless otherwise stated therein, shall be deemed to be incorporated by reference in this prospectus and to be part hereof from the date of filing of such documents.

We will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus has been delivered, upon written or oral request, a copy of any or all of the documents referred to above that have been or may be incorporated in this prospectus by reference. Requests for copies should be directed to our Corporate Secretary, Beazer Homes USA, Inc., 1000 Abernathy Road, Suite 260, Atlanta, Georgia 30328, telephone (770) 829-3700.

## **BEAZER HOMES USA, INC.**

We are a geographically diversified homebuilder with active operations in 16 states within three geographic regions in the United States: West, East and Southeast. Our homes are designed to appeal to homeowners at various price points across various demographic segments and are generally offered for sale in advance of their construction. Our objective is to provide our customers with homes that incorporate exceptional value and quality while seeking to maximize our return on invested capital over the course of a housing cycle.

Our and our co-registrants' principal executive offices are located at 1000 Abernathy Road, Suite 260, Atlanta, Georgia 30328, telephone (770) 829-3700. We also provide information about our active communities through our Internet website located at <http://www.beazer.com>. Information on our website is not a part of and shall not be deemed incorporated by reference in this prospectus.

### **RISK FACTORS**

You should carefully consider the factors contained in our Annual Report on Form 10-K for the fiscal year ended September 30, 2013 under the headings "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors," before investing in our securities. You should also consider similar information contained in any Annual Report on Form 10-K, Form 10-Q or other document filed by us with the SEC after the date of this prospectus before deciding to invest in our securities. If applicable, we will include in any prospectus supplement a description of those significant factors that could make the offering described herein speculative or risky.

### **USE OF PROCEEDS**

Unless we otherwise specify in the applicable prospectus supplement, we expect to use the net proceeds from the sale of the securities for general corporate purposes, which may include the retirement or refinancing of indebtedness under our outstanding debt securities. Until we use the net proceeds from the sale of the securities for these purposes, we may place the net proceeds in temporary investments.

**RATIO OF EARNINGS TO FIXED CHARGES**

The following table presents our ratios of earnings to fixed charges for the periods presented.

The following table sets forth information regarding our ratio of earnings to fixed charges for each of the periods shown. For purposes of calculating this ratio, (i) earnings consist of income (loss) from continuing operations before provision (benefit) for income taxes and fixed charges and (ii) fixed charges consist of interest expense and imputed interest on our lease obligations.

	Fiscal Years ended September 30,					Six Months Ended March 31,	
	2009	2010	2011	2012	2013	2013	2014
<b>Ratio of Earnings to Fixed Charges(a)(b)</b>	—	—	—	—	0.6x	0.2x	0.5x

- (a) Earnings for the fiscal years ended September 30, 2009, 2010, 2011 and 2012 were insufficient to cover fixed charges by \$37 million, \$16 million, \$71 million and \$41 million, respectively.
- (b) The ratio of earnings to combined fixed charges and preferred dividends is the same as the ratio of earnings to fixed charges for the periods presented because no shares of preferred stock were outstanding during these periods.

## DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

### General

We may issue senior or subordinated debt securities, which may be secured or unsecured.

The senior debt securities will constitute part of our senior debt and will be issued under our senior debt indenture described below.

The subordinated debt securities will constitute part of our subordinated debt, will be issued under our subordinated debt indenture described below and will be subordinate in right of payment to all of our “senior debt,” as defined in the indenture. The prospectus supplement for any series of subordinated debt securities or the information incorporated in this prospectus by reference will indicate the approximate amount of senior debt outstanding as of the end of our most recent fiscal quarter.

When we refer to “debt securities” in this prospectus, we mean both the senior debt securities and the subordinated debt securities.

The debt securities may have the benefit of guarantees (each, a “guarantee”), by one or more of our subsidiaries (each, a “guarantor”). If a guarantor issues guarantees, the guarantees may be secured or unsecured and, if guaranteeing senior debt securities, unsubordinated or, if guaranteeing subordinated debt securities, subordinated obligations of the respective guarantors. Unless otherwise expressly stated or the context otherwise requires, as used in this section, the term “guaranteed debt securities” means debt securities that, as described in the prospectus supplement relating thereto, are guaranteed by one or more guarantors pursuant to the applicable indenture.

The debt indentures and their associated documents, including your debt security, contain the full legal text of the matters described in this section and your prospectus supplement. We have filed the senior debt indenture and subordinated debt indenture with the SEC as exhibits to our registration statement, of which this prospectus is a part. See “Where You Can Find More Information” above for information on how to obtain copies of them.

This section and your prospectus supplement summarize material terms of the indentures and your debt security. They do not, however, describe every aspect of the indentures and your debt security. For example, in this section and your prospectus supplement, we use terms that have been given special meaning in the indentures, but we describe the meaning for only the more important of those terms. Your prospectus supplement will have a more detailed description of the specific terms of your debt security and any applicable guarantees.

### Indentures

The senior and subordinated debt securities are governed by a document called an indenture. Each indenture is a contract between us and a trustee. The indenture relating to the senior debt securities and the indenture relating to the subordinated debt securities are substantially similar, except for certain provisions including those relating to subordination, which are included only in the indenture relating to subordinated debt securities.

The trustee under each indenture has two main roles:

- First, the trustee can enforce your rights against us if we default. There are some limitations on the extent to which the trustee acts on your behalf, which we describe later under “— Default, Remedies and Waiver of Default.”
- Second, the trustee performs certain administrative duties for us.

When we refer to the indenture or the trustee with respect to any debt securities, we mean the indenture under which those debt securities are issued and the trustee under that indenture.

## **Series of Debt Securities**

We may issue many distinct debt securities or series of debt securities under either indenture as we wish. This section summarizes terms of the securities that apply generally to all debt securities and series of debt securities. The provisions of each indenture allow us not only to issue debt securities with terms different from those of debt securities previously issued under that indenture, but also to “reopen” a previously issued series of debt securities and issue additional debt securities of that series. We will describe most of the specific terms of your series, whether it be a series of the senior debt securities or subordinated debt securities, in the prospectus supplement for that series. Those terms may vary from the terms described here.

As you read this section, please remember that the specific terms of your debt security as described in your prospectus supplement will supplement and, if applicable, may modify or replace the general terms described in this section. If there are any differences between your prospectus supplement and this prospectus, your prospectus supplement will control. Thus, the statements we make in this section may not apply to your debt security.

When we refer to “debt securities” or a “series of debt securities,” we mean, respectively, debt securities or a series of debt securities issued under the applicable indenture. When we refer to your prospectus supplement, we mean the prospectus supplement describing the specific terms of the debt security you purchase. The terms used in your prospectus supplement will have the meanings described in this prospectus, unless otherwise specified.

## **Amounts of Issuances**

Neither indenture limits the aggregate amount of debt securities that we may issue or the number of series or the aggregate amount of any particular series. We may issue debt securities and other securities at any time without your consent and without notifying you.

## **Principal Amount, Stated Maturity and Maturity**

Unless otherwise stated, the principal amount of a debt security means the principal amount plus the premium, if any, payable at its stated maturity, unless that amount is not determinable, in which case the principal amount of a debt security is its face amount.

The term “stated maturity” with respect to any debt security means the day on which the principal amount of your debt security is scheduled to become due. The principal may become due sooner, by reason of redemption or acceleration after a default or otherwise in accordance with the terms of the debt security. The day on which the principal actually becomes due, whether at the stated maturity or earlier, is called the “maturity” of the principal.

We also use the terms “stated maturity” and “maturity” to refer to the days when other payments become due. For example, we may refer to a regular interest payment date when an installment of interest is scheduled to become due as the “stated maturity” of that installment. When we refer to the “stated maturity” or the “maturity” of a debt security without specifying a particular payment, we mean the stated maturity or maturity, as the case may be, of the principal.

## **Specific Terms of Debt Securities**

Your prospectus supplement will describe the specific terms of your debt security, which will include some or all of the following:

- the title of the series of your debt security and whether it is a senior debt security or a subordinated debt security;

## Table of Contents

- the aggregate principal amount (or any limit on the aggregate principal amount) of the debt securities of the same series and, if any debt securities of a series are to be issued at a discount from their face amount, the method of computing the accretion of such discount and whether the debt securities will be “original issue discount” securities for U.S. federal income tax purposes;
- the interest rate or method of calculation of the interest rate;
- the date from which interest will accrue;
- the record dates for interest payable on the debt securities of a series;
- the dates when, places where and manner in which principal and interest are payable;
- the registrar and paying agent;
- the terms of any mandatory (including any sinking fund requirements) or optional redemption by the Company;
- the terms of any redemption at the option of holders;
- whether the debt securities are convertible or exchangeable, the price or rate of conversion or exchange, and the applicable terms and conditions;
- the denominations in which the debt securities are issuable;
- whether the debt securities will be issued in registered or bearer form and the terms of any such forms of debt securities;
- whether any debt securities will be represented by a global security and the terms of any such global security;
- the currency or currencies (including any composite currency) in which principal or interest or both may be paid;
- if payments of principal or interest may be made in a currency other than that in which debt securities are denominated, the manner for determining such payments;
- provisions for electronic issuance of debt securities or issuance of debt securities in uncertificated form;
- any events of default, covenants and/or defined terms in addition to or in lieu of those set forth in this prospectus;
- whether and upon what terms debt securities may be defeased if different from the provisions set forth in this prospectus;
- the form of the debt securities if different from the form set forth in this prospectus;
- any terms that may be required by or advisable under applicable law;
- the percentage of the principal amount of the debt securities which is payable if the maturity of the debt securities is accelerated in the case of debt securities issued at a discount from their face amount;
- whether the debt security will be guaranteed by any guarantors and, if so, the identity of the guarantors and, to the extent the terms thereof differ from those described in this prospectus, a description of the terms of the guarantees;
- whether the debt security is secured or unsecured, and if secured, what the collateral will consist of; and
- any other terms in addition to or different from those contained in this prospectus.

## **Original Issue Discount Debt Securities**

We may issue original issue discount debt securities at an issue price (as specified in the applicable prospectus supplement) that is less than 100% of the principal amount of such debt securities (i.e., par). Original issue discount debt securities may not bear any interest currently or may bear interest at a rate that is below market rates at the time of issuance. The difference between the issue price of an original issue discount debt security and par is referred to herein as the “discount.” In the event of redemption, repayment or acceleration of maturity of an original issue discount debt security, the amount payable to the holder of an original issue discount debt security will be equal to the sum of (a) the issue price (increased by any accruals of discount) and, in the event of any redemption by us of such original issue discount debt security (if applicable), multiplied by the initial redemption percentage specified in the accompanying prospectus supplement (as adjusted by the initial redemption percentage reduction, if applicable) and (b) any unpaid interest on such original issue discount debt security accrued from the date of issue to the date of such redemption, repayment or acceleration of maturity.

Certain original issue discount debt securities may not be treated as having original issue discount for federal income tax purposes, and debt securities other than original issue discount debt securities may be treated as issued with original issue discount for federal income tax purposes.

## **Governing Law**

The indentures and the debt securities (and any guarantees thereof) will be governed by New York law.

## **Form of Debt Securities**

We may issue each debt security only in registered form, without coupons, unless we specify otherwise in the applicable prospectus supplement. In addition, we will issue each debt security in global — i.e., book-entry — form only, unless we specify otherwise in the applicable prospectus supplement. Debt securities in book-entry form will be represented by a global security registered in the name of a depository, which will be the holder of all the debt securities represented by the global security. Those who own beneficial interests in a global debt security will do so through participants in the depository’s securities clearance system, and the rights of these indirect owners will be governed solely by the applicable procedures of the depository and its participants. References to “holders” in this section mean those who own debt securities registered in their own names, on the books that we or the trustee maintain for this purpose, and not those who own beneficial interests in debt securities registered in street name or in debt securities issued in book-entry form through one or more depositories.

Unless otherwise indicated in the prospectus supplement, the following is a summary of the depository arrangements applicable to debt securities issued in global form and for which The Depository Trust Company, New York, New York (“DTC”), will act as depository.

Each global debt security will be deposited with, or on behalf of, DTC, as depository, or its nominee, and registered in the name of a nominee of DTC. Except under the limited circumstances described below, global debt securities are not exchangeable for definitive certificated debt securities.

Ownership of beneficial interests in a global debt security is limited to institutions that have accounts with DTC or its nominee, or persons that may hold interests through those participants. In addition, ownership of beneficial interests by participants in a global debt security will be evidenced only by, and the transfer of that ownership interest will be effected only through, records maintained by DTC or its nominee for a global debt security. Ownership of beneficial interests in a global debt security by persons that hold those interests through participants will be evidenced only by, and the transfer of that ownership interest within that participant will be effected only through, records maintained by that participant. DTC has no knowledge of the actual beneficial owners of the debt securities. Beneficial owners will not receive written confirmation from DTC of their purchase, but beneficial owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the participants through which the beneficial owners

## [Table of Contents](#)

entered the transaction. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of securities they purchase in definitive form. These laws may impair your ability to transfer beneficial interests in a global debt security.

We will make payment of principal of, and interest on, debt securities represented by a global debt security registered in the name of or held by DTC or its nominee to DTC or its nominee, as the case may be, as the registered owner and holder of the global debt security representing those debt securities. DTC has advised us that upon receipt of any payment of principal of, or interest on, a global debt security, DTC immediately will credit accounts of participants on its book-entry registration and transfer system with payments in amounts proportionate to their respective interests in the principal amount of that global debt security, as shown in the records of DTC. Payments by participants to owners of beneficial interests in a global debt security held through those participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the sole responsibility of those participants, subject to any statutory or regulatory requirements that may be in effect from time to time.

Neither we, any trustee nor any of our respective agents will be responsible for any aspect of the records of DTC, any nominee or any participant relating to, or payments made on account of, beneficial interests in a permanent global debt security or for maintaining, supervising or reviewing any of the records of DTC, any nominee or any participant relating to such beneficial interests.

A global debt security is exchangeable for definitive debt securities registered in the name of, and a transfer of a global debt security may be registered to, any person other than DTC or its nominee, only if:

- DTC notifies us that it is unwilling or unable to continue as depositary for that global security or has ceased to be a registered clearing agency and we are unable to locate a qualified successor depositary;
- an event of default occurs with respect to the applicable series of securities; or
- we notify the trustee that we wish to terminate that global security.

Any global debt security that is exchangeable pursuant to the preceding sentence will be exchangeable in whole for definitive debt securities in registered form, of like tenor and of an equal aggregate principal amount as the global debt security, in denominations specified in the applicable prospectus supplement, if other than \$1,000 and multiples of \$1,000. The definitive debt securities will be registered by the registrar in the name or names instructed by DTC. We expect that these instructions may be based upon directions received by DTC from its participants with respect to ownership of beneficial interests in the global debt security.

In the event definitive securities are issued:

- holders of definitive securities will be able to receive payments of principal and interest on their debt securities at the office of our paying agent maintained in the Borough of Manhattan or, at our option, by check mailed to the address of the person entitled to the payment at his or her address in the security register;
- holders of definitive securities will be able to transfer their debt securities, in whole or in part, by surrendering the debt securities for registration of transfer at the corporate trust officer of The Bank of New York Mellon. We will not charge any fee for the registration or transfer or exchange, except that we may require the payment of a sum sufficient to cover any applicable tax or other governmental charge payable in connection with the transfer; and
- any moneys we pay to our paying agents for the payment of principal and interest on the debt securities that remains unclaimed at the second anniversary of the date such payment was due will be returned to us, and thereafter holders of definitive securities may look only to us, as general unsecured creditors, for payment.

## Table of Contents

If an issue of debt securities is denominated in a currency other than the U.S. dollar, we will make payments of principal and any interest in the foreign currency in which the debt securities are denominated or in U.S. dollars. DTC has elected to have all payments of principal and interest paid in U.S. dollars unless notified by any of its participants through which an interest in the debt securities is held that it elects, in accordance with, and to the extent permitted by, the accompanying prospectus supplement and the relevant debt security, to receive payment of principal or interest in the foreign currency. On or prior to the third business day after the record date for payment of interest and 12 days prior to the date for payment of principal, a participant will be required to notify DTC of (a) its election to receive all, or the specified portion, of payment in the foreign currency and (b) its instructions for wire transfer of payment to a foreign currency account.

DTC has advised us that it is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities deposited with it by its participants, and it facilitates the settlement among direct participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between direct participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to DTC’s system is also available to others such as both U.S. and non-U.S. securities brokers and dealers (including agents), banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The DTC rules applicable to its participants are on file with the SEC.

The information in this section concerning DTC and its book-entry system has been obtained from sources that we believe to be accurate, but we assume no responsibility for the accuracy thereof.

Clearstream Banking (“Clearstream”) and Euroclear System (“Euroclear”) will hold interests on behalf of their participants through customers’ securities accounts in Clearstream’s and Euroclear’s names on the books of their respective depositories, which in turn will hold interests in customers’ securities accounts in the depositories’ names on the books of DTC. At the present time, Citibank, N.A. acts as U.S. depository for Clearstream and JPMorgan Chase Bank, N.A. acts as U.S. depository for Euroclear (the “U.S. Depositories”).

Clearstream holds securities for its participating organizations (“Clearstream Participants”) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries.

Clearstream is registered as a bank in Luxembourg, and as such is subject to regulation by the Commission de Surveillance du Secteur Financier and the Banque Centrale du Luxembourg, which supervise and oversee the activities of Luxembourg banks. Clearstream Participants are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations, and may include the underwriters or their affiliates. Indirect access to Clearstream is available to other institutions that clear through or maintain a custodial relationship with a Clearstream Participant. Clearstream has established an electronic bridge with Euroclear as the operator of the Euroclear System (the “Euroclear Operator”) in Brussels to facilitate settlement of trades between Clearstream and the Euroclear Operator.

Euroclear holds securities and book-entry interests in securities for participating organizations (“Euroclear Participants”) and facilitates the clearance and settlement of securities transactions between Euroclear

## [Table of Contents](#)

Participants, and between Euroclear Participants and participants of certain other securities intermediaries through electronic book-entry changes in accounts of such participants or other securities intermediaries. Euroclear provides Euroclear Participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear Participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations, and may include the underwriters or their affiliates. Non-participants in Euroclear may hold and transfer beneficial interests in a global security through accounts with a Euroclear Participant or any other securities intermediary that holds a book-entry interest in a global security through one or more securities intermediaries standing between such other securities intermediary and Euroclear.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the “Terms and Conditions”). The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

We have provided the descriptions herein of the operations and procedures of Euroclear and Clearstream, Luxembourg solely as a matter of convenience. These operations and procedures are solely within the control of Euroclear and Clearstream, Luxembourg and are subject to change by them from time to time. Neither we, any underwriters nor the trustee takes any responsibility for these operations or procedures, and you are urged to contact Euroclear or Clearstream or their respective participants directly to discuss these matters.

Secondary market trading between Euroclear participants and Clearstream, Luxembourg participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream, Luxembourg participants, on the other, will be effected within DTC in accordance with DTC’s rules on behalf of the relevant European international clearing system by its U.S. depository; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depository to take action to effect final settlement on its behalf by delivering or receiving debt securities in DTC, and making or receiving payment in accordance with normal procedures. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to their respective U.S. depositories.

Because of time-zone differences, credits of securities received in Euroclear or Clearstream, Luxembourg as a result of a transaction with a DTC participant will be made during subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits, or any transactions in the securities settled during such processing, will be reported to the relevant Euroclear participants or Clearstream, Luxembourg participants on that business day. Cash received in Euroclear or Clearstream, Luxembourg as a result of sales of securities by or through a Euroclear participant or a Clearstream, Luxembourg participant to a DTC participant will be received with value on the business day of settlement in DTC but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day following settlement in DTC.

## [Table of Contents](#)

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the foregoing procedures in order to facilitate transfers of debt securities among participants of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures and they may discontinue the procedures at any time.

### **Redemption or Repayment**

If there are any provisions regarding redemption or repayment applicable to your debt security, we will describe them in your prospectus supplement.

We or our affiliates may purchase debt securities from investors who are willing to sell from time to time, either in the open market at prevailing prices or in private transactions at negotiated prices. Debt securities that we or they purchase may, at our discretion, be held, resold or canceled.

### **Mergers and Similar Transactions**

We are generally permitted under the indenture for the relevant series to merge or consolidate with another corporation or other entity. We are also permitted under the indenture for the relevant series to sell all or substantially all of our assets to another corporation or other entity. With regard to any series of debt securities, however, we may not take any of these actions unless all the following conditions, among other things, are met:

- If the successor entity in the transaction is not the Company, the successor entity must be organized as a corporation, partnership or trust and must expressly assume our obligations under the debt securities of that series and the indenture with respect to that series. The successor entity may be organized under the laws of the United States, any state thereof or the District of Columbia; and
- Immediately after the transaction, no default under the debt securities of that series has occurred and is continuing.

### **Subordination Provisions**

Holders of subordinated debt securities should recognize that contractual provisions in the subordinated debt indenture may prohibit us from making payments on those securities. Subordinated debt securities are subordinate and junior in right of payment, to the extent and in the manner stated in the subordinated debt indenture, to all of our senior debt, as defined in the subordinated debt indenture.

We may modify the subordination provisions with respect to one or more series of subordinated debt securities. Such modifications will be set forth in the applicable prospectus supplement.

The subordinated debt indenture provides that, unless all principal of and any premium or interest on the senior debt has been paid in full, no payment or other distribution may be made in respect of any subordinated debt securities in the following circumstances:

- in the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization, assignment for creditors or other similar proceedings or events involving us or our assets;
- (a) in the event and during the continuation of any default in the payment of principal, premium or interest on any senior debt beyond any applicable grace period or (b) in the event that any event of default with respect to any senior debt has occurred and is continuing, permitting the holders of that senior debt (or a trustee) to accelerate the maturity of that senior debt, whether or not the maturity is in fact accelerated (unless, in the case of (a) or (b), the payment default or event of default has been cured or waived or ceased to exist and any related acceleration has been rescinded) or (c) in the event that any judicial proceeding is pending with respect to a payment default or event of default described in (a) or (b);  
or

## Table of Contents

- in the event that any subordinated debt securities have been declared due and payable before their stated maturity.

If the trustee under the subordinated debt indenture or any holders of the subordinated debt securities receive any payment or distribution that is prohibited under the subordination provisions, then the trustee or the holders will have to repay that money to the company which shall remit payment to the holders of the senior debt.

Even if the subordination provisions prevent us from making any payment when due on the subordinated debt securities of any series, we will be in default on our obligations under that series if we do not make the payment when due. This means that the trustee under the subordinated debt indenture and the holders of that series can take action against us, but they will not receive any money until the claims of the holders of senior debt have been fully satisfied.

