
Section 1: 8-K (8-K)

**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): May 9, 2019

CENTURY COMMUNITIES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36491
(Commission
File Number)

68-0521411
(I.R.S. Employer
Identification Number)

8390 East Crescent Parkway, Suite 650
Greenwood Village, Colorado
(Address of principal executive offices)

80111
(Zip Code)

Registrant's telephone number, including area code: (303) 770-8300

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, as amended, or Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	CCS	New York Stock Exchange

Item 1.01. Entry into a Material Definitive Agreement.**Purchase Agreement**

On May 9, 2019, Century Communities, Inc. (the “Company”) and its subsidiary guarantors party thereto (the “Guarantors”) entered into a Purchase Agreement (the “Purchase Agreement”) with J.P. Morgan Securities LLC, as representative of the initial purchasers named on Schedule A thereto (the “Initial Purchasers”), with respect to a private offering (the “Offering”) of \$500 million in aggregate principal amount of the Company’s 6.750% Senior Notes due 2027 (the “Notes”) at an issue price of 100%. The Notes were sold and issued in a private offering, exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), to qualified institutional buyers in reliance on Rule 144A under the Securities Act, and to certain non-U.S. persons in transactions outside the United States in reliance on Regulation S under the Securities Act. The Offering of the Notes is expected to close on May 23, 2019.

The Company intends to use a portion of the net proceeds from the Offering to finance the Company’s cash tender offer (the “Tender Offer”) for any and all of the \$385 million aggregate principal amount of the Company’s 6.875% Senior Notes due 2022 (the “2022 Notes”) outstanding. To the extent that less than all of the \$385 million aggregate principal amount of the 2022 Notes are tendered in the Tender Offer, the Company intends to redeem all of the remaining outstanding 2022 Notes using a portion of the net proceeds from the Offering. Following the Tender Offer and any redemption thereafter, the Company intends to use the remaining net proceeds from the Offering, if any, to finance the repayment of a portion of the outstanding debt under the Company’s revolving credit facility.

The Purchase Agreement contains customary representations, warranties and covenants by the Company and the Guarantors, and customary closing conditions. Under the terms of the Purchase Agreement, the Company and Guarantors have agreed to indemnify the Initial Purchasers and their controlling persons against certain liabilities or to contribute to payments the Initial Purchasers may be required to make in respect of those liabilities.

The foregoing description of the Purchase Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Purchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

This Current Report on Form 8-K does not constitute an offer to sell or a solicitation of an offer to purchase the Notes or any other securities.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, and, as such, may involve known and unknown risks, uncertainties and assumptions. These forward-looking statements relate to the Company’s current expectations and are subject to the limitations and qualifications set forth in the Company’s other documents filed with the U.S. Securities and Exchange Commission. Actual events and/or results may differ materially from those projected in such forward-looking statements.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit Number	Description
10.1	<u>Purchase Agreement, dated May 9, 2019, among Century Communities, Inc., the Guarantors party thereto, and J.P. Morgan Securities LLC, as representative of the initial purchasers named on Schedule A thereto.</u>

SIGNATURES

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

Date: May 14, 2019

CENTURY COMMUNITIES, INC.

By: /s/ David Messenger

Name: David Messenger

Title: Chief Financial Officer

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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

PURCHASE AGREEMENT

May 9, 2019

J.P. MORGAN SECURITIES LLC

As Representative of the Initial Purchasers
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

Introductory. Century Communities, Inc., a Delaware corporation (the “**Company**”), proposes to issue and sell to J.P. Morgan Securities LLC and the other several Initial Purchasers named in Schedule A (the “**Initial Purchasers**”), acting severally and not jointly, the respective amounts set forth in such Schedule A of \$500,000,000 aggregate principal amount of the Company’s 6.750% Senior Notes due 2027 (the “**Notes**”). J.P. Morgan Securities LLC has agreed to act as the representative of the several Initial Purchasers (the “**Representative**”) in connection with the offering and sale of the Notes (the “**Offering**”).

The Securities (as defined below) will be issued pursuant to an indenture, dated as of the Closing Date (as defined in Section 2 hereof), among the Company, the Guarantors (as defined below), and U.S. Bank National Association, as trustee (the “**Trustee**”) relating to the issuance of the Securities, (the “**Indenture**”).

