# 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): August 16, 2006

# NVR, Inc.

(Exact name of registrant as specified in its charter)

Virginia	1-12378	54-1394360
(State or other jurisdiction	(Commission	(I.R.S. Employer
of incorporation)	File Number)	Identification No.
700 Plaza America Drive, Suite 500, Reston,		20190
Virginia		
(Address of principal executive offices)		(Zip Code)
Registrant's telephone number, including area	code:	703-956-4000
	Not Applicable	
Former na	me 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:

] W	ritten communications	pursuant to Rule 425	o under the Securiti	es Act (17	CFR 230.425)	
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- [ ] 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))

#### Top of the Form

#### Item 1.01 Entry into a Material Definitive Agreement.

On August 16, 2006, NVR, Inc. (the "Company") executed a Commitment and Acceptance increasing its commitment under the Company's existing revolving credit agreement with JPMorgan Chase Bank, as Administrative Agent, and the Lenders that are parties thereto, dated December 7, 2005 (the "Credit Agreement"), by \$155 million to \$600 million. In addition, the following new Lenders were added to the existing Credit Agreement; RBC Centura Bank, Bank of America, N.A., Credit Suisse Cayman Islands Branch, Compass Bank, Guaranty Bank and National City Bank. There were no changes made to any other terms of the Credit Agreement.

The Commitment and Acceptance is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 2.04 Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement.

The disclosure contained in Item 1.01 is incorporated herein by reference.

#### Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

Number Description

10.1 Commitment and Acceptance dated August 16, 2006.

#### **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.

August 17, 2006

By: /s/ Dennis M. Seremet

Name: Dennis M. Seremet

Title: Vice President and Chief Financial Officer

#### Exhibit Index

Exhibit No.	Description	
10.1	Commitment and Acceptance dated August 16, 2006	

#### COMMITMENT AND ACCEPTANCE

This Commitment and Acceptance (this "Commitment and Acceptance") dated as of August 16, 2006, is entered into among the parties listed on the signature pages hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement (as defined below).

#### PRELIMINARY STATEMENTS

Reference is made to that certain Credit Agreement dated as of December 7, 2005, by and among NVR, Inc., a Delaware corporation (the "Company"), JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders that are parties thereto (as the same may from time to time be amended, modified, supplemented or restated, in whole or in part and without limitation as to amount, terms, conditions or covenants, the "Credit Agreement").

Pursuant to Section 2.14 of the Credit Agreement, the Company has requested an increase in the Aggregate Commitment from \$445,000,000 to \$600,000,000. Such increase in the Aggregate Commitment is to become effective on August 16, 2006 (the "Increase Date"). In connection with such requested increase in the Aggregate Commitment, Borrower, Administrative Agent and the lenders identified on Schedule I hereto (each, an "Accepting Lender") hereby agree as follows:

- 1. <u>ACCEPTING LENDERS' COMMITMENT</u>. Effective as of the Increase Date, (a) each of the Accepting Lenders that was not heretofore party to the Credit Agreement (each, a "New Accepting Lender") shall become a party to the Credit Agreement as a Lender, shall have all of the rights and obligations of a Lender thereunder, shall agree to be bound by the terms and provisions thereof and shall thereupon have a Commitment under and for purposes of the Credit Agreement in the amount set forth in Schedule I hereto as its "New Commitment" and (b) the Commitment of each Accepting Lender that was heretofore a party to the Credit Agreement shall be increased from the amount set forth on Schedule I as its "Original Commitment" to the amount set forth on Schedule I as its "New Commitment."
- 2. REPRESENTATIONS AND AGREEMENTS OF ACCEPTING LENDERS. Each Accepting Lender represents and warrants that it has full power and authority, and has taken all action necessary, to execute and deliver this Commitment and Acceptance and to consummate the transactions contemplated hereby and (in the case of each New Accepting Lender) to become a Lender under the Credit Agreement. Each New Accepting Lender (a) represents and warrants that (i) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to become a Lender, (ii) from and after the Increase Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iii) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.04(a) and (b) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Commitment and Acceptance on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (iv) if it is a Foreign Lender, it has delivered any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Accepting Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.
- 3. <u>REPRESENTATION OF BORROWER</u>. The Borrower hereby represents and warrants that, as of the date hereof and as of the Increase Date, (a) no event or condition shall have occurred and then be continuing which constitutes a Default or Unmatured Default and (b) the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects (except to the extent any such representation or warranty is stated to relate solely to an earlier date).
- 4. <u>GOVERNING LAW</u>. This Commitment and Acceptance shall be governed by the internal law, and not the law of conflicts, of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Commitment and Acceptance by their duly authorized officers as of the date first above written.

BORROWER: NVR, INC.

By: /s/ Dennis M. Seremet

Title: Vice President and Chief Financial Officer

**ADMINISTRATIVE AGENT:** 

JPMORGAN CHASE BANK, N.A., as

Administrative Agent

By: /s/ Michael O'Keefe

Title: Associate

#### SIGNATURES OF ACCEPTING LENDERS FOLLOW

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

JPMORGAN CHASE BANK, N.A.

By: /s/ Michael O'Keefe

Title: Associate

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

WACHOVIA BANK, N.A.

By: /s/ Margaret J. Dunsmore

Title: Vice President

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

MIZUHO CORPORATE BANK, LTD.

By: /s/ Raymond Ventura
Title: Deputy General Manager

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

U.S. BANK NATIONAL ASSOCIATION

By: /s/ A. Jeffrey Jacobson

Title: Vice President

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

**RBC CENTURA BANK** 

By: /s/ Greg Leadholm Title: Vice President

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

BANK OF AMERICA, N.A.

By: /s/ Stephen B. Carlson

Title: Vice President

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: /s/ Cassandra Droogan
Title: Vice President

By: Vice President
/s/ Rianka Mohan

Title: Associate

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

# **COMPASS BANK**

By: /s/ Johanna Duke Paley
Title: Senior Vice President

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

**GUARANTY BANK** 

By: /s/ Amy Satsky Title: Vice President

SIGNATURE PAGE TO COMMITMENT AND ACCEPTANCE DATED AUGUST 16, 2006 WITH NVR, INC.

NATIONAL CITY BANK

By: /s/ Jerry W. Johnston
Title: Executive Vice President

#### SCHEDULE I

# **COMMITMENTS**

	Original	New
Accepting Lender	Commitment	Commitment
JPMorgan Chase Bank, N.A.	\$50,000,000	\$55,000,000
Wachovia Bank, N.A.	45,000,000	55,000,000
Mizuho Corporate Bank, Ltd.	35,000,000	55,000,000
U.S. Bank National Association	45,000,000	50,000,000
RBC Centura Bank	-0-	35,000,000
Bank of America, N.A.	-0-	25,000,000
Credit Suisse, Cayman Islands Branch	-0-	25,000,000
Compass Bank	-0-	15,000,000
Guaranty Bank	-0-	10,000,000
National City Bank	-0-	5,000,000

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