### **Defeasance, Covenant Defeasance and Satisfaction and Discharge**

When we use the term defeasance, we mean discharge from some or all of our obligations under the indenture. If we deposit with the trustee funds or government securities, or if so provided in your prospectus supplement, obligations other than government securities, sufficient to make payments on any series of debt securities on the dates those payments are due and payable and other specified conditions are satisfied, then, at our option, either of the following will occur:

- we will be discharged from our obligations with respect to the debt securities of such series and all obligations of any guarantors of such debt securities will also be discharged with respect to the guarantees of such debt securities (“legal defeasance”); or
- we will be discharged from any covenants we make in the applicable indenture for the benefit of such series and the related events of default will no longer apply to us (“covenant defeasance”).

If we defease any series of debt securities, the holders of such securities will not be entitled to the benefits of the indenture, except for our obligations to register the transfer or exchange of such securities, replace stolen, lost or mutilated securities or maintain paying agencies and hold moneys for payment in trust. In case of covenant defeasance, our obligation to pay principal, premium and interest on the applicable series of debt securities will also survive.

Upon the effectiveness of defeasance with respect to any series of guaranteed debt securities, each guarantor of the debt securities of such series shall be automatically and unconditionally released and discharged from all of its obligations under its guarantee of the debt securities of such series and all of its other obligations under the applicable indenture in respect of the debt securities of that series, without any action by the Company, any guarantor or the trustee and without the consent of the holders of any debt securities.

We will be required to deliver to the trustee an opinion of counsel that the deposit and related defeasance would not cause the holders of the applicable series of debt securities to recognize gain or loss for federal income tax purposes. If we elect legal defeasance, that opinion of counsel must be based upon a ruling from the United States Internal Revenue Service or a change in law to that effect.

In addition, we may satisfy and discharge all our obligations under the indenture with respect to debt securities of any series, other than our obligation to register the transfer of and exchange debt securities of that series, provided that we either:

- deliver all outstanding debt securities of that series to the trustee for cancellation; or
- all such debt securities not so delivered for cancellation have either become due and payable and, in the case of this bullet point, we have deposited with the trustee in trust an amount of cash sufficient to pay the entire indebtedness of such debt securities, including interest to the stated maturity.

## **Default, Remedies and Waiver of Default**

You will have special rights if an event of default with respect to your series of debt securities occurs and is continuing, as described in this subsection.

### *Events of Default*

Unless your prospectus supplement says otherwise, when we refer to an event of default with respect to any series of debt securities, we mean any of the following:

- we do not pay the principal or any premium on any debt security of that series on the due date;
- we do not pay interest on any debt security of that series within 30 days after the due date;
- we do not deposit a sinking fund payment with regard to any debt security of that series when due, but only if the payment is required under provisions described in the applicable prospectus supplement;
- we remain in breach of our covenants we make in the indenture for the benefit of the relevant series, for 60 days after we receive a notice of default stating that we are in breach and requiring us to remedy the breach. The notice must be sent by the trustee or the holders of at least 25% in principal amount of the relevant series of debt securities;
- we file for bankruptcy or other events of bankruptcy, insolvency or reorganization relating to the Company occur;
- with respect to any series of debt securities that is guaranteed, such guarantee shall cease to be enforceable for any reason, except as contemplated or permitted in the indenture governing such debt security; or
- if the applicable prospectus supplement states that any additional event of default applies to the series, that event of default occurs.

We may change, eliminate, or add to the events of default with respect to any particular series or any particular debt security or debt securities within a series, as indicated in the applicable prospectus supplement.

### *Remedies if an Event of Default Occurs*

If you are the holder of a subordinated debt security, all the remedies available upon the occurrence of an event of default under the subordinated debt indenture will be subject to the restrictions on the subordinated debt securities described above under “— Subordination Provisions.”

Except as otherwise specified in the applicable prospectus supplement, if an event of default has occurred with respect to any series of debt securities and has not been cured or waived, the trustee or the holders of not less than 25% in principal amount of all debt securities of that series then outstanding may declare the entire principal amount of the debt securities of that series to be due immediately.

Each of the situations described above is called an acceleration of the stated maturity of the affected series of debt securities. Except as otherwise specified in the applicable prospectus supplement, if the stated maturity of any series is accelerated and a judgment for payment has not yet been obtained, the holders of a majority in principal amount of the debt securities of that series may, in certain circumstances, cancel the acceleration for the entire series.

If an event of default occurs, the trustee will have special duties. In that situation, the trustee will be obligated to use those of its rights and powers under the relevant indenture, and to use the same degree of care and skill in doing so, that a prudent person would use in that situation in conducting his or her own affairs.

## [Table of Contents](#)

Except as described in the prior paragraph, the trustee is not required to take any action under the relevant indenture at the request of any holders unless the holders offer the trustee reasonable protection from expenses and liability. This is called an indemnity. If the trustee is provided with indemnity reasonably satisfactory to it, the holders of a majority in principal amount of all debt securities of the relevant series may direct the time, method and place of conducting any lawsuit or other formal legal action seeking any remedy available to the trustee with respect to that series. These majority holders may also direct the trustee in performing any other action under the relevant indenture with respect to the debt securities of that series.

Before you bypass the trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests relating to any debt security, all of the following must occur:

- the holder of your debt security must give the trustee written notice that an event of default has occurred with respect to the debt securities of your series, and the event of default must not have been cured or waived;
- the holders of at least a majority in principal amount of all debt securities of your series must make a written request that the trustee take action because of the default, and they or other holders must offer to the trustee indemnity reasonably satisfactory to the trustee against the cost and other liabilities of taking that action;
- the trustee must not have taken action for 60 days after the above steps have been taken; and
- during those 60 days, the holders of a majority in principal amount of the debt securities of your series must not have given the trustee directions that are inconsistent with the written request of the holders of at least a majority in principal amount of the debt securities of your series.

You are entitled at any time, however, to bring a lawsuit for the payment of money due on your debt security on or after its stated maturity.

Book-entry and other indirect owners should consult their banks or brokers for information on how to give notice or direction to or make a request of the trustee and how to declare or cancel an acceleration of the maturity.

### *Waiver of Default*

The holders of not less than a majority in principal amount of the debt securities of any series may waive a default for all debt securities of that series. If this happens, the default will be treated as if it has not occurred. No one can waive a payment default on your debt security, however, without the approval of the particular holder of that debt security.

### **Modifications and Waivers**

Subject to certain exceptions, the indentures may be amended or supplemented with the consent (which may include consents obtained in connection with a tender offer or exchange offer for debt securities) of the holders of at least a majority in principal amount of the debt securities 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 debt securities) under, or compliance with any provision of, the indentures may be waived with the consent (which may include consents obtained in connection with a tender offer or exchange offer for debt securities) of the holders of a majority in principal amount of the debt securities then outstanding.

### *Changes Requiring Each Holder's Approval*

Without the consent of each holder affected, we may not

- reduce the amount of debt securities whose holders must consent to an amendment, supplement or waiver;

## Table of Contents

- reduce the rate of or change the time for payment of interest, including default interest, on any debt security;
- reduce the principal of or change the fixed maturity of any debt security or alter the provisions with respect to redemption or with respect to mandatory offers to repurchase debt securities;
- make any debt security payable in money other than that stated in the debt security;
- make any change in the waiver of past defaults or unconditional right of holders to receive principal, premium, if any, interest and additional amounts sections set forth in the indenture;
- modify the ranking or priority of the debt securities or any guarantee;
- release any guarantor from any of its obligations under its guarantee or the relevant indenture otherwise than in accordance with the terms of such indenture; or
- waive a continuing default or event of default in the payment of principal of or interest on the debt securities.

The right of any holder to participate in any consent required or sought pursuant to any provision of the indentures (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 any debt securities with respect to which such consent is required or sought as of a date identified by the trustee in a notice furnished to holders in accordance with the terms of the indenture.

### *Changes Not Requiring Approval*

We may amend the indentures without the approval of each of the holders affected in certain circumstances. These changes generally are limited to changes to cure any ambiguity, defect or inconsistency; to establish the terms of a new series of debt securities under the indentures; to provide for uncertificated debt securities in addition to certificated debt securities; to add additional covenants or events of default; to secure any debt securities; to evidence the successor of another corporation or entity to our obligations under the indentures; to make any change that does not adversely affect the legal rights under the indentures of any holder; to comply with or qualify the indentures under the Trust Indenture Act; or to reflect a guarantor ceasing to be liable on the guarantees because it is no longer a subsidiary of the Company.

### *Changes Requiring Majority Approval*

Any other change to a particular indenture and the debt securities issued under that indenture would require approval of the holders of a majority in principal amount of holders affected, except as may otherwise be provided pursuant to such indenture for all or any particular debt securities of any series. This means that modification of terms with respect to certain securities of a series could be effectuated without obtaining the consent of the holders of a majority in principal amount of other securities of such series that are not affected by such modification.

Book-entry and other indirect owners should consult their banks or brokers for information on how approval may be granted or denied if we seek to change an indenture or any debt securities.

### *Modification of Subordination Provisions*

We may not amend the indenture related to subordinated debt securities to alter the subordination of any outstanding subordinated debt securities without the written consent of each holder of senior debt then outstanding who would be adversely affected (or the group or representative thereof authorized or required to consent thereto pursuant to the instrument creating or evidencing, or pursuant to which there is outstanding, such senior debt).

## **Form, Exchange and Transfer**

If any debt securities cease to be issued in registered global form, they will be issued:

- only in fully registered form;
- without interest coupons; and
- unless we indicate otherwise in your prospectus supplement, in denominations of \$1,000 and integral multiples of \$1,000.

Holders may exchange their debt securities for debt securities of smaller denominations or combined into fewer debt securities of larger denominations, as long as the total principal amount is not changed. You may not exchange your debt securities for securities of a different series or having different terms, unless your prospectus supplement says you may.

Holders may exchange or transfer their debt securities at the office of the trustee. They may also replace lost, stolen, destroyed or mutilated debt securities at that office. We have appointed the trustee to act as our agent for registering debt securities in the names of holders and transferring and replacing debt securities. We may appoint another entity to perform these functions or perform them ourselves.

Holders will not be required to pay a service charge to transfer or exchange their debt securities, but they may be required to pay for any tax or other governmental charge associated with the exchange or transfer. The transfer or exchange, and any replacement, will be made only if our transfer agent is satisfied with the holder's proof of legal ownership. The transfer agent may require an indemnity before replacing any debt securities.

If we have designated additional transfer agents for your debt security, they will be named in your prospectus supplement. We may appoint additional transfer agents or cancel the appointment of any particular transfer agent. We may also approve a change in the office through which any transfer agent acts.

If the debt securities of any series are redeemable and we redeem less than all those debt securities, we may block the transfer or exchange of those debt securities during the period beginning 15 days before the day we mail the notice of redemption and ending on the day of that mailing, in order to freeze the list of holders to prepare the mailing. We may also refuse to register transfers of or exchange any debt security selected for redemption, except that we will continue to permit transfers and exchanges of the unredeemed portion of any debt security being partially redeemed.

If a debt security is issued as a global debt security, only DTC or other depository will be entitled to transfer and exchange the debt security as described in this subsection, since the depository will be the sole holder of the debt security.

The rules for exchange described above apply to exchange of debt securities for other debt securities of the same series and kind. If a debt security is convertible, exercisable or exchangeable into or for a different kind of security, such as one that we have not issued, or for other property, the rules governing that type of conversion, exercise or exchange will be described in the applicable prospectus supplement.

## **Payments**

We will pay interest, principal and other amounts payable with respect to the debt securities of any series to the holders of record of those debt securities as of the record dates and otherwise in the manner specified below or in the prospectus supplement for that series.

We will make payments on a global debt security in accordance with the applicable policies of the depository as in effect from time to time. Under those policies, we will pay directly to the depository, or its nominee, and not to any indirect owners who own beneficial interests in the global debt security. An indirect owner's right to receive those payments will be governed by the rules and practices of the depository and its participants.

## [Table of Contents](#)

We will make payments on a debt security in non-global, registered form as follows. We will pay interest that is due on an interest payment date by check mailed on the interest payment date to the holder at his or her address shown on the trustee's records as of the close of business on the regular record date. We will make all other payments by check at the paying agent described below, against surrender of the debt security. All payments by check will be made in next-day funds — i.e., funds that become available on the day after the check is cashed.

Book-entry and other indirect owners should consult their banks or brokers for information on how they will receive payments on their debt securities.

Regardless of who acts as paying agent, all money paid by us to a paying agent that remains unclaimed at the end of two years after the amount is due to a holder will be repaid to us. After that two-year period, the holder may look only to us for payment and not to the trustee, any other paying agent or anyone else.

### **Guarantees**

The debt securities of any series may be guaranteed by one or more of our subsidiaries. However, the applicable indenture governing the debt securities will not require that any of our subsidiaries be a guarantor of any series of debt securities and, if guaranteed, it may not necessarily be guaranteed by all of our subsidiaries. As a result, a series of debt securities may not have any guarantors and the guarantors of any series of guaranteed debt securities may differ from the guarantors of any other series of guaranteed debt securities. If we issue a series of guaranteed debt securities, the identity of the specific guarantors of the debt securities of that series will be identified in the applicable prospectus supplement.

If we issue a series of guaranteed debt securities, a description of some of the terms of guarantees of those debt securities will be set forth in the applicable prospectus supplement. Unless otherwise provided in the prospectus supplement relating to a series of guaranteed debt securities, each guarantor of the debt securities of such series will unconditionally guarantee the due and punctual payment of the principal of, and premium, if any, and interest, if any, on each debt security of such series, all in accordance with the terms of such debt securities and the applicable indenture.

Notwithstanding the foregoing, unless otherwise provided in the prospectus supplement relating to a series of guaranteed debt securities, the applicable indenture will contain provisions to the effect that the obligations of each guarantor under its guarantees and such indenture shall be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such guarantor, result in the obligations of such guarantor under such guarantees and such indenture not constituting a fraudulent conveyance or fraudulent transfer under applicable law. However, there can be no assurance that, notwithstanding such limitation, a court would not determine that a guarantee constituted a fraudulent conveyance or fraudulent transfer under applicable law. If that were to occur, the court could void the applicable guarantor's obligations under that guarantee, subordinate that guarantee to other debt and other liabilities of that guarantor or take other action detrimental to holders of the debt securities of the applicable series, including directing the holders to return any payments received from the applicable guarantor.

The applicable prospectus supplement relating to any series of guaranteed debt securities will specify other terms of the applicable guarantees.

If the applicable prospectus supplement relating to a series of our senior debt securities provides that those senior debt securities will have the benefit of a guarantee by any or all of our subsidiaries, unless otherwise provided in the applicable prospectus supplement, each such guarantee will be the unsubordinated obligation of the applicable guarantor.

If the applicable prospectus supplement relating to a series of our subordinated debt securities provides that those subordinated debt securities will have the benefit of a guarantee by any or all of our subsidiaries, unless

## [Table of Contents](#)

otherwise provided in the applicable prospectus supplement, each such guarantee will be the subordinated obligation of the applicable guarantor. See “— Subordination Provisions” above.

### **Paying Agents**

We may appoint one or more financial institutions to act as our paying agents, at whose designated offices debt securities in non-global entry form may be surrendered for payment at their maturity. We call each of those offices a paying agent. We may add, replace or terminate paying agents from time to time. We may also choose to act as our own paying agent. We will specify in the prospectus supplement for your debt security the initial location of each paying agent for that debt security. We must notify the trustee of changes in the paying agents.

### **Notices**

Notices to be given to holders of a global debt security will be given only to the depositary, in accordance with its applicable policies as in effect from time to time. Notices to be given to holders of debt securities not in global form will be sent by mail to the respective addresses of the holders as they appear in the trustee’s records, and will be deemed given when mailed. Neither the failure to give any notice to a particular holder, nor any defect in a notice given to a particular holder, will affect the sufficiency of any notice given to another holder.

Book-entry and other indirect owners should consult their banks or brokers for information on how they will receive notices.

### **Our Relationship With the Trustee**

The prospectus supplement for your debt security will describe any material relationships we may have with the trustee with respect to that debt security.

The same financial institution may initially serve as the trustee for our senior debt securities and subordinated debt securities. Consequently, if an actual or potential event of default occurs with respect to any of these securities, the trustee may be considered to have a conflicting interest for purposes of the Trust Indenture Act of 1939. In that case, the trustee may be required to resign under one or more of the indentures, and we would be required to appoint a successor trustee. For this purpose, a “potential” event of default means an event that would be an event of default if the requirements for giving us default notice or for the default having to exist for a specific period of time were disregarded.

## DESCRIPTION OF CAPITAL STOCK

### General

The authorized capital stock of Beazer Homes USA, Inc. consists of 63,000,000 shares of common stock, \$0.001 par value per share, and 5,000,000 shares of preferred stock, \$0.01 par value per share.

The following description of our capital stock summarizes general terms and provisions that apply to our capital stock. Since this is only a summary, it does not contain all of the information that may be important to you. The summary is subject to and qualified in its entirety by reference to our certificate of incorporation and our bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part and incorporated by reference into this prospectus. See “Where You Can Find More Information.”

### Common Stock

Holders of our common stock are entitled to one vote per share with respect to each matter submitted to a vote of our stockholders, subject to voting rights that may be established for shares of our preferred stock, if any. Except as may be provided in connection with our preferred stock or as otherwise may be required by law or our restated certificate of incorporation, our common stock is the only capital stock entitled to vote in the election of directors. Our common stock does not have cumulative voting rights.

Subject to the rights of holders of our preferred stock, if any, holders of our common stock are entitled to receive dividends and distributions lawfully declared by our board of directors. If we liquidate, dissolve, or wind up our business, whether voluntarily or involuntarily, holders of our common stock will be entitled to receive any assets available for distribution to our stockholders after we have paid or set apart for payment the amounts necessary to satisfy any preferential or participating rights to which the holders of each outstanding series of preferred stock are entitled by the express terms of such series of preferred stock.

The shares of our common stock issued through this prospectus will be fully paid and nonassessable. Our common stock does not have any preemptive, subscription or conversion rights. We may issue additional shares of our authorized but unissued common stock as approved by our board of directors from time to time, without stockholder approval, except as may be required by law or applicable stock exchange requirements.

### Preferred Stock

If we offer preferred stock, we will file the terms of the preferred stock with the SEC, and the prospectus supplement relating to that offering will include a description of the specific terms of the offerings. Our board of directors has been authorized to provide for the issuance of shares of our preferred stock in multiple series without the approval of stockholders. With respect to each series of our preferred stock, our board of directors has the authority to fix the following terms:

- the designation of the series;
- the number of shares within the series;
- whether dividends are cumulative;
- the rate of any dividends, any conditions upon which dividends are payable, and the dates of payment of dividends;
- whether there are any limitations on the declaration or payment of dividends on common stock while any series of preferred stock is outstanding;
- whether the shares are redeemable, the redemption price and the terms of redemption;
- the amount payable to you for each share you own if we dissolve or liquidate;

## Table of Contents

- whether the shares are convertible or exchangeable, the price or rate of conversion or exchange, and the applicable terms and conditions;
- whether the shares will be subject to a purchase, retirement or sinking fund and the manner in which such fund shall be applied to the redemption of the shares;
- voting rights applicable to the series of preferred stock; and
- any other rights, preferences or limitations of such series.

Our ability to issue preferred stock, or rights to purchase such shares, could discourage an unsolicited acquisition proposal. For example, we could impede a business combination by issuing a series of preferred stock containing class voting rights that would enable the holders of such preferred stock to block a business combination transaction. Alternatively, we could facilitate a business combination transaction by issuing a series of preferred stock having sufficient voting rights to provide a required percentage vote of the stockholders. Additionally, under certain circumstances, our issuance of preferred stock could adversely affect the voting power of the holders of our common stock. Although our board of directors is required to make any determination to issue any preferred stock based on its judgment as to the best interests of our stockholders, our board of directors could act in a manner that would discourage an acquisition attempt or other transaction that some, or a majority, of our stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over prevailing market prices of such stock. Our board of directors does not at present intend to seek stockholder approval prior to any issuance of currently authorized stock, unless otherwise required by law or applicable stock exchange requirements.

### **Limitation on Directors' Liability**

Our amended and restated certificate of incorporation provides, as authorized by Section 102(b)(7) of the Delaware General Corporation Law, that our directors will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omission not in good faith or which involve intentional misconduct or a knowing violation of law;
- for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- for any transaction from which the director derived an improper personal benefit.

The inclusion of this provision in our amended and restated certificate of incorporation may have the effect of reducing the likelihood of derivative litigation against directors, and may discourage or deter stockholders or management from bringing a lawsuit against directors for breach of their duty of care, even though such an action, if successful, might otherwise have benefited us and our stockholders.

Our bylaws provide that our directors and officers will be indemnified by us to the fullest extent authorized by Delaware law or by other applicable law. In addition, to the fullest extent authorized by Delaware law, we will advance funds to certain directors and officers sufficient for the payment of all expenses in connection with the investigation of, response to, defense (including any appeal) of or settlement of any proceeding. The indemnification and advancement of expenses provided in our bylaws shall be deemed independent of, and is deemed exclusive of or a limitation on, any other rights to which any person seeking indemnification or advancement of expenses may be entitled or acquired under any statute, provision of the certificate of incorporation, bylaw, agreement, vote of stockholders or of disinterested directors or otherwise, both as to such person's official capacity and as to action in another capacity while holding such office. In addition, our bylaws provide that the corporation may purchase and maintain liability insurance for directors and officers for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the corporation.

## [Table of Contents](#)

In addition, we have entered into indemnification agreements with each of our executive officers and directors providing such officers and directors indemnification and expense advancement and for the continued coverage of such person under our directors' and officers' insurance programs.

### **Section 203 of the Delaware General Corporation Law**

Section 203 of the Delaware General Corporation Law prohibits a defined set of transactions between a Delaware corporation, such as us, and an "interested stockholder." An interested stockholder is defined as a person who, together with any affiliates or associates of such person, beneficially owns, directly or indirectly, 15% or more of the outstanding voting shares of a Delaware corporation. This provision may prohibit business combinations between an interested stockholder and a corporation for a period of three years after the date the interested stockholder becomes an interested stockholder. The term "business combination" is broadly defined to include mergers, consolidations, sales or other dispositions of assets having a total value in excess of 10% of the consolidated assets of the corporation, and some other transactions that would increase the interested stockholder's proportionate share ownership in the corporation.

