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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**Current Report**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 31, 2012**

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**NVR, Inc.**

(Exact name of registrant as specified in its charter)

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

**1-12378**  
(Commission  
File Number)

**54-1394360**  
(I.R.S. Employer  
Identification No.)

**11700 Plaza America Drive, Suite 500, Reston, Virginia**  
(Address of principal executive offices)

**20190**  
(Zip Code)

**Registrant's telephone number, including area code: 703-956-4000**

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.133-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 31, 2012, Robert A. Goethe resigned his position as President of NVR's mortgage-banking operations effective July 31, 2012. Effective June 1, 2012, Robert W. Henley, currently NVR's Vice President and Controller, has been named as the interim acting President of NVR Mortgage Finance, Inc. Eugene J. Bredow, currently NVR's Vice President of Internal Audit and Corporate Governance, will permanently succeed Mr. Henley as NVR's Vice President and Controller.

These changes are a part of the orderly senior leadership transition NVR put in place upon Dennis M. Seremet's announcement of his intention to retire as NVR's Chief Financial Officer. As reported in the Form 8-K filed on May 10, 2012 announcing Mr. Seremet's intention to retire, the effective date of Mr. Seremet's retirement has not been established and will depend on the naming of his successor and the completion of an orderly transition of Mr. Seremet's duties.

Mr. Henley, age 45, joined NVR in 1994. Mr. Henley started his career at KPMG LLP after graduating from the University of Maryland in 1991. From 1995 until 2000, Mr. Henley served as NVR's Manager of SEC Reporting. From 2000 until 2005, Mr. Henley served as assistant controller, and in July 2005 was promoted to Vice President and Controller.

Mr. Bredow, age 42, rejoined NVR in 2004. Mr. Bredow started his career at KPMG LLP after graduating from the University of Maryland in 1991. From 1994 until 1995, Mr. Bredow served as a Senior Internal Auditor at NVR. From 1995 until 2001, Mr. Bredow served in various accounting management roles at INTELSAT and Interstate Hotels & Resorts, Inc. From 2001 until 2004, Mr. Bredow served as Vice President, Controller at CRIIMI MAE, Inc. Mr. Bredow rejoined NVR in 2004 as Director of Internal Audit and Corporate Governance and was promoted to Vice President of Internal Audit and Corporate Governance in January 2008.

As President of NVR Mortgage Finance, Inc., Mr. Henley will earn a base salary of \$300,000.

As Controller, Mr. Bredow will earn a base salary of \$220,000. He will also participate in the 2012 Named Executive Officer Annual Incentive Compensation Plan as described in Exhibit 10.20 of NVR's Form 10-K filed with the Securities and Exchange Commission on February 22, 2012 and incorporated herein by reference. His maximum potential payout under the 2012 Named Executive Officer Annual Incentive Compensation Plan is equal to 100% of his base salary. Mr. Bredow will also receive a grant of 8,000 non-qualified fixed-priced stock options from the NVR, Inc. 2010 Equity Incentive Plan, which was filed as exhibit 10.1 to NVR's Form S-8 (No. 333-166512) filed on May 4, 2010 and incorporated herein by reference. The equity grant to Mr. Bredow will be issued pursuant to the Form of Non-Qualified Stock Option Agreement filed as exhibit 10.1 to NVR's Form 8-K filed on May 6, 2010 and incorporated herein by reference.

Attached as exhibits to this Form 8-K are an amendment to Mr. Henley's employment agreement reflecting his new base salary and title and an employment agreement between NVR and Mr. Bredow reflecting the terms of his employment.

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**Item 9.01 Financial Statements and Exhibits****(c) Exhibits**

<u>Number</u>	<u>Description</u>
10.1	Amendment No. 1 to the Employment Agreement between NVR, Inc. and Robert W. Henley dated January 2, 2011.
10.2	Employment Agreement between NVR, Inc. and Eugene J. Bredow dated May 31, 2012.

