

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 18, 2017

**NVR, Inc.**

(Exact name of registrant as specified in its charter)

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

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

**54-1394360**  
(IRS Employer  
Identification No.)

**11700 Plaza America Drive, Suite 500**  
**Reston, Virginia 20190**  
(Address of principal executive offices) (Zip Code)

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

**Not applicable**  
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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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 April 18, 2017, NVR, Inc. (the “Company”) and Jeffrey D. Martchek, President of Homebuilding Operations, entered into an amendment to Mr. Martchek’s employment agreement to delete the provision providing for a cash payment upon Mr. Martchek’s voluntary termination upon a change in control (Section 6.8 of the employment agreement). The amendment is filed herewith as Exhibit 10.1.

**Item 9.01**                    **Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1*	Amendment No. 1 to Employment Agreement between NVR, Inc. and Jeffrey D. Martchek dated April 18, 2017. Filed herewith.

\* Exhibit is a management contract or compensatory plan or arrangement.

## SIGNATURE

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: April 18, 2017

By: /s/ Daniel D. Malzahn  
Daniel D. Malzahn  
*Senior Vice President, Chief Financial Officer and  
Treasurer*

## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Description</u>
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\* Exhibit is a management contract or compensatory plan or arrangement.

**AMENDMENT NO. 1 TO  
EMPLOYMENT AGREEMENT**

This Amendment No. 1 to the Employment Agreement for JEFFREY D. MARTCHEK (“Amendment”) is made, effective as of April 18, 2017, by and between NVR, Inc., a Virginia corporation (the “Company”) and JEFFREY D. MARTCHEK (“Executive”).

**Recitals:**

**WHEREAS**, Executive and the Company previously entered into an Employment Agreement, effective as of January 1, 2016, (the “Employment Agreement”); and

**WHEREAS**, Executive and the Company desire to amend the Employment Agreement to change Section 6.8 and make conforming updates to the remainder of the Employment Agreement.

**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. Section 2 is amended by replacing the phrase “6.7 and 6.8” with “and 6.7”.
2. The third sentence of Section 6.5 is amended by replacing the phrase “Section 6.4” with “Section 6.5”.
3. Section 6.6 is amended by replacing the phrase “Sections 6.7 and 6.8” with “Section 6.7”.
4. Section 6.8 is replaced in the entirety to read as follows:

“[Reserved.]”

5. The second paragraph of Section 7 is amended by deleting the phrase “, Section 6.8 “Voluntary Termination – Change of Control””.
  6. Except as set forth in this Amendment, the Employment Agreement shall remain unchanged and shall continue in full force and effect.
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**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Amendment on the date first written above.

NVR, Inc.

By: /s/ Gary Brown  
Name: Gary Brown  
Title: *Senior Vice President Human Resources*

EXECUTIVE

By: /s/ Jeffrey D. Martchek  
Name: Jeffrey D. Martchek  
Title: *President of Homebuilding Operations*