This prohibition is effective unless:

- the business combination is approved by the corporation's board of directors prior to the time the interested stockholder becomes an interested stockholder;
- the interested stockholder acquired at least 85% of the voting stock of the corporation, other than stock held by directors who are also officers or by qualified employee stock plans, in the transaction in which it becomes an interested stockholder; or
- the business combination is approved by a majority of the board of directors and by the affirmative vote of 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

### **Protective Amendment and Section 382 Rights Agreement**

In February 2011, our stockholders approved an amendment to our amended and restated certificate of incorporation creating a protective amendment (the "Protective Amendment") designed to preserve the value of certain tax assets associated with net operating loss carryforwards under Section 382 of the Internal Revenue Code of 1986 and approved a Section 382 Rights Agreement adopted by our Board of Directors. These instruments were intended to act as deterrents to any person or group, together with its affiliates and associates, being or becoming the beneficial owner of 4.95% or more of our common stock and were scheduled to expire on November 12, 2013. In February 2013, our stockholders approved an extension of the Protective Amendment through November 12, 2016.

Our Board of Directors has adopted a Rights Agreement pursuant to which holders of our common stock will be entitled to purchase from us one one-thousandth of a share of our Series A Junior Participating Preferred Stock if any Acquiring Person (as defined in the Rights Agreement) acquires beneficial ownership of 4.95% or more of our common stock or if a tender offer or exchange offer is commenced that would result in a person or group acquiring beneficial ownership of 4.95% or more of our common stock. The exercise price per right is \$50, subject to adjustment. These provisions of the Rights Agreement could have certain anti-takeover effects because the rights provided to holders of our common stock under the Rights Agreement will cause substantial dilution to a person or group that acquires our common stock or engages in other specified events without the rights under the agreement having been redeemed or in the event of an exchange of the rights for common stock as permitted under the agreement.

### **Special Bylaw Provisions**

Our amended and restated bylaws contain provisions requiring that advance notice be delivered to us of any business to be brought by a stockholder before an annual meeting of stockholders and providing for certain procedures to be followed by stockholders in nominating persons for election to our board of directors.

---

## [Table of Contents](#)

Generally, such advance notice provisions provide that the stockholder must give written notice to our Secretary not less than 120 days nor more than 150 days prior to the first anniversary of the date of our notice of annual meeting for the preceding year's annual meeting; provided, however, that in the event that the date of the meeting is changed by more than 30 days from the anniversary date of the preceding year's annual meeting, notice by the stockholder to be timely must be received no later than the close of business on the 10th day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure was made. The notice must set forth specific information regarding such stockholder and such business or director nominee, as described in the bylaws. Such requirement is in addition to those set forth in the regulations adopted by the SEC under the Securities Exchange Act of 1934.

### **Transfer Agent and Registrar**

American Stock Transfer & Trust Company serves as the registrar and transfer agent for the common stock.

### **Stock Exchange Listing**

Our common stock is listed on the New York Stock Exchange. The trading symbol for our common stock is "BZH."

## DESCRIPTION OF DEPOSITARY SHARES

### General

We may offer fractional shares of preferred stock, rather than full shares of preferred stock. If we decide to offer fractional shares of preferred stock, we will issue receipts for depositary shares. Each depositary share will represent a fraction of a share of a particular series of preferred stock. An accompanying prospectus supplement will indicate that fraction. The shares of preferred stock represented by depositary shares will be deposited under a deposit agreement between us and a depositary that is a bank or trust company that meets certain requirements and is selected by us. Each owner of a depositary share will be entitled to all of the rights and preferences of the preferred stock represented by the depositary share. The depositary shares will be evidenced by depositary receipts issued pursuant to the deposit agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of preferred stock in accordance with the terms of the offering.

We have summarized selected provisions of the deposit agreement and the depositary receipts. The form of the depositary agreement and the depositary receipts relating to any particular issue of depositary shares will be filed with the SEC each time we issue depositary shares, and you should read those documents for provisions that may be important to you.

### Dividends and Other Distributions

If we pay a cash distribution or dividend on a series of preferred stock represented by depositary shares, the depositary will distribute such dividends to the record holders of such depositary shares. If the distributions are in property other than cash, the depositary will distribute the property to the record holders of the depositary shares. If, however, the depositary determines that it is not feasible to make the distribution of property, the depositary may, with our approval, sell such property and distribute the net proceeds from such sale to the holders of the preferred stock.

### Redemption of Depositary Shares

If we redeem a series of preferred stock represented by depositary shares, the depositary will redeem the depositary shares from the proceeds received by the depositary in connection with the redemption. The redemption price per depositary share will equal the applicable fraction of the redemption price per share of the preferred stock. If fewer than all the depositary shares are redeemed, the depositary shares to be redeemed will be selected by lot or pro rata as the depositary may determine.

### Voting the Preferred Stock

Upon receipt of notice of any meeting at which the holders of the preferred stock represented by depositary shares are entitled to vote, the depositary will mail the notice to the record holders of the depositary shares relating to such preferred stock. Each record holder of these depositary shares on the record date, which will be the same date as the record date for the preferred stock, may instruct the depositary as to how to vote the preferred stock represented by such holder's depositary shares. The depositary will endeavor, insofar as practicable, to vote the amount of the preferred stock represented by such depositary shares in accordance with such instructions, and we will take all action that the depositary deems necessary in order to enable the depositary to do so. The depositary will abstain from voting shares of the preferred stock to the extent it does not receive specific instructions from the holders of depositary shares representing such preferred stock.

### Amendment and Termination of the Depositary Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may be amended by agreement between the depositary and us. Any amendment that materially and adversely alters the rights of the holders of depositary shares will not, however, be effective unless such amendment has

## [Table of Contents](#)

been approved by the holders of at least a majority of the depositary shares then outstanding. The deposit agreement may be terminated by the depositary or us only if (a) all outstanding depositary shares have been redeemed or (b) there has been a final distribution in respect of the preferred stock in connection with any liquidation, dissolution or winding up of our company and such distribution has been distributed to the holders of depositary receipts.

### **Charges of Depositary**

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay charges of the depositary in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary receipts will pay other transfer and other taxes and governmental charges and any other charges, including a fee for the withdrawal of shares of preferred stock upon surrender of depositary receipts, as are expressly provided in the deposit agreement to be for their accounts.

### **Withdrawal of Preferred Stock**

Upon surrender of depositary receipts at the principal office of the depositary, subject to the terms of the deposit agreement, the owner of the depositary shares may demand delivery of the number of whole shares of preferred stock and all money and other property, if any, represented by those depositary shares. Partial shares of preferred stock will not be issued. If the depositary receipts delivered by the holder evidence a number of depositary shares in excess of the number of depositary shares representing the number of whole shares of preferred stock to be withdrawn, the depositary will deliver to such holder at the same time a new depositary receipt evidencing the excess number of depositary shares. Holders of preferred stock thus withdrawn may not thereafter deposit those shares under the deposit agreement or receive depositary receipts evidencing depositary shares therefor.

### **Miscellaneous**

The depositary will forward to holders of depositary receipts all reports and communications from us that are delivered to the depositary and that we are required to furnish to the holders of the preferred stock.

Neither we nor the depositary will be liable if we are prevented or delayed by law or any circumstance beyond our control in performing our obligations under the deposit agreement. The obligations of the depositary and us under the deposit agreement will be limited to performance in good faith of our duties thereunder, and we will not be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or preferred stock unless satisfactory indemnity is furnished. We may rely upon written advice of counsel or accountants, or upon information provided by persons presenting preferred stock for deposit, holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

### **Resignation and Removal of Depositary**

The depositary may resign at any time by delivering notice to us of its election to do so, and we may at any time remove the depositary. Any such resignation or removal will take effect upon the appointment of a successor depositary and its acceptance of such appointment. Such successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and meeting certain combined capital surplus requirements.

## DESCRIPTION OF WARRANTS

We may issue warrants that entitle the holder to purchase debt securities, preferred stock, common stock or other securities. Warrants may be issued independently or together with debt securities, preferred stock or common stock offered by any prospectus supplement and may be attached to or separate from any such offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a bank or trust company, as warrant agent, all as will be set forth in the prospectus supplement relating to the particular issue of warrants. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders of warrants or beneficial owners of warrants.

The following summary of certain provisions of the warrants does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all provisions of the warrant agreements.

Reference is made to the prospectus supplement relating to the particular issue of warrants offered pursuant to such prospectus supplement for the terms of and information relating to such warrants, including, where applicable:

- the designation, aggregate principal amount, currencies, denominations and terms of the series of debt securities purchasable upon exercise of warrants to purchase debt securities and the price at which such debt securities may be purchased upon such exercise;
- the number of shares of common stock purchasable upon the exercise of warrants to purchase common stock and the price at which such number of shares of common stock may be purchased upon such exercise;
- the number of shares and series of preferred stock purchasable upon the exercise of warrants to purchase preferred stock and the price at which such number of shares of such series of preferred stock may be purchased upon such exercise;
- the designation and number of units of other securities purchasable upon the exercise of warrants to purchase other securities and the price at which such number of units of such other securities may be purchased upon such exercise;
- the date on which the right to exercise such warrants shall commence and the date on which such right shall expire;
- United States federal income tax consequences applicable to such warrants;
- the amount of warrants outstanding as of the most recent practicable date; and
- any other terms of such warrants.

Warrants will be issued in registered form only. The exercise price for warrants will be subject to adjustment in accordance with the applicable prospectus supplement.

Each warrant will entitle the holder thereof to purchase such principal amount of debt securities or such number of shares of preferred stock, common stock or other securities at such exercise price as shall in each case be set forth in, or calculable from, the prospectus supplement relating to the warrants, which exercise price may be subject to adjustment upon the occurrence of certain events as set forth in such prospectus supplement. After the close of business on the expiration date, or such later date to which such expiration date may be extended by us, unexercised warrants will become void. The place or places where, and the manner in which, warrants may be exercised shall be specified in the prospectus supplement relating to such warrants.

Prior to the exercise of any warrants to purchase debt securities, preferred stock, common stock or other securities, holders of such warrants will not have any of the rights of holders of debt securities, preferred stock, common stock or other securities, as the case may be, purchasable upon such exercise, including the right to receive payments of principal of, premium, if any, or interest, if any, on the debt securities purchasable upon such exercise or to enforce covenants in the applicable Indenture, or to receive payments of dividends, if any, on the preferred stock, or common stock purchasable upon such exercise, or to exercise any applicable right to vote.

## DESCRIPTION OF RIGHTS

We may issue rights to purchase common stock, preferred stock, depositary shares or debt securities that we may offer to our securityholders. The rights may or may not be transferable by the persons purchasing or receiving the rights. In connection with any rights offering, we may enter into a standby underwriting or other arrangement with one or more underwriters or other persons pursuant to which such underwriters or other persons would purchase any offered securities remaining unsubscribed for after such rights offering. Each series of rights will be issued under a separate rights agent agreement to be entered into between us and a bank or trust company, as rights agent, that we will name in the applicable prospectus supplement. The rights agent will act solely as our agent in connection with the rights and will not assume any obligation or relationship of agency or trust for or with any holders of rights certificates or beneficial owners of rights.

The prospectus supplement relating to any rights that we offer will include specific terms relating to the offering, including, among other matters:

- the date of determining the security holders entitled to the rights distribution;
- the aggregate number of rights issued and the aggregate number of shares of common stock, preferred stock or depositary shares or aggregate principal amount of debt securities purchasable upon exercise of the rights;
- the exercise price;
- the conditions to completion of the rights offering;
- the date on which the right to exercise the rights will commence and the date on which the rights will expire; and
- any applicable federal income tax considerations.

Each right would entitle the holder of the rights to purchase for cash the principal amount of shares of common stock, preferred stock, depositary shares or debt securities at the exercise price set forth in the applicable prospectus supplement. Rights may be exercised at any time up to the close of business on the expiration date for the rights provided in the applicable prospectus supplement. After the close of business on the expiration date, all unexercised rights will become void.

If less than all of the rights issued in any rights offering are exercised, we may offer any unsubscribed securities directly to persons other than our security holders, to or through agents, underwriters or dealers or through a combination of such methods, including pursuant to standby arrangements, as described in the applicable prospectus supplement.

## DESCRIPTION OF STOCK PURCHASE CONTRACTS AND STOCK PURCHASE UNITS

We may issue stock purchase contracts, including contracts obligating holders to purchase from us, and obligating us to sell to the holders, a specified number of shares of common stock or other securities at a future date or dates, which we refer to in this prospectus as “stock purchase contracts.” The price per share of the securities and the number of shares of the securities may be fixed at the time the stock purchase contracts are issued or may be determined by reference to a specific formula set forth in the stock purchase contracts. The stock purchase contracts may be issued separately or as part of units consisting of a stock purchase contract and debt securities, preferred securities, warrants, other securities or debt obligations of third parties, including U.S. treasury securities, securing the holders’ obligations to purchase the securities under the stock purchase contracts, which we refer to herein as “stock purchase units.” The stock purchase contracts may require holders to secure their obligations under the stock purchase contracts in a specified manner. The stock purchase contracts also may require us to make periodic payments to the holders of the stock purchase units or vice versa, and those payments may be unsecured or refunded on some basis.

The stock purchase contracts, and, if applicable, collateral or depository arrangements, relating to the stock purchase contracts or stock purchase units, will be filed with the SEC in connection with the offering of stock purchase contracts or stock purchase units. The prospectus supplement relating to a particular issue of stock purchase contracts or stock purchase units will describe the terms of those stock purchase contracts or stock purchase units, including the following:

- if applicable, a discussion of material United States federal income tax considerations; and
- any other information we think is important about the stock purchase contracts or the stock purchase units.

## DESCRIPTION OF UNITS

We may issue units comprised of one or more of the other securities that may be offered under this prospectus, in any combination, including, without limitation, the stock purchase units described above. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately at any time, or at any time before a specified date.

The prospectus supplement relating to a particular issue of units will describe, among other things:

- the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;
- any material provisions related to the issuance, payment, settlement, transfer or exchange of the units or of the securities comprising the units;
- if applicable, a discussion of any special United States federal income tax considerations; and
- any material provisions of the governing unit agreement that differ from those described above.

## PLAN OF DISTRIBUTION

We may sell the offered securities in and outside the United States (1) through underwriters or dealers; (2) directly to purchasers, including our affiliates and shareholders, or in a rights offering; (3) through agents; or (4) through a combination of any of these methods. The prospectus supplement will include the following information:

- the terms of the offering;
- the names of any underwriters, dealers or agents;
- the name or names of any managing underwriter or underwriters;
- the purchase price of the securities;
- the net proceeds from the sale of the securities;
- any delayed delivery arrangements;
- any underwriting discounts, commissions and other items constituting underwriters' compensation;
- any discounts or concessions allowed or reallocated or paid to dealers; and
- any commissions paid to agents.

In addition, we may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately-negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement. If so, the third parties may use securities pledged by us or borrowed from us or others to settle those sales or to close out any related open borrowings of stock, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of stock. The third parties in such sale transactions will be underwriters and, if not identified in this prospectus, will be identified in the applicable prospectus supplement (or a post-effective amendment). We or one of our affiliates may loan or pledge securities to a financial institution or other third party that in turn may sell the securities using this prospectus. Such financial institution or third party may transfer its short position to investors in our securities or in connection with a simultaneous offering of other securities offered by this prospectus or otherwise.

Underwriters and agents in any distribution contemplated hereby, including but not limited to at-the-market equity offerings, will be named in the applicable prospectus supplement. Underwriters or agents could make sales in privately-negotiated transactions and/or any other method permitted by law, including sales deemed to be an "at-the-market" offering as defined in Rule 415 promulgated under the Securities Act, which includes sales made directly on the New York Stock Exchange, the existing trading market for our common stock, or sales made to or through a market maker other than on an exchange. At-the-market offerings may not exceed 10% of the aggregate market value of our outstanding voting securities held by non-affiliates on a date within 60 days prior to the filing of the registration statement of which this prospectus is a part.

### Sale Through Underwriters or Dealers

If we use underwriters in the sale, the underwriters will acquire the securities for their own account for resale to the public. The underwriters may resell the securities from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Underwriters may offer securities to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more firms acting as underwriters. Unless we inform you otherwise in the prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to certain conditions, and the underwriters will be obligated to purchase all of the offered securities if they purchase any of them. The underwriters may change from time to time any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers.

## [Table of Contents](#)

Representatives of the underwriters through whom the offered securities are sold for public offering and sale may engage in over-allotment, stabilizing transactions, syndicate short covering transactions and penalty bids in accordance with Regulation M under the Exchange Act. Over-allotment involves syndicate sales in excess of the offering size, which creates a syndicate short position. Stabilizing transactions permit bids to purchase the offered securities so long as the stabilizing bids do not exceed a specified maximum. Syndicate covering transactions involve purchases of the offered securities in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit the representative of the underwriters to reclaim a selling concession from a syndicate member when the offered securities originally sold by such syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions. Such stabilizing transactions, syndicate covering transactions and penalty bids may cause the price of the offered securities to be higher than it would otherwise be in the absence of such transactions. These transactions may be effected on a national securities exchange and, if commenced, may be discontinued at any time.

Some or all of the securities that we offer through this prospectus may be new issues of securities with no established trading market. Any underwriters to whom we sell our securities for public offering and sale may make a market in those securities, but they will not be obligated to do so and they may discontinue any market making at any time without notice. Accordingly, we cannot assure you of the liquidity of, or continued trading markets for, any securities that we offer.

If we use dealers in the sale of securities, we will sell the securities to them as principals. They may then resell those securities to the public at varying prices determined by the dealers at the time of resale. If applicable, we will include in the prospectus supplement the names of the dealers and the terms of the transaction.

### **Direct Sales and Sales Through Agents**

We may sell the securities directly. In this case, no underwriters or agents would be involved. We may also sell the securities through agents designated from time to time. In the prospectus supplement, we will name any agent involved in the offer or sale of the offered securities, and we will describe any commissions payable to the agent. Unless we inform you otherwise in the prospectus supplement, any agent will agree to use its reasonable best efforts to solicit purchases for the period of its appointment.

We may sell the securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act with respect to any sale of those securities. We will describe the terms of any such sales in the prospectus supplement.

We may also make direct sales through subscription rights distributed to our existing stockholders on a pro rata basis that may or may not be transferable. In any distribution of subscription rights to our stockholders, if all of the underlying securities are not subscribed for, we may then sell the unsubscribed securities directly to third parties or we may engage the services of one or more underwriters, dealers or agents, including standby underwriters, to sell the unsubscribed securities to third parties.

### **Remarketing Arrangements**

Offered securities also may be offered and sold, if so indicated in the applicable prospectus supplement, in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more remarketing firms, acting as principals for their own accounts or as agents for us. Any remarketing firm will be identified and the terms of its agreements, if any, with us and its compensation will be described in the applicable prospectus supplement. Remarketing firms may be deemed to be underwriters, as that term is defined in the Securities Act, in connection with the securities remarketed.

**Delayed Delivery Arrangements**

If we so indicate in the prospectus supplement, we may authorize agents, underwriters or dealers to solicit offers from certain types of institutions to purchase securities from us at the public offering price under delayed delivery contracts. These contracts would provide for payment and delivery on a specified date in the future. The contracts would be subject only to those conditions described in the prospectus supplement. The prospectus supplement will describe the commission payable for solicitation of those contracts.

**General Information**

We may have agreements with the underwriters, dealers and agents to indemnify them against certain civil liabilities, including liabilities under the Securities Act, or to contribute with respect to payments that the underwriters, dealers or agents may be required to make.

Underwriters, dealers and agents may engage in transactions with, or perform services for, us in the ordinary course of our business.

With respect to the sale of securities under this prospectus and any applicable prospectus supplement, the maximum commission or discount to be received by any member of the Financial Industry Regulatory Authority, Inc. or independent broker or dealer will not be greater than eight percent (8%).

## **LEGAL MATTERS**

Unless otherwise indicated in the applicable prospectus supplement, the validity of the securities being offered by this prospectus will be passed upon for us by King & Spalding LLP, Atlanta, Georgia. Additional legal matters may be passed on for us, or any underwriters, dealers or agents, by counsel we will name in the applicable prospectus supplement.

## **EXPERTS**

The consolidated financial statements, incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K, and the effectiveness of Beazer Homes USA, Inc.'s internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

**PART II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth the expenses (all of which are estimated) to be borne by us in connection with a distribution of securities registered under this Registration Statement.

SEC registration fee(1)	\$24,262
Printing fees and expenses	*
Accounting fees and expenses	*
Rating agency fees	*
Legal fees and expenses	*
Transfer Agent and Registrar, Trustee and Depository fees and expenses	*
Miscellaneous	*
Total	\$ *

(1) Excludes portion of registration fee offset pursuant to Rule 457(p).

\* Estimated expenses are not presently known. The foregoing sets forth the general categories of expenses (other than underwriting discounts and commissions) that we anticipate we will incur in connection with the offering of securities under this registration statement. An estimate of the aggregate expenses in connection with the issuance and distribution of the securities being offered will be included in the applicable prospectus supplement.

**Item 15. Indemnification of Directors and Officers.****Indemnification of the Officers and Directors of Beazer Homes USA, Inc., Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. under Delaware Law.**

Beazer Homes USA, Inc., Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. are corporations organized under the laws of the State of Delaware.

Section 102(b)(7) of the Delaware General Corporation Law (the "DGCL") enables a corporation incorporated in the State of Delaware to eliminate or limit, through provisions in its original or amended certificate of incorporation, the personal liability of a director for violations of the director's fiduciary duties, except (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any liability imposed pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit.

Section 145 of the DGCL provides that a corporation incorporated in the State of Delaware may indemnify any person or persons, including officers and directors, who are, or are threatened to be made, parties to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such officer,

## [Table of Contents](#)

director, employee, or agent acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, for criminal proceedings, had no reasonable cause to believe that the challenged conduct was unlawful. A corporation incorporated in the State of Delaware may indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must provide indemnification against the expenses that such officer or director actually and reasonably incurred.

Section 145(g) of the DGCL authorizes a corporation incorporated in the State of Delaware to provide liability insurance for directors and officers for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the corporation.

The certificates of incorporation of Beazer Homes USA, Inc., Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. provide that no director shall be personally liable to the corporation or its stockholders for violations of the director's fiduciary duties, except to the extent that a director's liability may not be limited as described above in the discussion of Section 102(b)(7) of the DGCL.

### **Indemnification of the Officers and Directors of Beazer Homes USA, Inc.**

The bylaws of Beazer Homes USA, Inc., provide that the corporation shall indemnify and hold harmless to the fullest extent authorized by Delaware law or by other applicable law as then in effect, any person who was or is a party to or is threatened to be made a party to or is involved in (including, without limitation, as a witness) any proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, or employee of the corporation or, while a director, officer, or employee of the corporation, is or was serving at the request of the corporation as a director, officer, employee, agent or manager of another corporation, partnership, limited liability company, joint venture, trust or other enterprise or nonprofit entity, including service with respect to an employee benefit plan (hereinafter, an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or manager or in any other capacity while serving as a director, officer, employee, agent or manager, against all expense, liability and loss (including attorneys' and other professionals' fees, judgments, fines, ERISA taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith.