The Notes will be issued only in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the “**Depository**”) pursuant to a letter of representations, to be dated on or before the Closing Date (the “**DTC Agreement**”), among the Company, the Trustee and the Depository.

The holders of the Notes will be entitled to the benefits of a registration rights agreement, to be dated as of the Closing Date (the “**Registration Rights Agreement**”), among the Company, the Guarantors and the Representative, pursuant to which the Company and the Guarantors will be required to file with the Commission (as defined below), under the circumstances set forth therein, (i) a registration statement under the Securities Act (as defined below) relating to another series of debt securities of the Company with terms substantially identical to the Notes (the “**Exchange Notes**”) to be offered in exchange for the Notes (the “**Exchange Offer**”) and/or (ii) a shelf registration statement pursuant to Rule 415 of the Securities Act relating to the resale by certain holders of the Notes, and in each case, to use its commercially reasonable efforts to cause such registration statements to be declared effective.

The payment of principal of, premium, if any, and interest on the Notes will be fully and unconditionally guaranteed on a senior unsecured basis, jointly and severally by (i) the entities listed on the signature pages hereof as “Guarantors” and (ii) any subsidiary of the Company formed or acquired after the Closing Date that executes an additional guarantee in accordance with the terms of the Indenture, and their respective successors and assigns (collectively, the “**Guarantors**”), pursuant to their guarantees (the “**Guarantees**”). The Notes and the Guarantees attached thereto are herein collectively referred to as the “**Securities**”; and the Exchange Notes and the Guarantees attached thereto are herein collectively referred to as the “**Exchange Securities**.”

The Company has launched a tender offer (the “**Tender Offer**”) for any and all of the Company’s outstanding 6.875% Senior Notes due 2022 (the “**2022 Notes**”) and has issued a conditional notice of redemption to redeem all 2022 Notes that remain outstanding after completion of the Tender Offer (the

“Redemption”). On the Closing Date, the Company will accept for purchase any and all of such 2022 Notes that are validly tendered (and not withdrawn) on or prior to the tender deadline of the Tender Offer and settle the Tender Offer. The Company will use the proceeds of the Offering to finance the Tender Offer and the Redemption and to pay related fees and expenses, with the remainder for general corporate purposes.

The issuance and sale of the Notes, the issuance of the Guarantees, the Tender Offer, the Redemption, and the payment of transaction costs are referred to herein collectively as the **“Transactions.”**

This Agreement, the Registration Rights Agreement, the DTC Agreement, the Securities, the Exchange Securities and the Indenture are referred to herein as the **“Transaction Documents.”**

The Company understands that the Initial Purchasers propose to make an offering of the Securities on the terms and in the manner set forth herein and in the Pricing Disclosure Package (as defined below) and agrees that the Initial Purchasers may resell, subject to the conditions set forth herein, the Securities to purchasers (the **“Subsequent Purchasers”**) on the terms set forth in the Pricing Disclosure Package (the first time when sales of the Securities are made is referred to as the **“Time of Sale”**). The Securities are to be offered and sold to or through the Initial Purchasers without being registered with the Securities and Exchange Commission (the **“Commission”**) under the Securities Act of 1933 (as amended, the **“Securities Act,”** which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder), in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors who acquire Securities shall be deemed to have agreed that Securities may only be resold or otherwise transferred, after the date hereof, if such Securities are registered for sale under the Securities Act or if an exemption from the registration requirements of the Securities Act is available (including the exemptions afforded by Rule 144A under the Securities Act (**“Rule 144A”**) or Regulation S under the Securities Act (**“Regulation S”**)).

The Company has prepared and delivered to each Initial Purchaser copies of a Preliminary Offering Memorandum, dated May 9, 2019 (the **“Preliminary Offering Memorandum”**), and has prepared and delivered to each Initial Purchaser copies of a Pricing Supplement, dated May 9, 2019 (the **“Pricing Supplement”**), describing the terms of the Securities, each for use by such Initial Purchaser in connection with its solicitation of offers to purchase the Securities. The Preliminary Offering Memorandum and the Pricing Supplement are herein referred to as the **“Pricing Disclosure Package.”** Promptly after this Agreement is executed and delivered, the Company will prepare and deliver to each Initial Purchaser a final offering memorandum dated the date hereof (the **“Final Offering Memorandum”**).