**SIGNATURES**

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

**NVR, Inc.**

Date: May 31, 2012

By: /s/ Dennis M. Seremet

Name: Dennis M. Seremet

Title: Senior Vice President, Chief Financial Officer And Treasurer

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**INDEX TO EXHIBITS**

Exhibit  
Number

Exhibit Description

- |      |   |
|------|---|
| 10.1 | Amendment No. 1 to the Employment Agreement between NVR, Inc. and Robert W. Henley dated January 2, 2011. |
| 10.2 | Employment Agreement between NVR, Inc. and Eugene J. Bredow dated May 31, 2012.                           |

**AMENDMENT NO. 1 TO  
EMPLOYMENT AGREEMENT**

This Amendment No. 1 to the Employment Agreement for Robert W. Henley ("Amendment") is made, effective as of June 1, 2012, by and between NVR, Inc., a Virginia corporation (the "Company") and Robert W. Henley ("Executive").

**Recitals:**

**WHEREAS**, Executive and the Company previously entered into an Employment Agreement, effective as of January 2, 2011, (the "Employment Agreement"); and

**WHEREAS**, Executive and the Company desire to further amend the Employment Agreement to change the Executive's base salary and title.

**Agreement:**

**NOW, THEREFORE**, in consideration of the agreements contained herein and of such other good and valuable consideration, the sufficiency of which Executive acknowledges, the Company and Executive, intending to be legally bound, agree as follows:

1. The second sentence of Section 1.1 is replaced in the entirety to read as follows:

"The Executive will serve in the capacity of President of NVR Mortgage Finance, Inc."

2. The first sentence of Section 3.1 is replaced in the entirety to read as follows:

"As compensation for all services rendered pursuant to this Agreement, the Company will pay to the Executive an annual base salary of THREE HUNDRED THOUSAND DOLLARS (\$300,000) payable in equal monthly installments of TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00)."

3. Except as set forth in this Amendment, the Employment Agreement shall remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Amendment on the date first written above.

NVR, INC.

By: /s/ Joseph Madigan

Name: Joseph Madigan

Title: Senior Vice President Human Resources

EXECUTIVE

/s/ Robert W. Henley

Name: Robert W. Henley

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (“Agreement”) made this 31st day of May 2012, between NVR, INC., a Virginia corporation (the “Company”) and EUGENE J. BREDOW, (the “Executive”). References within this Agreement to the Company refer to NVR and its subsidiaries and affiliates.

WHEREAS, the parties wish to establish the terms of the Executive’s future employment with the Company as of the Effective Date.

ACCORDINGLY, the parties agree as follows:

1. Employment, Duties and Acceptance.

- 1.1 Employment by the Company. The Company hereby employs the Executive, for itself and its affiliates, to render exclusive and full-time services to the Company. The Executive will serve in the capacity of Vice President and Controller. The Executive will perform such duties as are imposed on the holder of that office by the By-laws of the Company and such other duties as are customarily performed by one holding such position in the same or similar businesses or enterprises as those of the Company. The Executive will perform such other related duties as may be assigned to him from time to time by the Company’s Board of Directors. The Executive will devote his entire full working time and attention to the performance of such duties and to the promotion of the business and interests of the Company. This provision, however, will not prevent the Executive from investing his funds or assets in any form or manner, or from acting as a member of the Board of Directors of any companies, businesses, or charitable organizations, so long as such investments or companies do not compete with the Company, subject to the limitations set forth in Section 7.1.
- 1.2 Acceptance of Employment by the Executive. The Executive accepts such employment and shall render the services described above.



- 1.3 Place of Employment. The Executive's principal place of employment shall be the Washington, D.C. metropolitan area, subject to such reasonable travel as the rendering of services associated with such position may require.
- 1.4 Acknowledgement. By signing this Agreement, the Executive acknowledges that he has received copies of the Company's current Code of Ethics and Standards of Business Conduct (collectively, the "Code"), has read and understood the Code's content, and agrees to comply with the Code in all respects.

2. Duration of Employment.

This Agreement and the employment relationship hereunder will continue in effect for three years and seven months from June 1, 2012 through January 1, 2016. It may be extended beyond January 1, 2016 by mutual, written agreement at any time. In the event of the Executive's termination of employment during the term of this Agreement, the Company will be obligated to pay all base salary, bonus and other benefits then accrued, as well as cash reimbursement for all accrued but unused vacation, plus, if applicable, the additional payments provided for in Sections 6.1, 6.2, 6.3, 6.5 and 6.7 of this Agreement.