Furthermore, the bylaws of Beazer Homes USA, Inc., provide that the corporation shall, to the fullest extent authorized by Delaware law, advance (or if previously paid by any Indemnitee who serves or served as a director or executive officer of the corporation on or after June 30, 2008 (each a "Class 1 Indemnitee"), reimburse) to any Class 1 Indemnitee funds sufficient for the payment of all expenses (including attorneys' and other professionals' fees and disbursements and court costs) actually and reasonably incurred by such Class 1 Indemnitee in connection with the investigation of, response to, defense (including any appeal) of or settlement of any proceeding, in the case of each such proceeding upon receipt of an undertaking by or on behalf of such Class 1 Indemnitee to repay such amount if it shall ultimately be determined that such Class 1 Indemnitee is not entitled to be indemnified by the corporation against such expenses. No collateral securing or other assurance of performance of such undertaking shall be required of such Class 1 Indemnitee by the corporation.

The bylaws of Beazer Homes USA, Inc., also provide that the corporation may, by action of its Board of Directors, grant rights to advancement of expenses to any Indemnitee who is not a Class 1 Indemnitee and rights to indemnification and advancement of expenses to any agents of the corporation with the same scope and effect as the provisions with respect to the indemnification of and advancement of expenses to Class 1 Indemnitees. By resolution adopted by affirmative vote of a majority of the Board of Directors, the Board of Directors may

## [Table of Contents](#)

delegate to the appropriate officers of the corporation the decision to grant from time to time rights to advancement of expenses to any Indemnitee who is not a Class 1 Indemnitee and rights to indemnification and advancement of expenses to any agents of the corporation.

Under the bylaws of Beazer Homes USA, Inc., no Indemnitee shall be entitled to any advance or reimbursement by the corporation of expenses, or to indemnification from or to be held harmless by the corporation against expenses, incurred by him or her in asserting any claim or commencing or prosecuting any suit, action or proceeding (or part thereof) against the corporation (except as provided below) or any subsidiary of the corporation or any current or former director, officer, employee or agent of the corporation or of any subsidiary of the corporation, but such advancement (or reimbursement) and indemnification and hold harmless rights may be provided by the corporation in any specific instance as permitted by the bylaws, or in any specific instance in which the Board shall first authorize the commencement or prosecution of such a suit, action or proceeding (or part thereof) or the assertion of such a claim.

Notwithstanding the above, if a claim is not timely paid in full by Beazer Homes USA, Inc. after a written claim has been received by the corporation, an Indemnitee or Class 1 Indemnitee (as appropriate) may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the Indemnitee or Class 1 Indemnitee (as appropriate) shall be entitled to be paid also the expense of prosecuting such suit. The Indemnitee or Class 1 Indemnitee (as appropriate) shall be presumed to be entitled to indemnification and advancement of expenses under upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses where the required undertaking, if any is required, has been tendered to the corporation), and thereafter the corporation shall have the burden of proof to overcome the presumption that the Indemnitee or Class 1 Indemnitee (as appropriate) is not so entitled. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the Indemnitee is not entitled to indemnification shall be a defense to the suit or create a presumption that the Indemnitee is not so entitled. These rights to indemnification and advancement (or reimbursement) of expenses shall be enforceable by any person entitled to such indemnification or advancement (or reimbursement) of expenses in any court of competent jurisdiction. Notice of any application to a court by an Indemnitee shall be given to the corporation promptly upon the filing of such application; provided, however, that such notice shall not be a requirement for an award of or a determination of entitlement to indemnification or advancement (or reimbursement) of expenses.

The indemnification and advancement of expenses provided in the Beazer Homes USA, Inc. bylaws shall be deemed independent of, and shall not be deemed exclusive of or a limitation on, any other rights to which any person seeking indemnification or advancement of expenses may be entitled or acquired under any statute, provision of the certificate of incorporation, bylaw, agreement, vote of stockholders or of disinterested directors or otherwise, both as to such person's official capacity and as to action in another capacity while holding such office.

In addition, the bylaws of Beazer Homes USA, Inc., provide that the corporation may purchase and maintain liability insurance for directors and officers for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the corporation.

Beazer Homes USA, Inc. has also entered into indemnification agreements with each of its executive officers and directors providing such officers and directors indemnification and expense advancement and for the continued coverage of such person under its directors' and officers' insurance programs.

### **Indemnification of the Officers and Directors of Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc.**

The bylaws of Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. provide that the corporation shall indemnify each person who is or was a

## Table of Contents

party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (an "Indemnitee"), against expenses (including attorneys' and other professionals' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding, if the Indemnitee acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The corporation shall indemnify an Indemnitee in an action by or in the right of the corporation under the same conditions, except that no indemnification shall be made in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudged liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The bylaws of Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. provide that any indemnification pursuant to the bylaws (except indemnification ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination the indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct described above. However, to the extent that an Indemnitee is successful on the merits or otherwise in the defense of any action, suit or proceeding described above, or in the defense of any claim, issue or matter therein, the Indemnitee shall be indemnified against reasonable expenses (including attorneys' and other professionals' fees) actually and reasonably incurred by the Indemnitee in connection therewith, without the necessity of authorization in the specific case.

Furthermore, the bylaws of Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. provide that the expenses (including attorney's and other professionals' fees) incurred by an officer or director in defending any threatened or pending civil, criminal, administrative or investigative action, suit or proceeding may, but shall not be required to, be paid by the corporation in advance of the final disposition of the suit, action or proceeding upon receipt of an undertaking by or on behalf of such officer or director to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by the corporation pursuant to the bylaws.

The bylaws of Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. also provide that the indemnification and advancement of expenses provided in the bylaws shall not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other provision of the bylaws, agreement or contract, by vote of the stockholders or of the disinterested directors or pursuant to the direction of any court of competent jurisdiction.

In addition, the bylaws of Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. provide that the corporation may purchase and maintain liability insurance for directors and officers for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers of the corporation.

### **Indemnification of the Officers and Directors of Beazer Allied Companies Holdings, Inc., Beazer Homes Indiana Holdings Corp., Beazer General Services, Inc., Beazer Realty Los Angeles, Inc. and Beazer Realty Sacramento, Inc.**

Beazer Allied Companies Holdings, Inc., Beazer Homes Indiana Holdings Corp., Beazer General Services, Inc., Beazer Realty Los Angeles, Inc. and Beazer Realty Sacramento, Inc. are corporations organized under the laws of the State of Delaware. For a description of the provisions of the DGCL addressing the

## [Table of Contents](#)

indemnification of directors and officers see the discussion in “Indemnification of Officers and Directors of Beazer Homes USA, Inc., Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. under Delaware Law” above.

The certificates of incorporation of Beazer Allied Companies Holdings, Inc., Beazer Homes Indiana Holdings Corp., Beazer General Services, Inc., Beazer Realty Los Angeles, Inc. and Beazer Realty Sacramento, Inc. provide that no director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the DGCL. The bylaws of these entities provide that the corporation shall indemnify members of the board of directors to the fullest extent permitted by the DGCL and that the corporation may, if authorized by the board of directors, indemnify its officers, employees, agents and any and all other persons who may be indemnified by the corporation against any and all expenses and liabilities.

### **Indemnification of the Officers and Directors of Homebuilders Title Services, Inc.**

Homebuilders Title Services, Inc. is a corporation organized under the laws of the State of Delaware. For a description of the provisions of the DGCL addressing the indemnification of directors and officers see the discussion in “Indemnification of Officers and Director of Beazer Homes USA, Inc., Beazer Homes Holdings Corp., Beazer Homes Sales, Inc., Beazer Mortgage Corporation and Beazer Homes Texas Holdings, Inc. under Delaware Law” above.

The certificate of incorporation of Homebuilders Title Services, Inc. provides that that no director shall be personally liable to the corporation or its stockholders for violations of the director’s fiduciary duties to the fullest extent permitted by the DGCL.

The bylaws of Homebuilders Title Services, Inc. provide that the corporation shall indemnify any director or officer who is or was a party or is threatened to be made a party to any threatened, pending or completed action suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding and/or the defense or settlement of such action or suit if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The corporation shall indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable to the corporation unless and only to the extent that a court in which such action or suit is brought determines that such person is fairly and reasonably entitled to indemnity.

Furthermore, the bylaws of Homebuilders Title Services, Inc. provide that the expenses incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it is ultimately determined that such director or officer is not entitled to be indemnified by the corporation. The indemnification and advancement of expenses provided in the bylaws is not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other provision of the bylaws, agreement, contract or by vote of the stockholders or of the disinterested directors.

### **Indemnification of the General Partners of Beazer Homes Texas, L.P. and BH Building Products, LP**

Beazer Homes Texas, L.P. and BH Building Products, LP are limited partnerships organized under the laws of the State of Delaware. Pursuant to Section 17-108 of the Delaware Revised Uniform Limited Partnership Act

## [Table of Contents](#)

(the “Act”), a limited partnership may, subject to the standards set forth in the partnership agreement, indemnify and hold harmless any partner or other person from and against any and all claims and demands.

Pursuant to the agreements of limited partnership of Beazer Homes Texas, L.P. and BH Building Products, LP, neither their respective general partners nor any affiliate of the general partners shall have any liability to the limited partnership or any partner for any loss suffered by the applicable limited partnership which arises out of any action or inaction of the applicable general partner, so long as such general partner or its affiliates in good faith has determined that such action or inaction did not constitute fraud or misconduct. Further, pursuant to such agreements of limited partnership, each general partner and its affiliates shall be indemnified by the limited partnership to the fullest extent permitted by law against any losses, judgments, liabilities, damages, expenses and amounts paid in settlement of any claims sustained in connection with acts performed or omissions that are within the scope of the applicable limited partnership agreement, provided that such claims are not the result of fraud or willful misconduct. The limited partnerships may advance to their respective general partners or their affiliates any amounts required to defend any claim for which they may be entitled to indemnification. If it is ultimately determined that their respective general partners or their affiliates are not entitled to indemnification, then such person must repay any amounts advanced by the limited partnership.

### **Indemnification of the Officers and Directors of April Corporation**

April Corporation is a corporation organized under the laws of the State of Colorado. Sections 7-109-101 through 7-109-110 of the Colorado Business Corporation Act (“CBCA”) provide for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the CBCA, a corporation may purchase insurance on behalf of an officer or director of the corporation against any liability incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the CBCA.

The articles of incorporation of April Corporation provide that the corporation may indemnify each person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee, fiduciary or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner reasonably believed to be in the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The articles also provide that the corporation may indemnify directors, officers, employees, fiduciaries and agents of the corporation against expenses (the CBCA does not limit the indemnification to expenses) in an action by or in the right of the corporation under the same conditions, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable for negligence or misconduct in the performance of the person’s duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for those expenses which the court deems proper. The CBCA prohibits a corporation from indemnifying a director of a corporation (1) in connection with a proceeding by or in the right of the corporation in which such person was adjudged liable to the corporation, or (2) in connection with any other proceeding charging that such person derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding such person was adjudged liable on the basis that such person derived an improper personal benefit.

The articles of April Corporation provide that any indemnification pursuant to the articles (except indemnification ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination the indemnification of the director, officer, employee, fiduciary or agent is proper in the

## [Table of Contents](#)

circumstances because that person has met the applicable standard of conduct described above. The CBCA provides additional requirements regarding the manner in which such determination and authorization should be made. However, to the extent that a director, officer, employee, fiduciary or agent is successful on the merits or otherwise in the defense of any action, suit or proceeding described above, or in the defense of any claim, issue or matter therein, that person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by in connection therewith, without the necessity of authorization in the specific case.

Furthermore, the articles of April Corporation provide that the expenses (including attorney's fees) incurred in defending any civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of the suit, action or proceeding upon receipt of an undertaking by or on behalf of such officer, director, employee, fiduciary or agent to repay such amount unless it is ultimately determined that such person is entitled to indemnification by the corporation. In addition, the CBCA only permits such expenses to be advanced if (1) the person to be indemnified provides to the corporation a written affirmation of such person's good-faith belief that such person has met the standard of conduct required for indemnification; and (2) a determination is made that the facts then known to those making the determination would not preclude indemnification.

The articles of April Corporation also provide that the indemnification and advancement of expenses shall not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other provision of the bylaws, agreement or contract, by vote of the stockholders or of the disinterested directors, or otherwise.

In addition, the articles of April Corporation provide that the corporation may purchase and maintain insurance for any person who is or was a director, officer, employee, fiduciary or agent of April Corporation or who is or was serving at the request of April Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not April Corporation would have the power to indemnify him.

### **Indemnification of the Officers and Directors of Beazer Realty Corp.**

Beazer Realty Corp. is a corporation organized under the laws of the State of Georgia. Sections 14-2-850 through 14-2-859 of the Georgia Business Corporation Code ("GBCC") provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the GBCC, a corporation may purchase insurance on behalf of an officer or director of the corporation incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the GBCC. The bylaws of Beazer Realty Corp. ("Realty") provide that Realty shall indemnify each officer and director to the fullest extent allowed by Georgia law and that Realty may obtain insurance on behalf of such officers and directors against any liabilities asserted against such persons whether or not Realty would have the power to indemnify them.

### **Indemnification of the Managers and Members of Beazer SPE, LLC**

Beazer SPE, LLC is a limited liability company organized under the laws of the State of Georgia. Section 14-11-306 of the Georgia Limited Liability Company Act provides that subject to the standards and restrictions, if any, set forth in the article of organization or written operating agreement, a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the limited liability company; provided that a limited liability company shall not have the power to indemnify any member or manager for (i) for his or her intentional misconduct or knowing violation of the law or (ii) for any transaction for which the person received a personal benefit in violation of any provision of a written operating agreement. The operating agreement of Beazer SPE, LLC provides that members, employees and agents shall be entitled to indemnification to the fullest extent permitted by law.

**Indemnification of the Partners of Beazer Homes Indiana LLP**

Beazer Homes Indiana LLP is a limited liability partnership under the laws of the State of Indiana. Section 23-4-1-18 of the Indiana Uniform Partnership Act provides that a partnership must indemnify every partner in respect of payments made and personal liabilities reasonably incurred by him or her in the ordinary and proper conduct of its business, or for the preservation of its business or property. The partnership agreement of Beazer Homes Indiana LLP provides that it shall indemnify the managing partner and hold it harmless against liability to third parties for acts or omissions within the scope of authority as managing partner under the partnership agreement.

**Indemnification of the Members and Managers of Paragon Title, LLC and Trinity Homes, LLC**

Paragon Title, LLC and Trinity Homes, LLC are limited liability companies organized under the laws of the State of Indiana. Section 23-18-4-4 of the Indiana Business Flexibility Act provides that a written operating agreement of a limited liability company may provide for the indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because such person is or was a member or manager. Pursuant to Section 23-18-2-4(5) of the Indiana Business Flexibility Act, articles of organization may include any other matters not inconsistent with the Indiana Business Flexibility Act that the members agree to include, including any matters that are required to be or may be included in an operating agreement.

The articles of organization of Paragon Title, LLC and Trinity Homes, LLC each provide that the company shall indemnify any member, organizer or manager (and the responsible officers, directors and other representatives of such member, organizer or manager), to the greatest extent not inconsistent with the laws and public policies of the State of Indiana, who is made a party to any proceeding because such person was or is a member, organizer or manager (or the responsible officers, directors and other representatives of such member, organizer or manager), as a matter of right against all liability incurred by such person in connection with such proceeding, provided that (i) the members determine that the person has met the standard required for indemnification or (ii) the person is wholly successful on the merits or otherwise in the defense of such proceeding. A person will meet the standard required for indemnification if (i) the person conducted himself or herself in good faith, (ii) such person reasonably believed that his or her conduct was in or at least not opposed to the company, (iii) in the case of any criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful, and (iv) such person's liability was not the result of the person's willful misconduct, recklessness, violation of the company's operating agreement or any improperly obtained financial or other benefit to which the person was not legally entitled.

The articles of organization of Paragon Title, LLC and Trinity Homes, LLC also provide that each company shall reimburse or pay the expenses of any member or manager (and the responsible officers and directors of such member or manager) in advance of the final disposition of the proceeding, provided that (i) the members make a determination that such person met the applicable standard of conduct, (ii) the person provides a written undertaking to repay any advancements if it is ultimately determined that such person is not entitled to them, and (iii) the person provides the company with an affirmation that he or she has met the applicable standard of conduct. The company may purchase insurance for the benefit of any person entitled to indemnification under the articles of organization.

**Indemnification of the Members and Managers of Beazer Clarksburg, LLC, Clarksburg Arora LLC and Clarksburg Skylark, LLC**

Beazer Clarksburg, LLC, Clarksburg Arora LLC and Clarksburg Skylark, LLC are limited liability companies organized under the laws of the State of Maryland. Md. Code Ann., Corps. & Ass'ns., Section 4A-203 permits a limited liability company to indemnify and hold harmless any member, agent or employee from and against all claims and demands, except in the case of action or failure to act by the member, agent or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any set forth in the articles of organization or operating agreement.

## [Table of Contents](#)

The operating agreement of Beazer Clarksburg, LLC provides that no member or manager shall be liable, responsible or accountable in damages or otherwise to any other member or to the company for any act or omission performed or omitted by such person except for acts of gross negligence or intentional wrongdoing. The operating agreement also provides that the company shall endeavor to obtain liability or other insurance payable to the company (or as otherwise agreed by the members) to protect the company and the members from the acts or omissions of each of the members.

The operating agreements of Clarksburg Arora LLC and Clarksburg Skylark, LLC provide that to the fullest extent not prohibited by applicable law, each company shall indemnify the member, the manager and each officer for all costs and expenses (including attorneys' fees and disbursements), losses, liabilities, and damages paid or accrued by such member, manager or officer in connection with any act or omission performed by such person in good faith on behalf of the company. To the fullest extent not prohibited by applicable law, expenses (including attorneys' fees and disbursements) incurred by any such member, manager or officer, in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member, be advanced by the company prior to the final disposition of such claim, demand, action, suit or proceeding, subject to recapture by the company following a later determination that such member, manager or officer was not entitled to indemnification hereunder. Notwithstanding the foregoing, none of the member, the manager or the officers shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member, manager or officer receives a personal benefit in violation or breach of law or the applicable operating agreement.

### **Indemnification of the Officers and Directors of Beazer/Squires Realty, Inc.**

Beazer/Squires Realty, Inc. is a corporation organized under the laws of the State of North Carolina. Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act ("NCBA") provide for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the NCBA, a corporation may purchase insurance on behalf of an officer or director of the corporation for amounts incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the NCBA.

The bylaws of Beazer/Squires Realty, Inc. provide that any person who serves or has served as a director or who while serving as a director serves or has served, at the request of the corporation as a director, officer, partner, trustee, employee or agent of another entity or trustee or administrator under an employee benefit plan, shall have the right to be indemnified by the corporation to the fullest extent of the law for reasonable expenses, including attorneys' fees, and reasonable payments for judgments, decrees, fines, penalties or settlements of proceedings seeking to hold him or her liable as a result of his or her service to the corporation.

### **Indemnification of the Officers and Directors of Beazer Realty, Inc.**

Beazer Realty, Inc. ("Beazer Realty") is a corporation organized under the laws of the State of New Jersey. Section 14A:3-5 of the New Jersey Business Corporation Act ("NJBCA") provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the NJBCA, a corporation may purchase insurance on behalf of an officer or director of the corporation against incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the NJBCA. The certificate of incorporation and the bylaws of Beazer Realty provide that Beazer Realty shall indemnify its officers and directors to the fullest extent allowed by law.

### **Indemnification of the Officers and Directors of the Beazer Homes Corp.**

Beazer Homes Corp. is a corporation organized under the laws of the State of Tennessee. Sections 48-18-501 through 48-18-509 of the Tennessee Business Corporation Act ("TBCA") provide for the indemnification of

## [Table of Contents](#)

officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the TBCA, a corporation may purchase insurance on behalf of an officer or director of the corporation against incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the TBCA. The charter and bylaws of Beazer Homes Corp. do not address the indemnification of officers and directors.

### **Indemnification of the Directors and Officers of Homebuilders Title Services of Virginia, Inc.**

Homebuilders Title Services of Virginia Inc. is a corporation organized under the laws of the Commonwealth of Virginia. Sections 13.1-697 through 13.1-702 of the Virginia Stock Corporation Act (“VSCA”) provide for the indemnification of, and advancement of expenses to, directors and officers by the corporation under certain circumstances in connection with liabilities they incur in legal proceedings because of their being or having been a director or officer of the corporation if they acted in good faith and believed their conduct to be in the best interests of the corporation, and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful. The bylaws of Homebuilders Title Services of Virginia Inc. provide that the corporation shall indemnify directors and officers to the fullest extent permitted by law if the director or officer, as applicable, acted in good faith and in a manner that the director or officer, as applicable, reasonably believed to be in or not opposed to the best interests of the corporation. Under Section 13.1-703 of the VSCA, a corporation may purchase insurance on behalf of a director or officer of the corporation covering any liability that person incurs in an official capacity regardless of whether that person could be indemnified under the VSCA.

The VSCA establishes a statutory limit on liability of directors and officers of the corporation for damages assessed against them in a suit brought by or in the right of the corporation or brought by or on behalf of shareholders of the corporation to the lesser of (i) the monetary amount, including the elimination of liability, provided for in the articles of incorporation or, if approved by the corporation’s shareholders, the bylaws, or (ii) or the greater of \$100,000 or the amount of cash compensation received by the director or officer by the corporation in the twelve months immediately preceding the act or omission for which liability was imposed. However, under the VSCA, the liability of a director or officer will not be limited if the director or officer engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law, including, without limitation, any claim of unlawful insider trading or manipulation of the market for any security.

### **Indemnification of the Members and Managers of Beazer Commercial Holdings, LLC, Beazer Homes Investments, LLC, Beazer Realty Services, LLC, Beazer Homes Michigan, LLC, Beazer-Inspirada LLC, Dove Barrington Development LLC and BH Procurement Services, LLC**

Beazer Commercial Holdings, LLC, Beazer Homes Investments, LLC, Beazer Realty Services, LLC, Beazer Homes Michigan, LLC, Beazer-Inspirada LLC, Dove Barrington Development LLC and BH Procurement Services, LLC are limited liability companies organized under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Neither the certificate of formation nor the operating agreement of any of Beazer Commercial Holdings, LLC, Beazer Homes Investments, LLC, Beazer Realty Services, LLC, Beazer Homes Michigan, LLC, Beazer-Inspirada LLC, or BH Procurement Services, LLC address indemnification of members or managers.