All references herein to the terms “Pricing Disclosure Package” and “Final Offering Memorandum” shall be deemed to mean and include all information filed under the Securities Exchange Act of 1934 (as amended, the **“Exchange Act,”** which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder) prior to the Time of Sale and incorporated by reference in the Pricing Disclosure Package (including the Preliminary Offering Memorandum) or the Final Offering Memorandum (as the case may be), and all references herein to the terms **“amend,” “amendment”** or **“supplement”** with respect to the Final Offering Memorandum shall be deemed to mean and include all information filed under the Exchange Act after the Time of Sale and incorporated by reference in the Final Offering Memorandum.

The Company and the Guarantors each hereby confirms its agreements with the Initial Purchasers as follows:

SECTION 1. Representations and Warranties. Each of the Company and the Guarantors, jointly and severally, hereby represents, warrants and covenants to each Initial Purchaser that, as of the date hereof and as of the Closing Date (references in this Section 1 to the “**Offering Memorandum**” are to (x) the Pricing Disclosure Package in the case of representations and warranties made as of the date hereof and (y) the Pricing Disclosure Package and the Final Offering Memorandum in the case of representations and warranties made as of the Closing Date):

(a) **No Registration Required.** Subject to compliance by the Initial Purchasers with the representations and warranties set forth in Section 2 hereof and with the procedures set forth in Section 7 hereof, it is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers and to each Subsequent Purchaser in the manner contemplated by this Agreement and the Offering Memorandum to register the Securities under the Securities Act or, until such time as the Exchange Securities are issued pursuant to an effective registration statement, to qualify the Indenture under the Trust Indenture Act of 1939 (the “**Trust Indenture Act**,” which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(b) **No Integration of Offerings or General Solicitation.** None of the Company, its affiliates (as such term is defined in Rule 501(b) under the Securities Act) (each, an “**Affiliate**”), or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Company and the Guarantors make no representation or warranty) has, directly or indirectly, solicited any offer to buy or offered to sell, or will, directly or indirectly, solicit any offer to buy or offer to sell, in the United States or to any United States citizen or resident, any security which is or would be integrated with the sale of the Securities in a manner that would require the Securities to be registered under the Securities Act. None of the Company, its Affiliates, or any person acting on its or any of their behalf (other than the Initial Purchasers, as to whom the Company and the Guarantors make no representation or warranty) has engaged or will engage, in connection with the offering of the Securities, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act (each, a “**General Solicitation**”). With respect to those Securities sold in reliance upon Regulation S, (i) none of the Company, its Affiliates or any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Company and the Guarantors make no representation or warranty) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) each of the Company and its Affiliates and any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Company and the Guarantors make no representation or warranty) has complied and will comply with the offering restrictions set forth in Regulation S to the extent applicable.

(c) **Eligibility for Resale under Rule 144A.** The Securities are eligible for resale pursuant to Rule 144A and will not be, at the Closing Date, of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated interdealer quotation system.

(d) **The Pricing Disclosure Package and Offering Memorandum.** Neither the Pricing Disclosure Package, as of the Time of Sale, nor the Final Offering Memorandum, as of its date or (as amended or supplemented in accordance with Section 3(a), as applicable) as of the Closing Date, contains or represents an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation, warranty and agreement shall not apply to statements in or omissions from the Pricing Disclosure Package, the Final Offering Memorandum or any amendment or supplement thereto made in reliance upon and in conformity with information furnished to the Company in writing by any Initial Purchaser through the Representative expressly for use in the Pricing Disclosure Package, the Final Offering Memorandum or amendment or supplement thereto, as the case may be. The Pricing Disclosure Package contains, and the Final Offering Memorandum will contain, all the information specified in, and meeting the requirements of, Rule 144A.

(e) **Company Additional Communications.** The Company and the Guarantors have not prepared, made, used, authorized, approved or distributed any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities, other than (i) the Pricing Disclosure Package, (ii) the Final Offering Memorandum and (iii) any electronic road show or other written communications, in each case used in accordance with Section 3(a). Each such communication by the Company, the Guarantors or their agents and representatives pursuant to clause (iii) of the preceding sentence (each, a “**Company Additional Communication**”), when taken together with the Pricing Disclosure Package, did not as of the Time of Sale, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation, warranty and agreement shall not apply to statements in or omissions from each such Company Additional Communication made in reliance upon and in conformity with information furnished to the Company in writing by any Initial Purchaser through the Representative expressly for use in any Company Additional Communication.