3. Compensation.

- 3.1 Base Salary. As compensation for all services rendered pursuant to this Agreement, the Company will pay to the Executive an annual base salary of TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000) payable in equal monthly installments of EIGHTEEN THOUSAND THREE HUNDRED AND THREE DOLLARS AND 33 CENTS (\$18,333.33). The Company's Compensation Committee of the Board of Directors (the "Compensation Committee") in its sole discretion may increase, but may not reduce, the Executive's annual base salary.
- 3.2 Bonuses. The Executive shall be eligible to be paid a bonus annually in cash pursuant to the Company's annual incentive plan, as determined by the

Compensation Committee of the Board of Directors, in a maximum amount of 100% of the Executive's annual base salary. This bonus shall be paid at the same time (or times) and in the same manner as other senior executives of the Company. Entitlement to the bonus is dependent on the Executive meeting certain goals, which shall be established annually by the Company.

- 3.3 Participation in Employee Benefit Plans. The Executive shall be permitted during the term of this Agreement, if and to the extent eligible to participate in any group life, hospitalization or disability insurance plan, health program, pension plan, Employee Stock Ownership Plan or similar benefit plan of the Company, which may be available to other comparable executives of the Company generally, on the same terms as such other executives. The Executive shall be entitled to paid vacation and all customary holidays each year during the term of this Agreement in accordance with the Company's policies.
- 3.4 Expenses. Subject to such policies as may from time to time be established by the Company's Board of Directors, the Company shall pay or reimburse the Executive for all reasonable expenses actually incurred or paid by the Executive in the performance of the Executive's services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it may require.
- 3.5 Stock Holding Requirement. The Executive is required to continuously hold at all times NVR, Inc. common stock with a value equal to four (4) times the Executive's base salary as then in effect, subject to adjustment at any time by the Company's Board of Directors upon thirty days notice.

4. Equity Incentive And Long-Term Incentive Plans.

The Executive is a participant in the 1998 Management Long-term Stock Option Plan, the 2000 Broadly Based Stock Option Plan and the 2010 Equity Incentive Plan. The Executive has entered into separate agreements governing the terms of his participation in the Plans. The Executive is eligible to participate in any future equity or long-term incentive plan at the discretion of the Compensation Committee.

5. Deferred Compensation Plan.

The Executive has the opportunity to defer certain amounts fully earned under annual and long-term incentive plans into the Company's Deferred Compensation Plan. The amounts deferred will be held in a fixed number of shares of NVR, Inc. common stock within a Rabbi Trust, and will be distributed to the Executive upon separation of service from the Company. All amounts held for the Executive by the Rabbi Trust pursuant to the Deferred Compensation Plan will be fully vested and not subject to forfeiture for any reason, regardless of the reason for termination. Distributions will be made pursuant to the terms of the Deferred Compensation Plan, subject to the Company's Financial Policies and Procedures File 1.21, *Deferred Compensation Plan Administration*, and File 1.34, *Insider Information, Trading and Compliance (Executive Officers and Directors)*.

6. Termination, Disability or Retirement.

6.1 Termination Upon Death. If the Executive dies during the term hereof, this Agreement shall terminate, except that the Executive's legal representatives shall be entitled to receive the Executive's base salary and accrued Bonus for the period ending on the last day of the second calendar month following the month in which the Executive's death occurred. Accrued Bonus shall be calculated as one hundred percent of Base Salary multiplied by the fraction (x) of the number of days in the calendar year up to last day of the second calendar month following the month in which Executive died divided by (y) 365 days. Payments due under this Section 6.1 will be made in a lump sum within 10 days following six months and one day after the date of death.

- 6.2 **Disability.** If during the term hereof the Executive becomes physically or mentally disabled, whether totally or partially, so that the Executive is, as determined by the Company's Board of Directors in its sole discretion, substantially unable to perform his services hereunder, the Executive shall transfer from active to disability status. Nothing in this Section 6.2 shall be deemed to in any way affect the Executive's right to participate in any disability plan maintained by the Company and for which the Executive is otherwise eligible. If the Executive transfers to disability status he would be entitled to receive the Executive's Base Salary and accrued Bonus for the period ending on the last day of the second calendar month following the month in which the Executive is transferred to disability status. Accrued Bonus shall be calculated as one hundred percent of Base Salary multiplied by the fraction (x) of the number of days in the calendar year up to last day of the second calendar month following the month in which the Executive was transferred to disability status divided by (y) 365 days. Payments due under this Section 6.2 will be made in a lump sum within 10 days following six months and one day after the date the Executive transferred to disability status.
- 6.3 **Retirement.** If the Executive elects to terminate employment upon meeting the established criteria for Retirement prior to the term of this agreement, the Executive will be entitled to receive the Executive's Base Salary for the period ending on the last day worked. Retirement means voluntary termination of employment after attainment of age 65. The payment of any Bonus amounts due to the Executive shall be payable, in the same form and at the same time that all other employees receive their bonus payment, to the extent performance goals for the year are achieved. Bonus shall be calculated as one hundred percent of Base Salary multiplied by the fraction (x) of the number of days in the calendar year up to last day worked by the Executive divided by (y) 365 days, multiplied by the percent of maximum bonus achieved pursuant to the performance goals in place in the year of retirement. In addition, the Executive shall be entitled to payment of FIFTY PERCENT (50%) of his then annual Base Salary. Payments due other than the bonus due, if any, under this Section 6.3 will be made in a lump sum within 10 days following six months and one day after the date of retirement.