The operating agreement of Dove Barrington Development LLC provides that the company will indemnify, defend and hold harmless members and their partners, officers, directors, shareholders, members, managers, employees and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties liabilities, costs and expenses (including, without limitation, attorneys’ fees, court costs and other professional fees and costs incurred as a result of such claims) arising out of a good faith act or omission by such indemnified person.

**Indemnification of the Member, Manager and Officers of Elysian Heights Potomia, LLC**

Elysian Heights Potomia, LLC is a limited liability company organized under the laws of the Commonwealth of Virginia. Section 13.1-1025 of the Virginia Limited Liability Company Act (“VLLCA”) provides for a limitation on the amount of damages that can be assessed against a member of manager to the lesser of (i) the monetary amount, including the elimination of liability, provided for in the articles of organization or operating agreement or (ii) or the greater of \$100,000 or the amount of certain cash compensation specified under the VLLCA provided to the member or manager by the limited liability company in the twelve months immediately preceding the act or omission for which liability was imposed. However, under the VLLCA, the liability of a manager or member will not be limited if the manager or member engaged in willful misconduct or a knowing violation of criminal law.

The operating agreement of Elysian Heights Potomia, LLC provides that the company will, to the fullest extent not prohibited by law, indemnify its sole member, its manager and any officers appointed by the manager for acts within the scope of the operating agreement so long as the acts were taken in good faith and are not adjudicated by a court to be grossly negligent or unlawful, unless that court determines the actions are nevertheless indemnifiable.

**Indemnification of the Members and Managers of Arden Park Ventures, LLC**

Arden Park Ventures, LLC is a limited liability company organized under the laws of the State of Florida, including Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act (the “FRLCA”), which became effective on January 1, 2014. Section 605.0408 of the FRLCA provides that a limited liability company may indemnify and hold harmless a person with respect to a claim or demand against the person and a debt, obligation, or other liability incurred by the person by reason of the person’s former or present capacity as a member or manager if the claim, demand, debt, obligation, or other liability does not arise from: (1) a distribution made by the company where after the distribution either (a) the company would not be able to pay its debts as they become due in the ordinary course of the company’s activities and affairs, or (b) the company’s total assets would be less than the sum of its total liabilities, plus the amount that would be needed to satisfy certain preferential distribution rights; (2) a breach of the rights of members to manage the Company; (3) an improper delegation of rights and powers to manage and control the business and affairs of the company; (4) a breach of the rules and requirements for the selection, terms, and removal of managers in a manager-managed limited liability company; (5) a breach relating to the voting rights of members and managers; (6) a breach relating to the agency rights of members and managers in a limited liability company; or (7) a breach of the standards of conduct for members and managers, including the fiduciary duties of care and loyalty and the obligations of good faith and fair dealing.

## Table of Contents

### **Item 16. Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement
3.1(a)(1)	Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. — incorporated herein by reference to Exhibit 3.1 of the Company’s Form 10-K for the year ended September 30, 2008 (File No. 001-12822).
3.1(a)(2)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of April 13, 2010 — incorporated herein by reference to Exhibit 3.1 of the Company’s Form 10-Q for the quarter ended March 31, 2010 (File No. 001-12822).
3.1(a)(3)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of February 3, 2011 — incorporated herein by reference to Exhibit 3.1 of the Company’s Form 8-K filed on February 8, 2011 (File No. 001-12822).
3.1(a)(4)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of October 11, 2012 — incorporated herein by reference to Exhibit 3.1 of the Company’s Form 8-K filed on October 12, 2012 (File No. 001-12822).
3.1(a)(5)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of February 2, 2013 — incorporated herein by reference to Exhibit 3.1 of the Company’s Form 8-K filed on February 5, 2013 (File No. 001-12822).
3.1(a)(6)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of November 6, 2013 — incorporated herein by reference to Exhibit 3.1 of the Company’s Form 8-K filed on November 7, 2013 (File No. 001-12822).
3.1(b)	Articles of Incorporation of April Corporation — incorporated herein by reference to Exhibit 3.1(b) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(c)	Certificate of Incorporation of Beazer Allied Companies Holdings, Inc. — incorporated herein by reference to Exhibit 3.1(c) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(d)	Articles of Organization of Beazer Clarksburg, LLC — incorporated herein by reference to Exhibit 3.1(d) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(e)	Charter of Beazer Homes Corp. — incorporated herein by reference to Exhibit 3.1(e) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(f)	Certificate of Incorporation of Beazer Homes Holdings Corp. — incorporated herein by reference to Exhibit 3.1(f) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(g)	Certificate of Formation of Beazer Homes Investments, LLC — incorporated herein by reference to Exhibit 3.1(g) of the Company’s Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(h)	Certificate of Incorporation of Beazer Homes Sales, Inc. — incorporated herein by reference to Exhibit 3.1(h) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(i)	Certificate of Incorporation of Beazer Homes Texas Holdings, Inc. — incorporated herein by reference to Exhibit 3.1(i) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.1(j)	Certificate of Limited Partnership of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.1(j) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(k)	Articles of Incorporation of Beazer Realty Corp. — incorporated herein by reference to Exhibit 3.1(l) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(l)	Certificate of Incorporation of Beazer Realty, Inc. — incorporated herein by reference to Exhibit 3.1(m) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(m)	Certificate of Formation of Beazer Realty Services, LLC — incorporated herein by reference to Exhibit 3.1(n) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(n)	Articles of Organization of Beazer SPE, LLC — incorporated herein by reference to Exhibit 3.1(o) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(o)	Articles of Incorporation of Beazer/Squires Realty, Inc. — incorporated herein by reference to Exhibit 3.1(p) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(p)	Registration to qualify as a limited liability partnership for Beazer Homes Indiana LLP — incorporated herein by reference to Exhibit 3.1(q) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(q)	Certificate of Formation of Beazer Commercial Holdings, LLC — incorporated herein by reference to Exhibit 3.1(r) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(r)	Certificate of Incorporation of Beazer General Services, Inc. — incorporated herein by reference to Exhibit 3.1(s) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(s)	Certificate of Incorporation of Beazer Homes Indiana Holdings Corp. — incorporated herein by reference to Exhibit 3.1(t) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(t)	Certificate of Incorporation of Beazer Realty Los Angeles, Inc. — incorporated herein by reference to Exhibit 3.1(u) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(u)	Certificate of Incorporation of Beazer Realty Sacramento, Inc. — incorporated herein by reference to Exhibit 3.1(v) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(v)	Certificate of Limited Partnership of BH Building Products, LP — incorporated herein by reference to Exhibit 3.1(w) of the Company's Registration Statement on Form S-4 filed on August 3, 2005.
3.1(w)	Certificate of Incorporation of Homebuilders Title Services of Virginia, Inc. — incorporated herein by reference to Exhibit 3.1(z) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(x)	Articles of Incorporation of Homebuilders Title Services, Inc. — incorporated herein by reference to Exhibit 3.1(aa) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.1(y)	Articles of Organization of Paragon Title, LLC — incorporated herein by reference to Exhibit 3.1(ab) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(z)	Certificate of Formation of BH Procurement Services, LLC — incorporated herein by reference to Exhibit 3.1(aa) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(aa)	Articles of Organization of Trinity Homes LLC — incorporated herein by reference to Exhibit 3.1(ae) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(ab)	Articles of Organization of Arden Park Ventures, LLC — incorporated herein by reference to Exhibit 3.1(ac) of the Company's Registration Statement on Form S-4 (Registration No. 333-136649) filed on August 15, 2006.
3.1(ac)	Certificate of Incorporation of Beazer Mortgage Corporation — incorporated herein by reference to Exhibit 3.1(k) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(ad)	Certificate of Formation of Dove Barrington Development LLC — incorporated herein by reference to Exhibit 3.1(ae) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ae)	Certificate of Formation of Beazer Homes Michigan, LLC — incorporated herein by reference to Exhibit 3.1(af) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(af)	Articles of Organization of Elysian Heights Potomia, LLC — incorporated herein by reference to Exhibit 3.1(ag) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ag)	Articles of Organization of Clarksburg Arora LLC — incorporated herein by reference to Exhibit 3.1(ah) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ah)	Articles of Organization of Clarksburg Skylark, LLC — incorporated herein by reference to Exhibit 3.1(ai) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ai)	Certificate of Formation of Beazer-Inspirada LLC — incorporated herein by reference to Exhibit 3.1(ai) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
3.2(a)	Fourth Amended and Restated By-laws of Beazer Homes USA, Inc. — incorporated herein by reference to Exhibit 3.3 of the Company's Form 10-K for the year ended September 30, 2010 (File No. 001-12822).
3.2(b)(1)	By-Laws of April Corporation — incorporated herein by reference to Exhibit 3.2(b) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(b)(2)	Amendment to By-Laws of April Corporation, effective February 14, 2013 — incorporated herein by reference to Exhibit 3.2(b)(2) of the Company's Registration Statement on Form S-4 (Registration No. 333-187593) filed on March 28, 2013.
3.2(c)	By-Laws of Beazer Allied Companies Holdings, Inc. — incorporated herein by reference to Exhibit 3.2(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.2(d)(1)	Operating Agreement of Beazer Clarksburg, LLC — incorporated herein by reference to Exhibit 3.2(d) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(d)(2)	First Amendment to Operating Agreement of Beazer Clarksburg, LLC — incorporated herein by reference to Exhibit 3.2(x) of the Company’s Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(e)(1)	By-Laws of Beazer Homes Corp. — incorporated herein by reference to Exhibit 3.2(e) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(e)(2)	Amendment to By-Laws of Beazer Homes Corp., effective February 14, 2013 — incorporated herein by reference to Exhibit 3.2(e)(2) of the Company’s Registration Statement on Form S-4 (Registration No. 333-187593) filed on March 28, 2013.
3.2(f)	By-Laws of Beazer Homes Holdings Corp. — incorporated herein by reference to Exhibit 3.2(f) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(g)	Operating Agreement of Beazer Homes Investments, LLC — incorporated herein by reference to Exhibit 3.2(g) of the Company’s Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(h)	By-Laws of Beazer Homes Sales, Inc. — incorporated herein by reference to Exhibit 3.2(h) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(i)	By-Laws of Beazer Homes Texas Holdings, Inc. — incorporated herein by reference to Exhibit 3.2(i) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(j)	Agreement of Limited Partnership of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.2(j) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(k)	By-Laws of Beazer Realty Corp. — incorporated herein by reference to Exhibit 3.2(l) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(l)	By-Laws of Beazer Realty, Inc. — incorporated herein by reference to Exhibit 3.2(m) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(m)	Operating Agreement of Beazer Realty Services, LLC — incorporated herein by reference to Exhibit 3.2(n) of the Company’s Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(n)	Operating Agreement of Beazer SPE, LLC — incorporated herein by reference to Exhibit 3.2(o) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(o)(1)	By-Laws of Beazer/Squires Realty, Inc. — incorporated herein by reference to Exhibit 3.2(p) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(o)(2)	Amendment to By-Laws of Beazer/Squires Realty, Inc., effective February 14, 2013 — incorporated herein by reference to Exhibit 3.2(o)(2) of the Company’s Registration Statement on Form S-4 (Registration No. 333-187593) filed on March 28, 2013.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.2(p)	Partnership Agreement of Beazer Homes Indiana LLP — incorporated herein by reference to Exhibit 3.2(p) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.2(q)	Operating Agreement of Beazer Commercial Holdings, LLC — incorporated herein by reference to Exhibit 3.2(r) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(r)	By-Laws of Beazer Homes Indiana Holdings Corp. — incorporated herein by reference to Exhibit 3.2(s) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(s)	By-Laws of Beazer Realty Los Angeles, Inc. — incorporated herein by reference to Exhibit 3.2(t) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(t)	By-Laws of Beazer Realty Sacramento, Inc. — incorporated herein by reference to Exhibit 3.2(u) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(u)	Limited Partnership Agreement of BH Building Products, LP — incorporated herein by reference to Exhibit 3.2(v) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(v)	Operating Agreement of BH Procurement Services, LLC — incorporated herein by reference to Exhibit 3.2(w) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(w)	By-Laws of Homebuilders Title Services of Virginia, Inc. — incorporated herein by reference to Exhibit 3.2(y) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(x)	By-Laws of Homebuilders Title Services, Inc. — incorporated herein by reference to Exhibit 3.2(z) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(y)	Amended and Restated Operating Agreement of Paragon Title, LLC — incorporated herein by reference to Exhibit 3.2(aa) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(aa)	Second Amended and Restated Operating Agreement of Trinity Homes LLC — incorporated herein by reference to Exhibit 3.2(ad) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(ab)	By-Laws of Beazer General Services, Inc. — incorporated herein by reference to Exhibit 3.2(ad) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(ac)	By-Laws of Beazer Mortgage Corporation — incorporated herein by reference to Exhibit 3.2(k) of the Company's Registration Statement on Form S-4 filed on January 23, 2004.
3.2(ad)	Limited Liability Company Agreement of Dove Barrington Development LLC — incorporated herein by reference to Exhibit 3.2(af) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.2(ae)	Operating Agreement of Beazer Homes Michigan, LLC — incorporated herein by reference to Exhibit 3.2(ag) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.2(af)	Amended and Restated Operating Agreement of Elysian Heights Potomia, LLC — incorporated herein by reference to Exhibit 3.2(ah) of the Company's Registration Statement on Form S-4 (Registration No. 333-164459) filed on January 21, 2010.
3.2(ag)	Amended and Restated Operating Agreement of Clarksburg Arora LLC — incorporated herein by reference to Exhibit 3.2(ai) of the Company's Registration Statement on Form S-4 (Registration No. 333-164459) filed on January 21, 2010.
3.2(ah)	Amended and Restated Operating Agreement of Clarksburg Skylark, LLC — incorporated herein by reference to Exhibit 3.2(aj) of the Company's Registration Statement on Form S-4 (Registration No. 333-164459) filed on January 21, 2010.
3.2(ai)	Operating Agreement of Beazer-Inspirada, LLC — incorporated herein by reference to Exhibit 3.2(ai) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
3.2(aj)	Amendment to Agreement of Limited Partnership of Beazer Homes Texas, L.P — incorporated herein by reference to Exhibit 3.2(aj) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
3.2(ak)	Consent to Transfer of Partnership Interest and Joinder to Partnership Agreement of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.2(ak) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.1	Section 382 Rights Agreement, dated as of November 6, 2013, and effective as of November 12, 2013, between Beazer Homes USA, Inc. and American Stock Transfer & Trust Company, LLC, as Rights Agent — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on November 7, 2013 (File No. 001-12822).
4.2(a)	Indenture, dated as of April 17, 2002, among Beazer, the Guarantors party thereto and U.S. Bank Trust National Association, as trustee — incorporated herein by reference to Exhibit 4.11 of the Company's Registration Statement on Form S-4 (Registration No. 333-92470) filed on July 16, 2002.
4.2(b)	Seventh Supplement Indenture, dated as of January 9, 2006, to the Trust Indenture dated as of April 17, 2002 — incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K filed on January 17, 2006 (File No. 001-12822).
4.2(c)	Form of Eighth Supplemental Indenture, dated June 6, 2006, by and among Beazer, the guarantors named therein and UBS Securities LLC, Citigroup Global Markets Inc., J.P. Morgan Securities, Inc., Wachovia Capital Markets, LLC, Deutsche Bank Securities Inc., BNP Paribas Securities Corp. and Greenwich Capital Markets, related to Beazer's 8.125% Senior Notes due 2016 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on June 8, 2006 (File No. 001-12822).
4.2(d)	Ninth Supplemental Indenture, dated October 26, 2007, amending and supplementing the Indenture, dated April 17, 2002, among Beazer, US Bank National Association, as trustee, and the subsidiary guarantors party thereto — incorporated herein by reference to Exhibit 10.3 of the Company's Form 8-K filed on October 30, 2007 (File No. 001-12822).
4.2(e)	Twelfth Supplemental Indenture, dated May 10, 2010, between Beazer and U.S. Bank National Association, as trustee, related to Beazer's 7.00% Senior Amortizing Notes due 2013 — incorporated herein by reference to Exhibit 4.4 of the Company's Form 8-K filed on May 10, 2010 (File No. 001-12822).
4.2(f)	Fourteenth Supplemental Indenture, dated November 12, 2010, between Beazer, the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's 9.125% Senior Notes due 2019 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on November 18, 2010 (File No. 001-12822).

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
4.2(g)	Fifteenth Supplemental Indenture, dated July 22, 2011, between Beazer and U.S. Bank National Association, as trustee, amending and supplementing the Thirteenth Supplemental Indenture, dated May 20, 2010, and the Fourteenth Supplemental Indenture, dated November 12, 2010 — incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q for the quarter ended June 30, 2011 (File No. 001-12822).
4.2(h)	Sixteenth Supplemental Indenture, dated July 16, 2012, between Beazer and U.S. Bank National Association, as trustee, related to Beazer's 6.00% Senior Amortizing Notes due 2015 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on July 16, 2012 (File No. 001-12822).
4.2(i)	Seventeenth Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.2(i) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.3(a)	Form of Junior Subordinated indenture between Beazer and JPMorgan Chase Bank, National Association, dated June 15, 2006 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on June 21, 2006 (File No. 001-12822).
4.3(b)	Form of the Amended and Restated Trust Agreement among Beazer, JPMorgan Chase Bank, National Association, Chase Bank USA, National Association and certain individuals named therein as Administrative Trustees, dated June 15, 2006 — incorporated herein by reference to Exhibit 4.2 of the Company's Form 8-K filed on June 21, 2006 (File No. 001-12822).
4.4(a)	Indenture, dated January 12, 2010, between Beazer Homes USA, Inc. and the U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on January 12, 2010 (File No. 001-12822).
4.4(b)	First Supplemental Indenture, dated January 12, 2010, between Beazer and U.S. Bank National Association, as trustee, related to Beazer's 7 1/2% Mandatory Convertible Subordinated Notes due 2013 — incorporated herein by reference to Exhibit 4.2 of the Company's Form 8-K filed on January 12, 2010 (File No. 001-12822).
4.4(c)	Form of Subordinated Debt Security (included in Exhibit 4.4(a) hereto)
4.5(a)	Indenture, dated July 18, 2012, for 6.625% Senior Secured Notes due 2018, between Beazer Homes USA, Inc., the subsidiary guarantors party thereto, U.S. Bank National Association, as trustee, and Wilmington Trust, National Association, as collateral trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on July 20, 2012 (File No. 001-12822).
4.5(b)	Form of 6.625% Senior Secured Note due 2018 (included in Exhibit 4.5(a) hereto).
4.5(c)	Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee, related to Beazer's 6.625% Senior Secured Notes due 2018 — incorporated herein by reference to Exhibit 4.5(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.6(a)	Indenture, dated February 1, 2013, for 7.250% Senior Notes due 2023, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on February 5, 2013 (File No. 001-12822).
4.6(b)	Form of 7.250% Senior Note due 2023 (included in Exhibit 4.6(a) hereto).

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
4.6(c)	Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee, related to Beazer's 7.250% Senior Notes due 2023 — incorporated herein by reference to Exhibit 4.6(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.7(a)	Indenture, dated September 30, 2013, for 7.500% Senior Notes due 2021, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on October 1, 2013 (File No. 001-12822).
4.7(b)	Form of 7.500% Senior Note due 2021 (included in Exhibit 4.7(a) hereto).
4.7(c)	Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee, related to Beazer's 7.500% Senior Notes due 2021 — incorporated herein by reference to Exhibit 4.7(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.8(a)	Indenture, dated April 8, 2014, for 5.750% Senior Notes due 2019, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on April 9, 2014 (File No. 001-12822).
4.8(b)	Form of 5.750% Senior Note due 2019 (included in Exhibit 4.8(a) hereto).
4.8(c)	Registration Rights Agreement for 5.750% Senior Notes due 2019, dated April 8, 2014, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto, and Citigroup Global Markets Inc. — incorporated herein by reference to Exhibit 4.3 of the Company's Form 8-K filed on April 9, 2014 (File No. 001-12822).
4.9*	Form of Guarantee Agreement
4.10*	Form of Warrant Agreement
4.11*	Form of Warrant Certificate
4.12*	Form of Rights Certificate
4.13*	Form of Rights Agent Agreement
4.14*	Certificate of Designation for Preferred Stock
4.15*	Form of Preferred Stock Certificate
4.16*	Form of Depositary Agreement
4.17*	Form of Depositary Receipt
4.18*	Form of Stock Purchase Contract
4.19*	Form of Stock Purchase Unit
5.1**	Opinion of King & Spalding LLP
5.2**	Opinion of Barnes & Thornburg LLP
5.3**	Opinion of Holland & Knight LLP
5.4**	Opinion of Ireland Stapleton Pryor & Pascoe, PC
5.5**	Opinion of Greenbaum, Rowe, Smith & Davis LLP
5.6**	Opinion of Walsh, Colucci, Lubeley & Walsh P.C.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
5.7**	Opinion of Hunton & Williams LLP
12.1**	Statement of Computation of Ratio of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Dividends
23.1**	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm
23.2**	Consent of King & Spalding LLP (included in Exhibit 5.1 hereto)
23.3**	Consent of Barnes & Thornburg LLP (included in Exhibit 5.2 hereto)
23.4**	Consent of Holland & Knight LLP (included in Exhibit 5.3 hereto)
23.5**	Consent of Ireland Stapleton Pryor & Pascoe, PC (included in Exhibit 5.4 hereto)
23.6**	Consent of Greenbaum, Rowe, Smith & Davis LLP (included in Exhibit 5.5 hereto)
23.7**	Consent of Walsh, Colucci, Lubeley & Walsh P.C. (included in Exhibit 5.6 hereto)
23.8**	Consent of Hunton & Williams LLP (included in Exhibit 5.7 hereto)
24.1**	Powers of Attorney (included on the signature pages hereto)
25.1**	Form T-1 Statement of Eligibility and Qualification of the Trustee under the Indenture with respect to the Senior Debt Securities
25.2**	Form T-1 Statement of Eligibility and Qualification of the Trustee under the Indenture with respect to the Subordinated Debt Securities

\* To be filed by amendment or as an exhibit to a current report on Form 8-K of the registrant in connection with the issuance of securities.

\*\* Filed herewith.

### **Item 17. Undertakings.**

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(b) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(c) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

## [Table of Contents](#)

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(a) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(b) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

5. That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: (i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

6. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

7. In the event that rights or warrants are to be offered to existing security holders and any securities not taken by the security holders are to be offered to the public, the registrant hereby undertakes to supplement the prospectus, after the expiration of the applicable subscription period, to set forth the results of the applicable

## Table of Contents

subscription offer, the transactions by the underwriters during the applicable subscription period, the amount of unsubscribed securities to be purchased by the underwriters, and the terms of any subsequent reoffering thereof. If any public offering by the underwriters is to be made on terms differing from those set forth on the cover page of the prospectus, a post-effective amendment will be filed to set forth the terms of such offering.