- 6.4 Termination for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time by written notice to the Executive. In such event, the Executive is not entitled to any severance pay. "Cause" means, as determined by the Board of Directors and described herein, (i) conviction of a felony, violation of any federal or state securities law, or other crime involving moral turpitude; (ii) gross misconduct in connection with the performance of the Executive's duties as described in Section 1.1 herein (which shall include a breach of the Executive's fiduciary duty of loyalty); or (iii) a material breach of any covenants by the Executive contained in any agreement between the Executive and the Company or its affiliates (including but not limited to breaching affirmative or negative covenants or undertakings set forth in Section 7 herein).
- 6.5 Termination Without Cause. In the event the Company on sixty (60) days' notice terminates the Executive's employment without Cause (as such term is defined in Section 6.4) during the term of this Agreement, then as full satisfaction of the Company's obligations to the Executive, the Executive shall be entitled to receive i) the Executive's base salary and accrued Bonus for the period ending on the date of termination and ii) an amount equal to FIFTY PERCENT (50%) of his then annual base salary, paid in a lump sum within 10 days following six months and one day after the date of termination. The Executive shall also be provided with outplacement services with a firm jointly selected by the Executive and the Company at a cost not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00).
- 6.6 Voluntary Termination. The Executive may on ninety (90) days' notice terminate his employment hereunder. In such event, he shall not be entitled to any severance pay except in the circumstances described in Section 6.7 below.
- 6.7 Voluntary Termination-Change of Control. In the event the Executive voluntarily terminates his employment hereunder in connection with or within one (1) year after a Change of Control of the Company (as defined below), the Executive shall receive a single lump sum payment in an amount equal to FIFTY PERCENT (50%) of his

then annual base salary, as well as his accrued pro-rata bonus (on the assumption that the maximum annual bonus would have been paid pursuant to Section 3.2) through the date of termination. Payment of such amount shall be made in a lump sum within 10 days following six months and one day after the date of termination. For purposes of this Agreement, "Change of Control" means (i) the dissolution or liquidation of the Company or a merger, consolidation, or reorganization of the Company with one or more other entities in which the Company is not the surviving entity, (ii) a sale of substantially all of the assets of the Company to another person or entity, or (iii) any transaction or series of transactions (including without limitation a merger or reorganization in which the Company is the surviving entity) which results in any person or entity (other than persons who are stockholders or affiliates immediately prior to the transaction) owning 50% or more of the combined voting power of all classes of stock of the Company, and where there has been a significant reduction in Executive's responsibilities.

- 6.8 Voluntary Termination-Change in Senior Management Accompanied by Change in Business Philosophy. If the Company elects a new Chairman and/or Chief Executive Officer (the "New Officer") and provided that the New Officer enacts major changes in the Company's business philosophy, mission or business strategies, the Executive may voluntarily terminate his employment. To provide sufficient time for a transfer of the Executive's responsibilities and duties, he shall be required to provide ninety (90) days notice prior to such voluntary termination and the Company shall have the option of extending the notice an additional thirty (30) days. In the event the Executive voluntarily terminates his employment in connection with or within one year after the election of a New Officer accompanied by any of the changes described in this Section 6.8, he shall not be entitled to any severance pay and shall not be bound by the "Covenant Not to Compete" described in Section 7.
- 6.9 Effectiveness. In the event any of the events described in this Section 6 should occur during the term of this Agreement, and result in payments to the Executive which would in their normal course continue beyond the term of this Agreement, such payments shall be made at such times and in such amounts as if the term of this Agreement had not expired.