8. If and when applicable, the undersigned registrant, hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

9. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, and will be governed by the final adjudication of such issue.

10. That, for purposes of determining any liability under the Securities Act of 1933:

(a) The information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and

(b) Each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.



[Table of Contents](#)

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> <i>/s/ Norma A. Provencio</i> <b>Norma A. Provencio</b>	Director	June 10, 2014
<hr/> <i>/s/ Larry T. Solari</i> <b>Larry T. Solari</b>	Director	June 10, 2014
<hr/> <i>/s/ Stephen P. Zelnak, Jr.</i> <b>Stephen P. Zelnak, Jr.</b>	Director	June 10, 2014







## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each of the following registrants has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on June 10, 2014.

**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/ Robert L. Salomon

**Robert L. Salomon**  
**Executive Vice President**

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Allan P. Merrill, Robert L. Salomon and Kenneth F. Khoury his true and lawful attorney-in-fact and agent, with full power of substitution, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file this registration statement under the Securities Act of 1933, as amended, and any or all amendments (including, without limitation, post-effective amendments), with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he himself might or could do, if personally present, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Allan P. Merrill</u> <b>Allan P. Merrill</b>	President, Chief Executive Officer and Sole Director of Beazer Homes Corp. (Principal Executive Officer)	June 10, 2014
<u>/s/ Robert L. Salomon</u> <b>Robert L. Salomon</b>	Executive Vice President of Beazer Homes Corp. (Principal Financial Officer and Principal Accounting Officer)	June 10, 2014

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on June 10, 2014.

### BEAZER HOMES TEXAS, L.P.

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

By: \_\_\_\_\_ /s/ Robert L. Salomon

**Robert L. Salomon**  
**Executive Vice President**

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Allan P. Merrill, Robert L. Salomon and Kenneth F. Khoury his true and lawful attorney-in-fact and agent, with full power of substitution, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file this registration statement under the Securities Act of 1933, as amended, and any or all amendments (including, without limitation, post-effective amendments), with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he himself might or could do, if personally present, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Allan P. Merrill</u> <b>Allan P. Merrill</b>	President, Chief Executive Officer and Sole Director of Beazer Homes Texas Holdings, Inc. (Principal Executive Officer)	June 10, 2014
<u>/s/ Robert L. Salomon</u> <b>Robert L. Salomon</b>	Executive Vice President of Beazer Homes Texas Holdings, Inc. (Principal Financial Officer and Principal Accounting Officer)	June 10, 2014



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, each of the following registrants has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on June 10, 2014.

**BEAZER-INSPIRADA LLC  
BEAZER SPE, LLC**

By: BEAZER HOMES HOLDINGS CORP.,  
its Sole Member

By: \_\_\_\_\_ /s/ Robert L. Salomon  
**Robert L. Salomon**  
**Executive Vice President**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Allan P. Merrill, Robert L. Salomon and Kenneth F. Khoury his true and lawful attorney-in-fact and agent, with full power of substitution, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file this registration statement under the Securities Act of 1933, as amended, and any or all amendments (including, without limitation, post-effective amendments), with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he himself might or could do, if personally present, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ /s/ Allan P. Merrill <b>Allan P. Merrill</b>	President, Chief Executive Officer and Sole Director of Beazer Homes Holdings Corp. (Principal Executive Officer)	June 10, 2014
_____ /s/ Robert L. Salomon <b>Robert L. Salomon</b>	Executive Vice President of Beazer Homes Holdings Corp. (Principal Financial Officer and Principal Accounting Officer)	June 10, 2014

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on June 10, 2014.

### 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/ Robert L. Salomon  
**Robert L. Salomon**  
Executive Vice President

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Allan P. Merrill, Robert L. Salomon and Kenneth F. Khoury his true and lawful attorney-in-fact and agent, with full power of substitution, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file this registration statement under the Securities Act of 1933, as amended, and any or all amendments (including, without limitation, post-effective amendments), with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he himself might or could do, if personally present, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ /s/ Allan P. Merrill <b>Allan P. Merrill</b>	President, Chief Executive Officer and Sole Director of Beazer Homes Texas Holdings, Inc. (Principal Executive Officer)	June 10, 2014
_____ /s/ Robert L. Salomon <b>Robert L. Salomon</b>	Executive Vice President of Beazer Homes Texas Holdings, Inc. (Principal Financial Officer and Principal Accounting Officer)	June 10, 2014











**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement
3.1(a)(1)	Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. — incorporated herein by reference to Exhibit 3.1 of the Company's Form 10-K for the year ended September 30, 2008 (File No. 001-12822).
3.1(a)(2)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of April 13, 2010 — incorporated herein by reference to Exhibit 3.1 of the Company's Form 10-Q for the quarter ended March 31, 2010 (File No. 001-12822).
3.1(a)(3)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of February 3, 2011 — incorporated herein by reference to Exhibit 3.1 of the Company's Form 8-K filed on February 8, 2011 (File No. 001-12822).
3.1(a)(4)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of October 11, 2012 — incorporated herein by reference to Exhibit 3.1 of the Company's Form 8-K filed on October 12, 2012 (File No. 001-12822).
3.1(a)(5)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of February 2, 2013 — incorporated herein by reference to Exhibit 3.1 of the Company's Form 8-K filed on February 5, 2013 (File No. 001-12822).
3.1(a)(6)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Beazer Homes USA, Inc. as of November 6, 2013 — incorporated herein by reference to Exhibit 3.1 of the Company's Form 8-K filed on November 7, 2013 (File No. 001-12822).
3.1(b)	Articles of Incorporation of April Corporation — incorporated herein by reference to Exhibit 3.1(b) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(c)	Certificate of Incorporation of Beazer Allied Companies Holdings, Inc. — incorporated herein by reference to Exhibit 3.1(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(d)	Articles of Organization of Beazer Clarksburg, LLC — incorporated herein by reference to Exhibit 3.1(d) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(e)	Charter of Beazer Homes Corp. — incorporated herein by reference to Exhibit 3.1(e) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(f)	Certificate of Incorporation of Beazer Homes Holdings Corp. — incorporated herein by reference to Exhibit 3.1(f) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(g)	Certificate of Formation of Beazer Homes Investments, LLC — incorporated herein by reference to Exhibit 3.1(g) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(h)	Certificate of Incorporation of Beazer Homes Sales, Inc. — incorporated herein by reference to Exhibit 3.1(h) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(i)	Certificate of Incorporation of Beazer Homes Texas Holdings, Inc. — incorporated herein by reference to Exhibit 3.1(i) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.1(j)	Certificate of Limited Partnership of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.1(j) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(k)	Articles of Incorporation of Beazer Realty Corp. — incorporated herein by reference to Exhibit 3.1(l) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(l)	Certificate of Incorporation of Beazer Realty, Inc. — incorporated herein by reference to Exhibit 3.1(m) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(m)	Certificate of Formation of Beazer Realty Services, LLC — incorporated herein by reference to Exhibit 3.1(n) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(n)	Articles of Organization of Beazer SPE, LLC — incorporated herein by reference to Exhibit 3.1(o) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(o)	Articles of Incorporation of Beazer/Squires Realty, Inc. — incorporated herein by reference to Exhibit 3.1(p) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(p)	Registration to qualify as a limited liability partnership for Beazer Homes Indiana LLP — incorporated herein by reference to Exhibit 3.1(q) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(q)	Certificate of Formation of Beazer Commercial Holdings, LLC — incorporated herein by reference to Exhibit 3.1(r) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(r)	Certificate of Incorporation of Beazer General Services, Inc. — incorporated herein by reference to Exhibit 3.1(s) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(s)	Certificate of Incorporation of Beazer Homes Indiana Holdings Corp. — incorporated herein by reference to Exhibit 3.1(t) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(t)	Certificate of Incorporation of Beazer Realty Los Angeles, Inc. — incorporated herein by reference to Exhibit 3.1(u) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(u)	Certificate of Incorporation of Beazer Realty Sacramento, Inc. — incorporated herein by reference to Exhibit 3.1(v) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(v)	Certificate of Limited Partnership of BH Building Products, LP — incorporated herein by reference to Exhibit 3.1(w) of the Company's Registration Statement on Form S-4 filed on August 3, 2005.
3.1(w)	Certificate of Incorporation of Homebuilders Title Services of Virginia, Inc. — incorporated herein by reference to Exhibit 3.1(z) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(x)	Articles of Incorporation of Homebuilders Title Services, Inc. — incorporated herein by reference to Exhibit 3.1(aa) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.1(y)	Articles of Organization of Paragon Title, LLC — incorporated herein by reference to Exhibit 3.1(ab) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(z)	Certificate of Formation of BH Procurement Services, LLC — incorporated herein by reference to Exhibit 3.1(aa) of the Company’s Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.1(aa)	Articles of Organization of Trinity Homes LLC — incorporated herein by reference to Exhibit 3.1(ae) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(ab)	Articles of Organization of Arden Park Ventures, LLC — incorporated herein by reference to Exhibit 3.1(ac) of the Company’s Registration Statement on Form S-4 (Registration No. 333-136649) filed on August 15, 2006.
3.1(ac)	Certificate of Incorporation of Beazer Mortgage Corporation — incorporated herein by reference to Exhibit 3.1(k) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.1(ad)	Certificate of Formation of Dove Barrington Development LLC — incorporated herein by reference to Exhibit 3.1(ae) of the Company’s Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ae)	Certificate of Formation of Beazer Homes Michigan, LLC — incorporated herein by reference to Exhibit 3.1(af) of the Company’s Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(af)	Articles of Organization of Elysian Heights Potomia, LLC — incorporated herein by reference to Exhibit 3.1(ag) of the Company’s Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ag)	Articles of Organization of Clarksburg Arora LLC — incorporated herein by reference to Exhibit 3.1(ah) of the Company’s Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ah)	Articles of Organization of Clarksburg Skylark, LLC — incorporated herein by reference to Exhibit 3.1(ai) of the Company’s Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.1(ai)	Certificate of Formation of Beazer-Inspirada LLC — incorporated herein by reference to Exhibit 3.1(ai) of the Company’s Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
3.2(a)	Fourth Amended and Restated By-laws of Beazer Homes USA, Inc. — incorporated herein by reference to Exhibit 3.3 of the Company’s Form 10-K for the year ended September 30, 2010 (File No. 001-12822).
3.2(b)(1)	By-Laws of April Corporation — incorporated herein by reference to Exhibit 3.2(b) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(b)(2)	Amendment to By-Laws of April Corporation, effective February 14, 2013 — incorporated herein by reference to Exhibit 3.2(b)(2) of the Company’s Registration Statement on Form S-4 (Registration No. 333-187593) filed on March 28, 2013.
3.2(c)	By-Laws of Beazer Allied Companies Holdings, Inc. — incorporated herein by reference to Exhibit 3.2(c) of the Company’s Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.2(d)(1)	Operating Agreement of Beazer Clarksburg, LLC — incorporated herein by reference to Exhibit 3.2(d) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(d)(2)	First Amendment to Operating Agreement of Beazer Clarksburg, LLC — incorporated herein by reference to Exhibit 3.2(x) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(e)(1)	By-Laws of Beazer Homes Corp. — incorporated herein by reference to Exhibit 3.2(e) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(e)(2)	Amendment to By-Laws of Beazer Homes Corp., effective February 14, 2013 — incorporated herein by reference to Exhibit 3.2(e)(2) of the Company's Registration Statement on Form S-4 (Registration No. 333-187593) filed on March 28, 2013.
3.2(f)	By-Laws of Beazer Homes Holdings Corp. — incorporated herein by reference to Exhibit 3.2(f) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(g)	Operating Agreement of Beazer Homes Investments, LLC — incorporated herein by reference to Exhibit 3.2(g) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(h)	By-Laws of Beazer Homes Sales, Inc. — incorporated herein by reference to Exhibit 3.2(h) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(i)	By-Laws of Beazer Homes Texas Holdings, Inc. — incorporated herein by reference to Exhibit 3.2(i) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(j)	Agreement of Limited Partnership of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.2(j) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(k)	By-Laws of Beazer Realty Corp. — incorporated herein by reference to Exhibit 3.2(l) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(l)	By-Laws of Beazer Realty, Inc. — incorporated herein by reference to Exhibit 3.2(m) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(m)	Operating Agreement of Beazer Realty Services, LLC — incorporated herein by reference to Exhibit 3.2(n) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(n)	Operating Agreement of Beazer SPE, LLC — incorporated herein by reference to Exhibit 3.2(o) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(o)(1)	By-Laws of Beazer/Squires Realty, Inc. — incorporated herein by reference to Exhibit 3.2(p) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(o)(2)	Amendment to By-Laws of Beazer/Squires Realty, Inc., effective February 14, 2013 — incorporated herein by reference to Exhibit 3.2(o)(2) of the Company's Registration Statement on Form S-4 (Registration No. 333-187593) filed on March 28, 2013.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.2(p)	Partnership Agreement of Beazer Homes Indiana LLP — incorporated herein by reference to Exhibit 3.2(p) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.2(q)	Operating Agreement of Beazer Commercial Holdings, LLC — incorporated herein by reference to Exhibit 3.2(r) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(r)	By-Laws of Beazer Homes Indiana Holdings Corp. — incorporated herein by reference to Exhibit 3.2(s) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(s)	By-Laws of Beazer Realty Los Angeles, Inc. — incorporated herein by reference to Exhibit 3.2(t) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(t)	By-Laws of Beazer Realty Sacramento, Inc. — incorporated herein by reference to Exhibit 3.2(u) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(u)	Limited Partnership Agreement of BH Building Products, LP — incorporated herein by reference to Exhibit 3.2(v) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(v)	Operating Agreement of BH Procurement Services, LLC — incorporated herein by reference to Exhibit 3.2(w) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(w)	By-Laws of Homebuilders Title Services of Virginia, Inc. — incorporated herein by reference to Exhibit 3.2(y) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(x)	By-Laws of Homebuilders Title Services, Inc. — incorporated herein by reference to Exhibit 3.2(z) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(y)	Amended and Restated Operating Agreement of Paragon Title, LLC — incorporated herein by reference to Exhibit 3.2(aa) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(aa)	Second Amended and Restated Operating Agreement of Trinity Homes LLC — incorporated herein by reference to Exhibit 3.2(ad) of the Company's Registration Statement on Form S-4 (Registration No. 333-112147) filed on January 23, 2004.
3.2(ab)	By-Laws of Beazer General Services, Inc. — incorporated herein by reference to Exhibit 3.2(ad) of the Company's Registration Statement on Form S-4 (Registration No. 333-127165) filed on August 3, 2005.
3.2(ac)	By-Laws of Beazer Mortgage Corporation — incorporated herein by reference to Exhibit 3.2(k) of the Company's Registration Statement on Form S-4 filed on January 23, 2004.
3.2(ad)	Limited Liability Company Agreement of Dove Barrington Development LLC — incorporated herein by reference to Exhibit 3.2(af) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.2(ae)	Operating Agreement of Beazer Homes Michigan, LLC — incorporated herein by reference to Exhibit 3.2(ag) of the Company's Registration Statement on Form S-3 (Registration No. 333-163110) filed on November 13, 2009.
3.2(af)	Amended and Restated Operating Agreement of Elysian Heights Potomac, LLC — incorporated herein by reference to Exhibit 3.2(ah) of the Company's Registration Statement on Form S-4 (Registration No. 333-164459) filed on January 21, 2010.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
3.2(ag)	Amended and Restated Operating Agreement of Clarksburg Arora LLC — incorporated herein by reference to Exhibit 3.2(ai) of the Company's Registration Statement on Form S-4 (Registration No. 333-164459) filed on January 21, 2010.
3.2(ah)	Amended and Restated Operating Agreement of Clarksburg Skylark, LLC — incorporated herein by reference to Exhibit 3.2(aj) of the Company's Registration Statement on Form S-4 (Registration No. 333-164459) filed on January 21, 2010.
3.2(ai)	Operating Agreement of Beazer-Inspirada, LLC — incorporated herein by reference to Exhibit 3.2(ai) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
3.2(aj)	Amendment to Agreement of Limited Partnership of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.2(aj) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
3.2(ak)	Consent to Transfer of Partnership Interest and Joinder to Partnership Agreement of Beazer Homes Texas, L.P. — incorporated herein by reference to Exhibit 3.2(ak) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.1	Section 382 Rights Agreement, dated as of November 6, 2013, and effective as of November 12, 2013, between Beazer Homes USA, Inc. and American Stock Transfer & Trust Company, LLC, as Rights Agent — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on November 7, 2013 (File No. 001-12822).
4.2(a)	Indenture, dated as of April 17, 2002, among Beazer, the Guarantors party thereto and U.S. Bank Trust National Association, as trustee — incorporated herein by reference to Exhibit 4.11 of the Company's Registration Statement on Form S-4 (Registration No. 333-92470) filed on July 16, 2002.
4.2(b)	Seventh Supplement Indenture, dated as of January 9, 2006, to the Trust Indenture dated as of April 17, 2002 — incorporated herein by reference to Exhibit 99.2 of the Company's Form 8-K filed on January 17, 2006 (File No. 001-12822).
4.2(c)	Form of Eighth Supplemental Indenture, dated June 6, 2006, by and among Beazer, the guarantors named therein and UBS Securities LLC, Citigroup Global Markets Inc., J.P. Morgan Securities, Inc., Wachovia Capital Markets, LLC, Deutsche Bank Securities Inc., BNP Paribas Securities Corp. and Greenwich Capital Markets, related to Beazer's 8.125% Senior Notes due 2016 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on June 8, 2006 (File No. 001-12822).
4.2(d)	Ninth Supplemental Indenture, dated October 26, 2007, amending and supplementing the Indenture, dated April 17, 2002, among Beazer, US Bank National Association, as trustee, and the subsidiary guarantors party thereto — incorporated herein by reference to Exhibit 10.3 of the Company's Form 8-K filed on October 30, 2007 (File No. 001-12822).
4.2(e)	Twelfth Supplemental Indenture, dated May 10, 2010, between Beazer and U.S. Bank National Association, as trustee, related to Beazer's 7.00% Senior Amortizing Notes due 2013 — incorporated herein by reference to Exhibit 4.4 of the Company's Form 8-K filed on May 10, 2010 (File No. 001-12822).
4.2(f)	Fourteenth Supplemental Indenture, dated November 12, 2010, between Beazer, the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee, related to Beazer's 9.125% Senior Notes due 2019 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on November 18, 2010 (File No. 001-12822).

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
4.2(g)	Fifteenth Supplemental Indenture, dated July 22, 2011, between Beazer and U.S. Bank National Association, as trustee, amending and supplementing the Thirteenth Supplemental Indenture, dated May 20, 2010, and the Fourteenth Supplemental Indenture, dated November 12, 2010 — incorporated herein by reference to Exhibit 10.2 of the Company's Form 10-Q for the quarter ended June 30, 2011 (File No. 001-12822).
4.2(h)	Sixteenth Supplemental Indenture, dated July 16, 2012, between Beazer and U.S. Bank National Association, as trustee, related to Beazer's 6.00% Senior Amortizing Notes due 2015 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on July 16, 2012 (File No. 001-12822).
4.2(i)	Seventeenth Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.2(i) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.3(a)	Form of Junior Subordinated indenture between Beazer and JPMorgan Chase Bank, National Association, dated June 15, 2006 — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on June 21, 2006 (File No. 001-12822).
4.3(b)	Form of the Amended and Restated Trust Agreement among Beazer, JPMorgan Chase Bank, National Association, Chase Bank USA, National Association and certain individuals named therein as Administrative Trustees, dated June 15, 2006 — incorporated herein by reference to Exhibit 4.2 of the Company's Form 8-K filed on June 21, 2006 (File No. 001-12822).
4.4(a)	Indenture, dated January 12, 2010, between Beazer Homes USA, Inc. and the U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on January 12, 2010 (File No. 001-12822).
4.4(b)	First Supplemental Indenture, dated January 12, 2010, between Beazer and U.S. Bank National Association, as trustee, related to Beazer's 7 1/2% Mandatory Convertible Subordinated Notes due 2013 — incorporated herein by reference to Exhibit 4.2 of the Company's Form 8-K filed on January 12, 2010 (File No. 001-12822).
4.4(c)	Form of Subordinated Debt Security (included in Exhibit 4.4(a) hereto)
4.5(a)	Indenture, dated July 18, 2012, for 6.625% Senior Secured Notes due 2018, between Beazer Homes USA, Inc., the subsidiary guarantors party thereto, U.S. Bank National Association, as trustee, and Wilmington Trust, National Association, as collateral trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on July 20, 2012 (File No. 001-12822).
4.5(b)	Form of 6.625% Senior Secured Note due 2018 (included in Exhibit 4.5(a) hereto).
4.5(c)	Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee, related to Beazer's 6.625% Senior Secured Notes due 2018 — incorporated herein by reference to Exhibit 4.5(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.6(a)	Indenture, dated February 1, 2013, for 7.250% Senior Notes due 2023, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on February 5, 2013 (File No. 001-12822).
4.6(b)	Form of 7.250% Senior Note due 2023 (included in Exhibit 4.6(a) hereto).
4.6(c)	Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee, related to Beazer's 7.250% Senior Notes due 2023 — incorporated herein by reference to Exhibit 4.6(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
4.7(a)	Indenture, dated September 30, 2013, for 7.500% Senior Notes due 2021, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on October 1, 2013 (File No. 001-12822).
4.7(b)	Form of 7.500% Senior Note due 2021 (included in Exhibit 4.7(a) hereto).
4.7(c)	Supplemental Indenture, dated April 2, 2014, between Beazer-Inspirada LLC and U.S. Bank National Association, as trustee, related to Beazer's 7.500% Senior Notes due 2021 — incorporated herein by reference to Exhibit 4.7(c) of the Company's Registration Statement on Form S-4 (Registration No. 333-196637) filed on June 10, 2014.
4.8(a)	Indenture, dated April 8, 2014, for 5.750% Senior Notes due 2019, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee — incorporated herein by reference to Exhibit 4.1 of the Company's Form 8-K filed on April 9, 2014 (File No. 001-12822).
4.8(b)	Form of 5.750% Senior Note due 2019 (included in Exhibit 4.8(a) hereto).
4.8(c)	Registration Rights Agreement for 5.750% Senior Notes due 2019, dated April 8, 2014, by and among Beazer Homes USA, Inc., the subsidiary guarantors party thereto, and Citigroup Global Markets Inc. — incorporated herein by reference to Exhibit 4.3 of the Company's Form 8-K filed on April 9, 2014 (File No. 001-12822).
4.9*	Form of Guarantee Agreement
4.10*	Form of Warrant Agreement
4.11*	Form of Warrant Certificate
4.12*	Form of Rights Certificate
4.13*	Form of Rights Agent Agreement
4.14*	Certificate of Designation for Preferred Stock
4.15*	Form of Preferred Stock Certificate
4.16*	Form of Depositary Agreement
4.17*	Form of Depositary Receipt
4.18*	Form of Stock Purchase Contract
4.19*	Form of Stock Purchase Unit
5.1**	Opinion of King & Spalding LLP
5.2**	Opinion of Barnes & Thornburg LLP
5.3**	Opinion of Holland & Knight LLP
5.4**	Opinion of Ireland Stapleton Pryor & Pascoe, PC
5.5**	Opinion of Greenbaum, Rowe, Smith & Davis LLP
5.6**	Opinion of Walsh, Colucci, Lubeley & Walsh P.C.
5.7**	Opinion of Hunton & Williams LLP
12.1**	Statement of Computation of Ratio of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Dividends
23.1**	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm
23.2**	Consent of King & Spalding LLP (included in Exhibit 5.1 hereto)

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
23.3**	Consent of Barnes & Thornburg LLP (included in Exhibit 5.2 hereto)
23.4**	Consent of Holland & Knight LLP (included in Exhibit 5.3 hereto)
23.5**	Consent of Ireland Stapleton Pryor & Pascoe, PC (included in Exhibit 5.4 hereto)
23.6**	Consent of Greenbaum, Rowe, Smith & Davis LLP (included in Exhibit 5.5 hereto)
23.7**	Consent of Walsh, Colucci, Lubeley & Walsh P.C. (included in Exhibit 5.6 hereto)
23.8**	Consent of Hunton & Williams LLP (included in Exhibit 5.7 hereto)
24.1**	Powers of Attorney (included on the signature pages hereto)
25.1**	Form T-1 Statement of Eligibility and Qualification of the Trustee under the Indenture with respect to the Senior Debt Securities
25.2**	Form T-1 Statement of Eligibility and Qualification of the Trustee under the Indenture with respect to the Subordinated Debt Securities

---

\* To be filed by amendment or as an exhibit to a current report on Form 8-K of the registrant in connection with the issuance of securities.

\*\* Filed herewith.

## KING &amp; SPALDING

King & Spalding LLP  
1180 Peachtree Street N.E.  
Atlanta, Georgia 30309-3521  
Phone: 404/ 572-4600  
Fax: 404/572-5100  
www.kslaw.com

June 10, 2014

Beazer Homes USA, Inc.  
1000 Abernathy Road, Suite 260  
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.—Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel for Beazer Homes USA, Inc., a Delaware corporation (the “Company”), and the subsidiaries of the Company listed on Schedule I hereto (the “Guarantors”), in connection with the preparation of a Registration Statement on Form S-3 (the “Registration Statement”) under the Securities Act of 1933, as amended. The Registration Statement relates to (i) shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), including associated preferred stock purchase rights (the “Preferred Stock Purchase Rights”) for shares of the Company’s Series A Junior Participating Preferred Stock, (ii) shares of the Company’s preferred stock, par value \$0.01 per share (the “Preferred Stock”), (iii) the Company’s senior debt securities (the “Senior Debt Securities”) and the Company’s subordinated debt securities (the “Subordinated Debt Securities” and, together with the Senior Debt Securities, the “Debt Securities”), (iv) guarantees (the “Guarantees”) of the Debt Securities by the subsidiaries (the “Subsidiary Guarantors”) listed on Schedule I hereto, (v) the Company’s depositary shares representing interests in fractional shares of Preferred Stock (the “Depositary Shares”), (vi) the Company’s warrants to purchase Common Stock, Preferred Stock, Debt Securities or other securities (the “Warrants”), (vii) the Company’s rights to purchase Common Stock, Preferred Stock, Depositary Shares or Debt Securities (the “Rights”), (viii) the Company’s stock purchase contracts to purchase Common Stock or other securities (the “Stock Purchase Contracts”), (ix) the Company’s obligations under stock purchase units, each representing ownership of Stock Purchase Contracts and debt securities, preferred securities, warrants or debt obligations of third parties, including U.S. treasury securities, securing a holder’s obligation to purchase the securities under such Stock Purchase Contracts (the “Stock Purchase Units”), and (x) units issued by the Company comprised of any of the foregoing securities listed in (i) through (ix) above (the “Units”), or any combination of the foregoing, each on the terms to be determined at the time of each offering, in an aggregate amount not to exceed \$750,000,000.

In our capacity as such counsel, we have reviewed (a) the Indenture, dated as of April 17, 2002, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the “Trustee”), related to the Senior Debt Securities, (b) the Indenture, dated as of

January 12, 2010, among the Company and the Trustee, related to the Subordinated Debt Securities, and (c) the Section 382 Rights Agreement (the "382 Rights Agreement") related to the Preferred Stock Purchase Rights, dated as of November 6, 2013, between the Company and American Stock Transfer & Trust Company, LLC, as rights agent (the "382 Rights Agent"). Each of the Indentures referenced in clauses (a) and (b) is referred to herein as an "Indenture". We have assumed that (i) each Indenture has been duly authorized and executed by the Trustee and constitutes a valid and binding agreement of the Trustee and (ii) the 382 Rights Agreement has been duly authorized and executed by the 382 Rights Agent and constitutes a valid and binding agreement of the 382 Rights Agent.

The Depositary Shares are to be issued from time to time pursuant to a deposit agreement (the "Deposit Agreement") to be entered into between the Company and a bank or trust company (the "Depositary") selected by the Company. The Warrants will be issued under a warrant agreement (the "Warrant Agreement") between the Company and a warrant agent (the "Warrant Agent") selected by the Company. The Rights will be issued pursuant to a rights agreement (the "Rights Agreement") between the Company and a rights agent (the "Rights Agent") selected by the Company. The Stock Purchase Contracts will be issued pursuant to a purchase contract agreement (the "Purchase Contract Agreement") between the Company and a purchase contract agent (the "Purchase Contract Agent") selected by the Company. The Stock Purchase Units will be issued pursuant to a stock purchase unit agreement (the "Stock Purchase Unit Agreement") between the Company and a stock purchase unit agent (the "Stock Purchase Unit Agent") selected by the Company. The Units will be issued pursuant to a unit agreement (the "Unit Agreement") between the Company and a unit agent (the "Unit Agent") selected by the Company. The Deposit Agreement, the Warrant Agreement, the Rights Agreement, the Purchase Contract Agreement, the Stock Purchase Unit Agreement and the Unit Agreement are hereinafter referred to collectively as the "Transaction Agreements."

We have assumed that the execution and delivery of, and the performance of all obligations under, the Transaction Agreements will be duly authorized by all requisite action by the parties thereto, that the Transaction Agreements will be duly executed and delivered by the parties thereto, that the Deposit Agreement will be a valid and binding agreement of the Depositary, enforceable against the Depositary in accordance with its terms, that the Warrant Agreement will be a valid and binding agreement of the Warrant Agent, enforceable against the Warrant Agent in accordance with its terms, that the Rights Agreement will be a valid and binding agreement of the Rights Agent, enforceable against the Rights Agent in accordance with its terms, that the Purchase Contract Agreement will be a valid and binding agreement of the Purchase Contract Agent, enforceable against the Purchase Contract Agent in accordance with its terms, that the Stock Purchase Unit Agreement will be a valid and binding agreement of the Stock Purchase Unit Agent, enforceable against the Stock Purchase Unit Agent in accordance with its terms and that the Unit Agreement will be a valid and binding agreement of the Unit Agent, enforceable against the Unit Agent in accordance with its terms.

We have also reviewed such matters of law and examined original, certified, conformed or photographic copies of such other documents, records, agreements and certificates as we have deemed necessary as a basis for the opinions hereinafter expressed. In such review, we have assumed the genuineness of signatures on all documents submitted to us as originals and the conformity to original documents of all copies submitted to us as certified, conformed or

photographic copies. We have relied, as to the matters set forth therein, on certificates of public officials. As to certain matters of fact material to this opinion, we have relied, without independent verification, upon certificates of the Company and the Guarantors.

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

1. Upon the due authorization of the issuance of shares of Common Stock and the issuance and sale thereof as described in the Registration Statement, such shares of Common Stock will be validly issued, fully paid and nonassessable and the associated Preferred Stock Rights will constitute the valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms.
2. Upon the due authorization of the issuance of shares of Preferred Stock and the issuance and sale thereof as described in the Registration Statement, such shares of Preferred Stock will be validly issued, fully paid and nonassessable
3. Upon due authorization, the Debt Securities, when (a) the definitive terms and provisions of such Debt Securities have been duly established, (b) any supplemental indenture has been duly executed and delivered by the Company, the Guarantors (if any) and the Trustee and (c) when the Debt Securities are duly executed and delivered by the Company and authenticated by the Trustee in accordance with the applicable Indenture and paid for by the purchasers thereof, the Debt Securities will be legally issued by the Company and will constitute the valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms;
4. Upon due authorization, the Guarantees, when (a) the definitive terms and provisions of such Guarantees have been duly established, (b) a supplemental indenture providing for the Guarantees has been duly executed and delivered by the Company, the Guarantors and the Trustee and (c) when the Debt Securities are duly executed and delivered by the Company and the Guarantors and authenticated by the Trustee in accordance with the applicable Indenture and when the Debt Securities have been paid for by the purchasers thereof, the Guarantees will constitute valid and legally binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms;
5. Upon the due authorization of the issuance of the Depositary Shares and the issuance and delivery thereof in accordance with the terms of the applicable Deposit Agreement, such Depositary Shares will have been validly issued, will represent a valid evidence of interest in the related Preferred Stock and will entitle the holders thereof to the rights specified in the Deposit Agreement;
6. Upon the due authorization of the Warrants and when duly executed by the Company and countersigned by the Warrant Agent in accordance with the applicable Warrant Agreement, the Warrants will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms;
7. Upon the due authorization of the Rights and when duly executed by the Company and countersigned by the Rights Agent in accordance with the applicable Rights Agreement, the Rights will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms;

8. Upon the due authorization of the Stock Purchase Contracts and when duly executed by the Company and countersigned by the Purchase Contract Agent in accordance with the applicable Purchase Contract Agreement, the Stock Purchase Contracts will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; and
9. Upon the due authorization of the Stock Purchase Units and when duly executed by the Company and countersigned by the Stock Purchase Unit Agent in accordance with the applicable Stock Purchase Unit Agreement, the Stock Purchase Units will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
10. Upon the due authorization of the Units and when duly executed by the Company and countersigned by the Unit Agent in accordance with the applicable Unit Agreement, the Units will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinions set forth above are subject, as the enforcement of remedies, to bankruptcy, insolvency, reorganization, preference, receivership, moratorium, fraudulent conveyance or similar laws relating to or affecting the enforcement of creditors' rights generally and to the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought.

This opinion is limited in all respects to the laws of the States of Colorado, Florida, Georgia, Indiana, Maryland, New Jersey, New York, North Carolina, Tennessee and Virginia, the Delaware Limited Liability Company Act and the Delaware General Corporation Law, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect that such laws may have on the opinions expressed herein. This opinion is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein.

With respect to matters governed by the laws of the States listed on Schedule II, we have relied, with the consent of the respective counsel listed on Schedule II, upon their opinions, dated as of the date hereof, and our opinions with respect to such matters are subject to the same qualifications, assumptions and limitations as are set forth in those opinions.

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, in each case, subsequent to the effectiveness of the Registration Statement, which could affect the opinions contained herein. This opinion is being rendered for the benefit of the Company and the Guarantors in connection with the matters addressed herein.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to this firm under the caption "Legal Matters" in the Registration Statement.

Very truly yours,

/s/ King & Spalding LLP

## Schedule I

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  
Beazer-Inspirada LLC

---

## Schedule II

Barnes & Thornburg LLP

Holland & Knight LLP

Ireland Stapleton Pryor & Pascoe, PC

Greenbaum, Rowe, Smith & Davis LLP

Walsh, Colucci, Lubeley & Walsh PC

Hunton & Williams LLP

Indiana

Florida

Colorado

New Jersey

Maryland

Tennessee, Virginia

## [Letterhead of Barnes &amp; Thornburg LLP]

June 10, 2014

Beazer Homes USA, Inc.  
1000 Abernathy Road  
Suite 260  
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.  
Registration Statement on Form S-3

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 indirect subsidiaries of Beazer Homes USA, Inc., a Delaware corporation ("Beazer"), in connection with a Registration Statement on Form S-3 (the "Registration Statement"), to be filed on June 10, 2014 by Beazer and the direct and indirect subsidiaries of Beazer listed in the Registration Statement, including the Guarantors, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act") and the related prospectus contained therein (the "Prospectus"), and one or more supplements to the Prospectus.

The Registration Statement relates to the issuance by Beazer of up to \$750,000,000 in aggregate principal amount of securities, including (i) senior debt securities (the "Senior Notes") and (ii) subordinated debt securities (the "Subordinated Notes", and together with the Senior Notes, the "Notes"). All capitalized terms used and not otherwise defined shall have the meanings assigned to such terms in the Registration Statement.

In conjunction with any issuance of the Senior Notes, the Guarantors and certain other subsidiaries listed in the Registration Statement may issue guarantees with respect to (i) the Senior Notes (collectively, the "Senior Guarantees") and (ii) the Subordinated Notes (collectively, the "Subordinated Guarantees, and together with the Senior Guarantees, the "Guarantees").

The Senior Notes and the Senior Guarantees would be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Senior Indenture"), by and among Beazer, U.S. Bank National Association, as trustee (the "Trustee"), the Guarantors and the other guarantors signatory thereto.

The Subordinated Notes and the Subordinated Guarantees would be issued pursuant to the Indenture, dated as of January 12, 2010 (the "Subordinated Indenture"), by and among Beazer, Trustee, the Guarantors and the other guarantors signatory thereto

We have assumed, with your permission, that (i) neither the Senior Indenture nor the Subordinated Indenture have been further amended, modified or supplemented with respect to the provisions related to the Guarantees, (ii) all relevant actions will have been taken in the future for the issuance of the Guarantees, including, without limitation, that the execution and delivery by each of the Guarantors of supplemental indentures providing for the Guarantees and the Guarantees, themselves, and the performance of their obligations thereunder will have been, prior to issuance of the Guarantees, duly authorized by all necessary limited liability company or limited liability partnership or other action, as applicable, (iii) the substantive provisions of the Senior Guarantees, when issued, will be identical to the description of the Senior Guarantees set forth in the Senior Indenture and (iv) the substantive provisions of the Subordinated Guarantees, when issued, will be identical to the description of the Subordinated Guarantees set forth in the Subordinated Indenture.

As such counsel and for purposes of our opinions set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including, without limitation, the Registration Statement, the Senior Indenture and the Subordinated Indenture.

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; (ii) the due execution and delivery of all agreements, instruments and other documents by all the parties thereto; (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; and (viii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and the Guarantors 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 Guarantors, including without limitation those factual matters included in the Registration Statement.

Based on the foregoing and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, 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 and 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.
2. Paragon Title, LLC is validly existing as a limited liability company under the laws of the State of Indiana.
3. Trinity Homes, LLC is validly existing as a limited liability company under the laws of the State of Indiana.
4. Beazer Homes Indiana, LLP has all requisite partnership power and authority 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.
5. Paragon Title, LLC has all requisite limited liability company power and authority 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.
6. Trinity Homes, LLC has all requisite limited liability company power and authority 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.

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

We are members 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 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 effectiveness of the Registration Statement even though the change may affect the legal analysis or a legal conclusion or other matters in this opinion letter.

We hereby consent to reliance on this opinion letter and the opinions provided herein by the law firm King & Spalding LLP in and in connection with the legal opinion

provided by that law firm that is included as an exhibit to the Registration Statement. We hereby consent to the inclusion of this opinion as an exhibit to 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

# Holland & Knight

200 South Orange Avenue, Suite 2600 | Orlando, FL 32801 | T 407.425.8500 | F 407.244.5288  
Holland & Knight LLP | www.hkllaw.com

June 10, 2014

Beazer Homes USA, Inc.  
1000 Abernathy Road  
Suite 260  
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.  
Registration Statement on Form S-3 for Registration of Senior Debt Securities and Subordinated Debt Securities and Related Subsidiary  
Guarantees—Florida Local Counsel Opinion

Ladies and Gentlemen:

We have acted as counsel to Arden Park Ventures, LLC, a Florida limited liability company ("Arden Park"), a subsidiary of Beazer Homes Corp. ("Beazer Homes"), with respect to certain matters in connection with the registration by Beazer Homes USA, Inc. ("Beazer") of (a) certain Senior Debt Securities (the "Senior Debt Securities") pursuant to the Indenture dated April 17, 2002 with U.S. Bank National Association, as Trustee (the "Trustee"), as supplemented (the "Senior Indenture"), and (b) certain Subordinated Debt Securities (the "Subordinated Debt Securities," and collectively with the Senior Debt Securities, the "New Debt Securities") pursuant to the Indenture dated January 12, 2010 with the Trustee, as supplemented (the "Subordinated Indenture," and collectively with the Senior Indenture, the "Indentures"). The New Debt Securities will be registered on a Registration Statement on Form S-3 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and the related prospectus (the "Prospectus"). In connection with the registration of the New Debt Securities, Arden Park and certain other Subsidiary Guarantors listed in the Registration Statement and in the Indentures will register guarantees with respect to the New Debt Securities (collectively, the "Subsidiary Guarantees") pursuant to supplemental indentures to be executed and delivered with respect to each of the Indentures (collectively, the "New Supplemental Indentures").

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

(a) the Indentures, as they exist on the date hereof (*i.e.* exclusive of any of the New Supplemental Indentures to be executed and delivered in the future for the purpose of providing for the Subsidiary Guarantees);

(b) a Certificate of Good Standing with respect to Arden Park issued by the Florida Department of State and dated June 2, 2014 and updated by search of the Florida Department of State website through the date hereof; and

(c) certified Articles of Organization of Arden Park that were filed on December 16, 2004.

In addition, we have reviewed such 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 Arden Park.

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

1. Arden Park is a validly existing Florida limited liability company and is in good standing under the laws of Florida, the jurisdiction of its formation.
2. Arden Park has all requisite power and authority, limited liability company or otherwise, to execute, deliver and perform all of its obligations under the Subsidiary Guarantees.

In rendering the opinion contemplated by item 2 above, we have assumed with your permission that relevant actions will have been taken in the future for issuance of the Subsidiary Guarantees, including that (a) the terms of the Subsidiary Guarantees will have been duly authorized by all requisite action of Arden Park, (b) New Supplemental Indentures providing for the Subsidiary Guarantees will have been duly authorized, executed, and delivered by Arden Park, (c) the Subsidiary Guarantees of the Senior Debt Securities will comport with the form of notation of guarantee contemplated by Exhibit A to the Senior Indenture, (d) the Subsidiary Guarantees of the Subordinated Debt Securities will conform to the requirements of Article XIV of the Subordinated Indenture, and (e) all Subsidiary Guarantees of the New Debt Securities will conform to the description thereof in the Registration Statement.

The opinions set forth above are subject to the following additional 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.

B. 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.

C. This opinion has been prepared for your use in connection with the Registration Statement and may not be relied upon for any other purpose. King & Spalding LLP may rely on this opinion in connection with the issuance of its opinion to be given in connection with the Registration Statement.

We hereby consent to the inclusion of this opinion as an exhibit to 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

/s/ Holland & Knight LLP



June 10, 2014

Beazer Homes USA, Inc.  
 1000 Abernathy Road  
 Suite 260  
 Atlanta, Georgia 30328

**Re: Beazer Homes USA, Inc. – Registration Statement on Form S-3 and Shelf Registration**

Ladies and Gentlemen:

We have acted as special Colorado 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 registration statement on Form S-3 (the “**Registration Statement**”), filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “**Act**”), relating to the proposed offering and sale from time to time of up to \$750,000,000 aggregate principal amount of certain Beazer securities including, without limitation, senior debt securities (“**Senior Debt Securities**”) and subordinated debt securities (“**Subordinated Debt Securities**”). In conjunction with the issuance of the Senior Debt Securities and the Subordinated Debt Securities, the Guarantor may issue a guarantee with respect to such securities (the “**Guarantee**”).

The Senior Debt Securities will be issued, pursuant to an indenture dated as of April 17, 2002 (the “**2002 Indenture**”), by and among Beazer, U.S. Bank National Association, as trustee, the Guarantor and the other guarantors signatory thereto. The Subordinated Debt Securities will be issued, pursuant to an indenture dated as of January 12, 2010 (the “**2010 Indenture**”) and collectively with the 2002 Indenture, the “**Indentures**”), by and among Beazer and U.S. Bank National Association, as trustee. The Guarantee will be issued pursuant to supplemental indentures to the Indentures (the “**Supplemental Indentures**”). This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. § 229.601(b)(5), in connection with the Registration Statement.

We have examined copies of such corporate records, certificates of corporate officers and public officials and such other documents as we have deemed necessary for the purposes of rendering this opinion, including, among other things, (i) the Articles of Incorporation and Bylaws of the Guarantor, as amended through the date hereof, (ii) a Certificate of Good Standing issued by the Secretary of State of Colorado on June 5, 2014, with respect to Guarantor, (iii) a certificate of the Executive Vice President and Secretary of Guarantor, dated as of the date hereof, with respect to certain facts related to Guarantor, (iv) the Indentures and (v) the Registration Statement.

IRELAND STAPLETON PRYOR & PASCOE, PC

717 17TH STREET, SUITE 2800, DENVER CO 80202 TEL 303.623.2700 FAX 303.623.2062 IRELANDSTAPLETON.COM

For purposes of the opinions expressed below, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including electronic copies). We have also assumed that all relevant documents including, without limitation, the Supplemental Indentures, have been (or will be prior to the issuance of the Guarantee) duly authorized, executed and delivered. 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 so examined, the certificate of the Executive Vice President and Secretary of Guarantor, and the certificates of public officials. 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 submitted to us. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

For purposes of this opinion letter, we have further assumed that the Guarantee for the Senior Debt Securities will be issued in accordance with, and will be consistent with, the form of notation contained in Exhibit A to the 2002 Indenture, and that the Guarantee for the Subordinated Debt Securities will be issued in accordance with, and will be consistent with, Article XIV of the 2010 Indenture (without changes permitted by Section 3.1 of the 2010 Indenture). 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 based as to matters of law solely on applicable provisions of the Colorado Business Corporation Act, as amended and currently in effect.

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 Guarantor has the corporate power to execute, deliver and perform the Guarantee.

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.