7. Covenant Not to Compete.

The covenant set forth in Section 7.1 shall be applicable during the employment term and for a period of one (1) year after termination in the event the Executive is terminated pursuant to Section 6.3 "Retirement", Section 6.4 for "Cause", Section 6.5 "Without Cause" or to Section 6.6 "Voluntary".

In the event that the Executive terminates pursuant to Section 6.7 "Voluntary Termination – Change of Control" or Section 6.8 "Voluntary Termination-Change in Senior Management Accompanied by Change in Business Philosophy", the non-competition provisions of Section 7 become void. All other provisions in Section 7 remain in full force and effect.

7.1 Scope. During the term of Executive's employment under this Agreement, and for the applicable period thereafter, Executive hereby covenants and agrees that neither he nor any Family (as defined hereinbelow), at any time, directly or indirectly, will anywhere in the Restricted Area (i) own more than 5% of outstanding shares or control any residential Homebuilding, Mortgage Financing, or Settlement Services Business that competes with the Company or an Affiliate; or (b) work for, become employed by, or provide services to (whether as an employee, consultant, independent contractor, partner, officer, director, or board member) any person or entity that competes with the Company or an Affiliate in the residential Homebuilding Business, Mortgage Financing Business, or Settlement Services Business. "Restricted Area" means the counties and other units of local government in which the Company engaged in the residential Homebuilding Business, Mortgage Financing Business or Settlement Services Business, within the 24-month period prior to Executive's termination of employment. Further, Executive will not (a) hire or solicit for hiring, any person, who, during the last twelve (12) months prior to Executive's termination of employment, was an employee of the Company or

provided services as a subcontractor to the Company; (b) utilize or solicit the services of, or acquire or attempt to acquire real property, goods, or services from, any developer or subcontractor utilized by the Company; or (c) solicit any customer or client or prospective customer or client of the Company with whom the Executive had any communications with or about whom the Executive had any access to information during the 12-month period prior to the Executive's termination of employment. (Any investments made by the Executive in private equity or hedge funds/vehicles for which the Executive does not hold a controlling financial or management interest is not considered a violation of this Section 7.1.

- 7.2 **Definitions.** For purposes of this Agreement, (i) the term "Family" shall mean Executive, Executive's spouse, and any minor children and any entity that Executive, Executive's spouse, and any minor children control, either directly or indirectly; (ii) "control" for purposes of the immediately preceding clause shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract, or otherwise); and (iii) the term "Homebuilding Business" shall mean the business of designing and constructing single family homes, the "Mortgage Financing Business" shall mean the origination, underwriting, closing, placement or sale of residential home mortgages (new home construction only), and the "Settlement Services Business" shall mean the brokering of title insurance and the performance of title searches related to loan closings in connection with the Mortgage Financing Business.
- 7.3 **Reasonableness.** The Executive acknowledges that the restrictions contained in this Section 7 are reasonable and necessary to protect the business and interests of the Company, and that it would be impossible to measure in money the damages that would accrue to the Company by reason of the Executive's failure to perform his obligations under this Section 7. Therefore, the Executive hereby agrees that in addition to any other remedies that the Company may have at law or at equity with respect to this Section 7, the Company shall have the right to have all obligations, undertakings, agreements, and covenants set forth herein specifically performed, and



that the Company shall have the right to obtain an order of such specific performance (including preliminary and permanent injunctive relief to prevent a breach or contemplated breach of any provision of this Section 7) in any court of the United States or any state or political subdivision thereof, without the necessity of proving actual damage; provided that the Company is not in breach of any of its obligations hereunder.

- 7.4 Blue-Pencilling. If any part of any provision of this Section 7 shall be determined to be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining terms of such provision or the remaining provisions of this Section 7. The Executive hereby covenants and agrees that to the extent any provision or portion of this Agreement shall be held, found, or deemed to be unreasonable, unlawful, or unenforceable, then any necessary modifications shall be made (but only to such extent) so that such provision or portion hereof shall be legally enforceable to the fullest extent permitted by applicable law. The Executive further agrees and authorizes any court of competent jurisdiction to enforce any such provision or portion hereof in order that such provision or portion hereof shall be enforced by such court to the fullest extent permitted by applicable law.
- 7.5 Confidentiality. In connection with Executive's employment with the Company, Executive has had or may have access to confidential, proprietary, and non-public information concerning the business or affairs of the Company, including but not limited to information concerning the Company's customers, developers, lot positions, subcontractors, employees, pricing, procedures, marketing plans, business plans, operations, business strategies, and methods (collectively, "Confidential Information"). Accordingly, both during and after Executive's employment (regardless of the reason for Executive's termination), Executive shall not use or disclose to any third party any Confidential Information for any reason other than as intended within the scope of Executive's employment. Upon termination of Executive's employment for any reason, or at any other time upon request of the Company, Executive shall immediately deliver to the Company all documents,