This opinion letter has been prepared for your use in connection with the Registration Statement and the Guarantee, and no opinion may be inferred or implied beyond the matters expressly contained herein. This opinion letter speaks as of the date hereof. We assume no



# Greenbaum Rowe Smith & Davis LLP

COUNSELORS AT LAW

METRO CORPORATE CAMPUS ONE

P.O. BOX 5600

WOODBIDGE, NJ 07095-0988

(732) 549-5600 fax (732) 549-1881

DELIVERY ADDRESS: 99 WOOD AVENUE SOUTH, ISELIN, NJ 08830-2712  
INFO@GREENBAUMLAW.COM  
WWW.GREENBAUMLAW.COM

ROSELAND OFFICE:  
75 LIVINGSTON AVENUE  
SUITE 301  
ROSELAND, NJ 07068-3701  
(973) 535-1600  
FAX (973) 535-1698

June 10, 2014

Beazer Homes USA, Inc.  
1000 Abernathy Road  
Suite 260  
Atlanta, Georgia 30328

**Re: Beazer Homes USA, Inc.  
Registration Statement on Form S-3**

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 registration by the Company of up to \$750,000,000 of securities, including Senior Notes (the "Senior Notes") and Subordinated Notes (the "Subordinated Notes") and collectively with the Senior Notes, the "Notes"). The Notes will be registered on a Registration Statement on Form S-3 (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"). In conjunction with the registration 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 Senior Notes and the Guarantees with respect to the Senior Notes will be issued pursuant to a supplemental indenture to the senior indenture dated April 17, 2002 (the "Senior Indenture"), among the Company; U.S. Bank National Association, as trustee (the "Trustee"), the Guarantor and the other guarantors signatory thereto.

The Subordinated Notes and the Guarantees with respect to the Subordinated Notes will be issued pursuant to a supplemental indenture to the senior indenture dated January 12, 2010 (the "Subordinated Indenture"), between the Company and the Trustee, as trustee.

In connection with our opinion, we have examined copies, certified or otherwise identified to our satisfaction, of the following documents: (i) the Senior Indenture; (ii) the Subordinated Indenture; (iii) the Certificate of Good Standing of the Guarantor dated June 6, 2014; (iv) the corporate resolutions of the board of directors of the Guarantor, authorizing and approving the filing of the Registration Statement with the Commission under the Act; (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.

In rendering this opinion, we had assumed that in the future the Guarantor will duly authorize the issuance of the guarantees by all requisite corporate action, that the supplemental indentures referred to above providing for the Guarantees will have been duly authorized and executed, and that the Guarantees will conform to the description of such instruments in the Registration Statement.

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.
2. The Guarantor has the corporate power to execute, deliver and perform its obligations under the Guarantees.

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 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 Senior Indenture, the Subordinated Indenture and the Guarantees. This opinion speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the effective date of the Registration Statement.

We hereby consent to reliance on this opinion letter and the opinions provided herein by the law firm King & Spalding LLP in and in connection with the legal opinion provided by that law firm that is included as an exhibit to the Registration Statement.

We hereby consent to the inclusion of this opinion as an exhibit to 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,

/s/ Greenbaum, Rowe, Smith & Davis LLP

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

June 10, 2014

Beazer Homes USA, Inc.  
1000 Abernathy Road  
Suite 260  
Atlanta, Georgia 30328

Re: Beazer Homes USA, Inc.  
Registration Statement on Form S-3

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"), in connection with the Form S-3 Registration Statement (the "Registration Statement") filed by Beazer and the subsidiaries of Beazer listed in the Registration Statement, including the Guarantors, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the registration by Beazer of up to \$750,000,000 in aggregate of senior debt securities, subordinated debt securities, common stock, preferred stock, depositary shares, warrants, rights, stock purchase contracts, stock purchase units or units. If issued, the senior debt securities (the "Senior Notes") and the subordinated debt securities (the "Subordinated Notes") may be guaranteed (the "Guarantees") by one or more Guarantors (or all Guarantors). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Registration Statement.

It is our understanding that any Senior Notes would be issued pursuant to the Indenture, dated as of April 17, 2002 (the "Base Senior Indenture"), by and between Beazer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a new supplemental indenture by and among Beazer, the Trustee, one or more Guarantors (or all Guarantors) and the other guarantors signatory thereto (the "Senior Supplemental Indenture" and, together with the Base Senior Indenture, the "Senior Indenture"). It also is our understanding that any Subordinated Notes would be issued pursuant to the Indenture, dated as of January 12, 2010 (the "Base Subordinated Indenture"), by and between Beazer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a new supplemental indenture by and among Beazer, the Trustee, one or more Guarantors (or all Guarantors) and the other guarantors signatory thereto (the "Subordinated Supplemental Indenture" and, together with the Base Subordinated Indenture, the "Subordinated 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.

As our opinions relate to the possible future issuance of Senior Notes and Subordinated Notes, we have made the following assumptions (collectively, the "Assumptions"):

1. The execution and delivery by each Guarantor of the Senior Indenture and/or the Subordinated Indenture, as applicable, and any Guarantees pursuant thereto, including the terms thereof, and the performance of each Guarantor's respective obligations thereunder have been or will be duly authorized by all necessary limited liability company or other action and any consent or approval of its members will have been obtained;
2. The Senior Notes and/or Subordinated Notes will have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Senior Indenture and the Subordinated Indenture, as applicable.
3. The Guarantees will conform to the description thereof in the Registration Statement.

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

Each of the Guarantors is validly existing as a limited liability company, and in good standing under the laws of the State of Maryland and has all requisite power and authority, limited liability company or otherwise, to conduct its business, to own its properties, and, based

upon the Assumptions, to execute, deliver and perform all of its obligations under its respective Guarantees.

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 subsequent to the effectiveness of the Registration Statement.

2. 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 Senior Indenture and the Subordinated Indenture, any 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 Senior Indenture and the Subordinated Indenture, any 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 any Guarantees or any other document.

We hereby consent to the inclusion of this opinion as an exhibit to 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 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 effectiveness of the Registration Statement. King & Spalding LLP may rely on this opinion in connection with the issuance of its opinion to be given in connection with the Registration Statement.

Very truly yours,

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

/s/ Bryan H. Guidash

HUNTON & WILLIAMS LLP  
 BANK OF AMERICA PLAZA  
 600 PEACHTREE STREET, NE  
 ATLANTA, GEORGIA 30308-2216

TEL 404 • 888 • 4000  
 FAX 404 • 888 • 4190  
 FILE 68727.25

June 10, 2014

Board of Directors  
 Beazer Homes USA, Inc.  
 1000 Abernathy Road, Suite 260  
 Atlanta, Georgia 30328

**Beazer Homes USA, Inc. and Co-Registrants**  
**Registration Statement on Form S-3**

Ladies and Gentlemen:

We have acted as (i) special Virginia counsel to each of (a) Elysian Heights Potomia, LLC, a Virginia limited liability company (“Elysian”), and (b) Homebuilders Title Services of Virginia, Inc., a Virginia corporation (“Homebuilders Title” and, together with Elysian, the “VA Opinion Parties,” and each, a “VA Opinion Party”), and (ii) special Tennessee counsel to Beazer Homes Corp., a Tennessee corporation (the “TN Opinion Party,” and together with the VA Opinion Parties, the “Opinion Parties”), in connection with the filing of a Registration Statement on Form S-3 (the “Registration Statement”) by Beazer Homes USA, Inc., a Delaware corporation (the “Parent”), and certain direct and indirect subsidiaries of the Parent, including the Opinion Parties, identified in the Registration Statement as co-registrants (such direct and indirect subsidiaries of the Parent collectively referred to herein as the “Guarantors”) with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Registration Statement relates to the issuance and sale from time to time by the Parent of (i) the Parent’s senior debt securities (“Senior Debt Securities”) and subordinated debt securities (“Subordinated Debt Securities” and together with the Senior Debt Securities, the “Debt Securities”), (ii) shares of common stock, par value \$0.001 per share, of the Parent ( the “Common Shares”), (iii) shares of preferred stock, par value \$0.01 per share, of the Parent (the “Preferred Shares”), (iv) the Parent’s depository shares representing and interest in a fractional share or multiple shares of preferred stock (the “Depository Shares”), (v) warrants to purchase Common Shares or Preferred Shares of the Parent (the “Warrants”), (vi) rights to purchase Common Shares, Preferred Shares, Depository Shares or Debt Securities of the Parent (the “Rights”), (v) stock purchase contracts (the “Stock Purchase Contracts”) and stock purchase units (the “Stock Purchase Units”), (vi) units representing an interest in one or more securities registered thereby (the “Units”) and (vii) guarantees of the Parent’s Debt Securities by the Guarantors (the “Guarantees,” and together with the Debt Securities, Common Shares, Preferred Shares, Depository Shares, Warrants, Rights, Stock Purchase Contracts, Stock Purchase Units and Units, the “Offered Securities”), having an aggregate maximum offering price not to exceed \$750,000,000.

ATLANTA AUSTIN BANGKOK BEIJING BRUSSELS CHARLOTTE DALLAS HOUSTON LONDON LOS ANGELES  
 McLEAN MIAMI NEW YORK NORFOLK RALEIGH RICHMOND SAN FRANCISCO TOKYO WASHINGTON  
 www.hunton.com

The Offered Securities may be issued and sold from time to time in multiple transactions pursuant to Rule 415 of the General Rules and Regulations promulgated under the Securities Act and as set forth in the Registration Statement, any amendments thereto, the prospectus contained therein and any amendments or supplements thereto. Any Guarantees of Senior Debt Securities will be issued pursuant to a supplemental indenture to an indenture between the Parent and the guarantor parties thereto and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 17, 2002 (the "Senior Base Indenture" and together with a supplemental indenture to such Senior Base Indenture, the "Senior Indenture"), and a notation endorsed on the notes governing the applicable series of Senior Debt Securities by the Guarantors (collectively with the Senior Indenture and the certificates evidencing such notes, the "Senior Note Documents"). Any Guarantees of Subordinated Debt Securities will be issued pursuant to a supplemental indenture to an indenture between the Parent and the Trustee, dated as of January 12, 2010 (the "Subordinated Base Indenture" and together with a supplemental indenture to such Subordinated Base Indenture, the "Subordinated Indenture"), and a notation endorsed on the notes governing the applicable series of Subordinated Debt Securities by the Guarantors (collectively with the Subordinated Indenture and the certificates evidencing such notes, the "Subordinated Note Documents," and together with the Senior Note Documents, the "Note Documents").

This opinion is being furnished in accordance with the requirements of Item 16 of Form S-3 and Item 601(b)(5)(i) of Regulation S-K.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate or limited liability company records, certificates of corporate or limited liability company officers and public officials and such other documents as we have deemed necessary for the purposes of rendering this opinion, including, among other things, (i) the articles of incorporation, charter, bylaws, articles of organization and operating agreement, as applicable, of the Opinion Parties, as amended through the date hereof and as certified by the secretary of each Opinion Party or its sole member, as applicable, (ii) the resolutions of the board of directors or sole member, as applicable, of each of the Opinion Parties, effective as of June 5, 2014, (iii) the certificates of good standing issued by the State Corporation Commission of the Commonwealth of Virginia on June 4, 2014, and confirmed on the date hereof, with respect to the VA Opinion Parties (the "Good Standing Certificates"), (iv) certificate of existence issued by the Secretary of State of the State of Tennessee on June 4, 2014, and confirmed on the date hereof, with respect to the TN Opinion Party (the "Certificate of Existence"), (v) a certificate of the secretary of each Opinion Party or the sole member thereof, as applicable, dated as of the date hereof with respect to certain facts related to such Opinion Party and its corporate records (collectively, "Secretary's Certificates"), (vi) the Senior Base Indenture, (vii) the Subordinated Base Indenture and (viii) the Registration Statement.

For purposes of the opinions expressed below, we have assumed (a) the authenticity of all documents submitted to us as originals, (b) the conformity to the originals of all documents submitted as certified, photostatic or electronic copies and the authenticity of the originals thereof, (c) the legal capacity of natural persons, (d) the genuineness of signatures and the completion of all deliveries not witnessed by us and (e) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof (other than the authorization, execution and delivery of all documents by the Opinion Parties).

As to factual matters, we have relied upon the documents furnished to us by the Parent, the certificates and other comparable documents of officers and representatives of the Opinion Parties and certificates of public officials, without independent verification of their accuracy.

We express no opinion as to the law of any jurisdiction other than the laws of the Commonwealth of Virginia and the State of Tennessee.

Based upon the foregoing, and such other documents and matters as we have deemed necessary and appropriate to render the opinions set forth below, and subject to the limitations, assumptions and qualifications noted herein, we are of the opinion that each of the Opinion Parties is a validly existing corporation or limited liability company, as applicable, and in good standing, under the laws of its jurisdiction of formation, with all requisite corporate or limited liability company power to execute, deliver and perform the Guarantees under the Note Documents to which it is or may be a party.

The opinion with respect to valid existence and good standing of the Opinion Parties above is based solely on the Good Standing Certificates and the Certificate of Existence, as applicable, and the Secretary's Certificates.

We consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations promulgated thereunder by the Commission. King & Spalding LLP, as counsel to the Parent, may rely on the opinion set forth herein for purposes of any opinions being delivered by King & Spalding LLP and filed as Exhibit 5.1 to the Registration Statement with respect to the legality and validity of the Guarantees being issued under the Registration Statement.

This opinion is limited to the matters stated in this letter, and no opinions may be implied or inferred beyond the matters expressly stated in this letter. This opinion is being delivered and should be understood with reference to customary practice. See "Statement on the Role of Customary Practice in the Preparation and Understanding of Third-Party Legal Opinions," 63 BUS. LAW. 1277 (2008). The opinions expressed in this letter speak only as of its date. We do

not undertake to advise you of any changes in the opinions expressed herein from matters that might hereafter arise or be brought to our attention subsequent to the effectiveness of the Registration Statement.

Very truly yours,

/s/ Hunton & Williams LLP

## Beazer Homes USA, Inc.

## Calculation of Ratio of Earnings to Total Fixed Charges

(\$ in thousands)	2009	2010	2011	2012	2013	Six Months Ended March 31,	
						2013	2014
	unaudited						
<b>Earnings</b>							
Loss before income taxes from continuing operations	(181,781)	(147,925)	(196,818)	(175,970)	(35,653)	(38,646)	(12,186)
Plus: Fixed charges	137,533	130,760	134,490	126,892	116,720	58,323	65,762
Less: Capitalized interest	(50,451)	(53,102)	(57,378)	(53,444)	(55,618)	(25,138)	(34,208)
Add: Interest amortized to COS	54,714	52,243	46,382	60,952	41,246	17,827	14,514
Add: Interest impaired to COS	3,376	2,313	1,907	275	—	—	—
Earnings available for fixed charges	(36,609)	(15,711)	(71,417)	(41,295)	66,695	12,366	33,882
Fixed Charges	137,533	130,760	134,490	126,892	116,720	58,323	65,762
<b>Ratio of Earnings to Fixed Charges(b)</b>	(a)	(a)	(a)	(a)	0.6x	0.2x	0.5x

- (a) Earnings for the fiscal years ended September 30, 2009, 2010, 2011 and 2012 were insufficient to cover fixed charges by \$37 million, \$16 million, \$71 million, and \$41 million, respectively.
- (b) The ratio of earnings to combined fixed charges and preferred dividends is the same as the ratio of earnings to fixed charges for the periods presented because no shares of preferred stock were outstanding during these periods.

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated November 7, 2013, relating to the consolidated financial statements of Beazer Homes USA, Inc., and the effectiveness of its internal control over financial reporting, appearing in the Annual Report on Form 10-K of Beazer Homes USA, Inc. for the year ended September 30, 2013, and to the reference to us under the heading “Experts” in the Prospectus, which is part of such Registration Statement.

/s/ Deloitte & Touche LLP  
Atlanta, Georgia  
June 10, 2014

---

---

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

---

**FORM T-1**

---

**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE** **Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)**

---

**U.S. BANK NATIONAL ASSOCIATION**

(Exact name of Trustee as specified in its charter)

---

**31-0841368**

I.R.S. Employer Identification No.

**800 Nicollet Mall**  
**Minneapolis, Minnesota**  
(Address of principal executive offices)**55402**  
(Zip Code)**William Bryan Echols**  
**U.S. Bank National Association**  
**1349 West Peachtree Street, Suite 1050**  
**Atlanta, GA 30309**  
**(404) 898-8838**

(Name, address and telephone number of agent for service)

---

**Beazer Homes USA, Inc.**  
(Issuer with respect to the Securities)**Delaware**  
(State or other jurisdiction of  
incorporation or organization)**54-2086934**  
(I.R.S. Employer  
Identification No.)**1000 Abernathy Road, Suite 260**  
**Atlanta, Georgia**  
(Address of Principal Executive Offices)**30328**  
(Zip Code)

---

**Senior Debt Securities**  
(Title of the Indenture Securities)

---

---

**FORM T-1**

**Item 1. GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency  
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

**Item 2. AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

**Items 3-15** *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

**Item 16. LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.\*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.\*\*
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2014 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

\* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

\*\* Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-166527 filed on May 5, 2010.

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Atlanta, State of Georgia on the 10th day of June, 2014.

By: /s/ William Bryan Echols  
William Bryan Echols  
Vice President



---

Comptroller of the Currency  
Administrator of National Banks

---

Washington, DC 20219

**CERTIFICATE OF CORPORATE EXISTENCE**

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,

February 27, 2013, I have hereunto

subscribed my name and caused my seal of

office to be affixed to these presents at the

U.S. Department of the Treasury, in the City

of Washington, District of Columbia.



  
\_\_\_\_\_  
Comptroller of the Currency

Exhibit 3



---

Comptroller of the Currency  
Administrator of National Banks

---

Washington, DC 20219

**CERTIFICATION OF FIDUCIARY POWERS**

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today,

February 27, 2013, I have hereunto

subscribed my name and caused my seal of

office to be affixed to these presents at the

U.S. Department of the Treasury, in the City

of Washington, District of Columbia.



  
\_\_\_\_\_  
Comptroller of the Currency

**Exhibit 6**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: June 10, 2014

By: /s/ William Bryan Echols  
William Bryan Echols  
Vice President

**Exhibit 7**

**U.S. Bank National Association  
Statement of Financial Condition  
As of 3/31/2014**

(\$000's)

	<u>3/31/2014</u>
<b>Assets</b>	
Cash and Balances Due From Depository Institutions	\$ 7,390,563
Securities	84,977,518
Federal Funds	36,998
Loans & Lease Financing Receivables	234,549,731
Fixed Assets	4,726,552
Intangible Assets	13,234,790
Other Assets	22,187,278
<b>Total Assets</b>	<b>\$367,103,430</b>
<b>Liabilities</b>	
Deposits	\$270,081,137
Fed Funds	3,856,384
Treasury Demand Notes	0
Trading Liabilities	422,782
Other Borrowed Money	35,507,326
Acceptances	0
Subordinated Notes and Debentures	4,623,000
Other Liabilities	11,663,853
<b>Total Liabilities</b>	<b>\$326,154,482</b>
<b>Equity</b>	
Common and Preferred Stock	18,200
Surplus	14,266,409
Undivided Profits	25,808,807
Minority Interest in Subsidiaries	\$ 855,532
<b>Total Equity Capital</b>	<b>\$ 40,948,948</b>
<b>Total Liabilities and Equity Capital</b>	<b>\$367,103,430</b>

---



---

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

---

**FORM T-1**


---

**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

---

**U.S. BANK NATIONAL ASSOCIATION**

(Exact name of Trustee as specified in its charter)

---

31-0841368

I.R.S. Employer Identification No.

**800 Nicollet Mall**  
**Minneapolis, Minnesota**  
(Address of principal executive offices)

55402  
(Zip Code)

**William Bryan Echols**  
**U.S. Bank National Association**  
**1349 West Peachtree Street, Suite 1050**  
**Atlanta, GA 30309**  
**(404) 898-8838**

(Name, address and telephone number of agent for service)

---

**Beazer Homes USA, Inc.**  
(Issuer with respect to the Securities)

---

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

54-2086934  
(I.R.S. Employer  
Identification No.)

**1000 Abernathy Road, Suite 260**  
**Atlanta, Georgia**  
(Address of Principal Executive Offices)

30328  
(Zip Code)

---

**Subordinated Debt Securities**  
(Title of the Indenture Securities)

---



---

**FORM T-1**

**Item 1. GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency  
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

**Item 2. AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

**Items 3-15** *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

**Item 16. LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.\*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.\*\*
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2014 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

\* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

\*\* Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-166527 filed on May 5, 2010.

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Atlanta, State of Georgia on the 10th day of June, 2014.

By: /s/ William Bryan Echols  
William Bryan Echols  
Vice President

Exhibit 2



---

Comptroller of the Currency  
Administrator of National Banks

---

Washington, DC 20219

**CERTIFICATE OF CORPORATE EXISTENCE**

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,

February 27, 2013, I have hereunto

subscribed my name and caused my seal of

office to be affixed to these presents at the

U.S. Department of the Treasury, in the City

of Washington, District of Columbia.



  
\_\_\_\_\_  
Comptroller of the Currency



---

Comptroller of the Currency  
Administrator of National Banks

---

Washington, DC 20219

**CERTIFICATION OF FIDUCIARY POWERS**

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today,

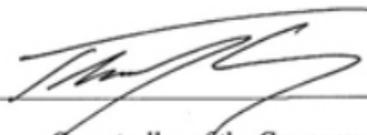
February 27, 2013, I have hereunto

subscribed my name and caused my seal of

office to be affixed to these presents at the

U.S. Department of the Treasury, in the City

of Washington, District of Columbia.



---

Comptroller of the Currency

**Exhibit 6**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: June 10, 2014

By: /s/ William Bryan Echols  
William Bryan Echols  
Vice President

**Exhibit 7**  
**U.S. Bank National Association**  
**Statement of Financial Condition**  
**As of 3/31/2014**

(\$000's)

	3/31/2014
<b>Assets</b>	
Cash and Balances Due From Depository Institutions	\$ 7,390,563
Securities	84,977,518
Federal Funds	36,998
Loans & Lease Financing Receivables	234,549,731
Fixed Assets	4,726,552
Intangible Assets	13,234,790
Other Assets	22,187,278
<b>Total Assets</b>	<b>\$367,103,430</b>
<b>Liabilities</b>	
Deposits	\$270,081,137
Fed Funds	3,856,384
Treasury Demand Notes	0
Trading Liabilities	422,782
Other Borrowed Money	35,507,326
Acceptances	0
Subordinated Notes and Debentures	4,623,000
Other Liabilities	11,663,853
<b>Total Liabilities</b>	<b>\$326,154,482</b>
<b>Equity</b>	
Common and Preferred Stock	18,200
Surplus	14,266,409
Undivided Profits	25,808,807
Minority Interest in Subsidiaries	\$ 855,532
<b>Total Equity Capital</b>	<b>\$ 40,948,948</b>
<b>Total Liabilities and Equity Capital</b>	<b>\$367,103,430</b>