forms, blueprints, designs, policies, memoranda, or other data (and copies hereof), in tangible, electronic, or intangible form, relating to the business of the Company, if any, in the Executive's possession.

7.6 No Conflict. The Covenant Not to Compete set forth in this Section 7 shall supersede and override any and all limitations on Executive's right to compete with the Company including, without limitation, any similar covenants not to compete in the Stock Option Agreements executed in conjunction with the 1998 Management Long-term Stock Option Plan, the 2000 Broadly Based Stock Option Plan and the 2010 Equity Incentive Plan and shall be the sole standard by which Executive shall be bound.

8. Other Provisions.

8.1 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission, or if mailed, four days after the date of mailing as follows:

(i) if the Company, to:

NVR, Inc.  
Attn: Senior Vice President of Human Resources  
11700 Plaza America Drive  
Suite 500  
Reston, VA 20190

(ii) if the Executive, to:

Eugene J. Bredow  
42815 Delphinium Circle  
Leesburg, Virginia 21076

- 8.2 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
- 8.3 Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver by the Company or the Executive of a breach of, or of a default under, any of the provisions of this Agreement, nor the Company's or the Executive's failure on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as to the waiver of any such provision, rights, or privileges hereunder.
- 8.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
- 8.5 Assignability. This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive. The Company shall assign this Agreement and its rights, together with its obligations, to any entity which will substantially carry on the business of the Company subject to the Executive's rights set forth in this Agreement.

- 8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 8.7 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 8.8 Indemnification. The Company agrees to indemnify the Executive, to the fullest extent permitted under Virginia and any other applicable law, against any and all expenses reasonably incurred by the Executive, including attorney's fees, in connection with any action, suit, or proceeding, whether civil, criminal, or administrative and whether formal or informal (each a "proceeding"), to which the Executive is a party (whether as plaintiff, defendant or otherwise) in which any person (including but not limited to the Company or any governmental agency) seeks to (i) impose on the Executive any sanction or liability by reason of any action the Executive took or failed to take in his capacity as an executive officer of the Company or by reason of the Executive's status as an executive officer of the Company, or (ii) recover or withhold from the Executive any compensation, equity award or other benefit paid or payable to him by the Company or allocated or granted to him under any plan maintained or administered by the Company; provided, however, that the Executive will be entitled to indemnification under this Section 8.8 only if the Executive is successful on the merits in the proceeding pursuant to a final non-appealable order. For purposes of this Section 8.8, the Executive will be considered successful on the merits if the proceeding is dismissed, with or without prejudice, pursuant to a final non-appealable order. If the Executive is not wholly successful on the merits but is successful as to one or more but less than all claims, issues or matters involved in the proceeding, the Executive will be entitled to indemnification under this Section 8.8 for all expenses reasonably incurred in connection with each successfully resolved claim, issue or matter. The Executive's right to indemnification under this Section 8.8 does not limit any right to indemnification the Executive may have under the Company's certificate of incorporation, the Company's bylaws, this Agreement, or any other agreement to

which the Executive is a party. The Company shall also use its best efforts to obtain coverage for the Executive under an insurance policy (whether now in force or hereinafter obtained) during the term of this Agreement covering the officers and directors of the Company or its affiliates. This Section 8.8 shall survive the termination of this Agreement for a period of three years following the last day of the calendar year in which such termination occurs.

8.9 Termination of Employment. The Executive will be deemed to have a termination of employment for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Internal revenue Code Section 409A.

9. Effective Date.

This Agreement shall be effective as of June 1, 2012.

IN WITNESS WHEREOF, The parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above mentioned.

NVR, INC.

By: /s/ Joseph Madigan  
JOSEPH MADIGAN

/s/ Eugene J. Bredow  
EUGENE J. BREDOW