(f) **The Purchase Agreement.** This Agreement has been duly authorized, executed and delivered by the Company and the Guarantors.

(g) **The Registration Rights Agreement and DTC Agreement.** The Registration Rights Agreement has been duly authorized by the Company and the Guarantors and, on the Closing Date, will have been duly executed and delivered by, and will constitute a valid and binding agreement of, the Company and the Guarantors, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and except as rights to indemnification may be limited by applicable law. The DTC Agreement has been duly authorized and, on the Closing Date, will have been duly executed and delivered by, and will constitute a valid and binding agreement of, the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(h) **Authorization of the Notes, the Guarantees and the Exchange Notes.** The Notes to be purchased by the Initial Purchasers from the Company will on the Closing Date be in the form contemplated by the Indenture, have been duly authorized by the Company for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Date, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture. The Exchange Notes have been duly and validly authorized for issuance by the Company, and when issued and authenticated in accordance with the terms of the Indenture, the Registration Rights Agreement and the Exchange Offer, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting enforcement of the rights and remedies of creditors or by general principles of equity and will be entitled to the benefits of the Indenture. The Guarantees of the Notes on the Closing Date and the Guarantees of the Exchange Notes when issued will be in the respective forms contemplated by the Indenture and have been

duly authorized by the Guarantors for issuance pursuant to this Agreement and the Indenture; the Guarantees of the Notes, at the Closing Date, will have been duly executed by each of the Guarantors and, when the Notes have been authenticated in the manner provided for in the Indenture and issued and delivered against payment of the purchase price therefor, the Guarantees of the Notes will constitute valid and binding agreements of the Guarantors; and, when the Exchange Notes have been authenticated in the manner provided for in the Indenture and issued and delivered in accordance with the Registration Rights Agreement, the Guarantees of the Exchange Notes will constitute valid and binding agreements of the Guarantors, in each case, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture.

(i) **Authorization of the Indenture.** The Indenture has been duly authorized by the Company and the Guarantors and, at the Closing Date, will have been duly executed and delivered by the Company and the Guarantors and will constitute a valid and binding agreement of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(j) **Description of the Transaction Documents.** The Transaction Documents will conform in all material respects to the respective statements relating thereto contained in the Offering Memorandum.

(k) **No Material Adverse Change.** Except as otherwise disclosed in the Offering Memorandum (exclusive of any amendment or supplement thereto), subsequent to the respective dates as of which information is given in the Offering Memorandum (exclusive of any amendment or supplement thereto): (i) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, on (x) the business, condition (financial or otherwise), results of operations or prospects of the Company and its subsidiaries, taken as a whole, or (y) the consummation of the transactions contemplated by the Pricing Disclosure Package or the Final Offering Memorandum (any such change is called a “**Material Adverse Change**”); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business nor entered into any material transaction or agreement not in the ordinary course of business; and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, any of its subsidiaries on any class of capital stock or other ownership interest or repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(l) **Independent Accountants for the Company.** Ernst & Young LLP, independent registered public accounting firm for the Company and the Guarantors, which has expressed its opinions with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules of the Company incorporated by reference in the Offering Memorandum, is an independent registered public accounting firm within the meaning of the Securities Act, the Exchange Act and the rules of the Public Company Accounting Oversight Board, and any non-audit services provided by Ernst & Young LLP to the Company or any of the Guarantors have been approved by the Audit Committee of the Board of Directors of the Company.

(m) **[Reserved]**

(n) **Preparation of the Financial Statements and Financial Information.** The financial statements of the Company, together with the related schedules and notes, incorporated by reference in the Offering Memorandum present fairly in all material respects the consolidated financial position of the entities to which they relate as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States (“GAAP”) applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The financial data set forth in the Offering Memorandum under the captions “Summary–Summary of Selected Financial Data” and “Selected Financial Data” fairly present in all material respects the information set forth therein on a basis consistent with that of the audited financial statements contained in the Offering Memorandum. The statistical and market-related data and forward-looking statements included in the Offering Memorandum are based on or derived from sources that the Company and its subsidiaries believe to be reliable and accurate in all material respects and represent their good faith estimates that are made on the basis of data derived from such sources. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Offering Memorandum and the Pricing Disclosure Package fairly present the information called for in all material respects and have been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(o) **Incorporation and Good Standing of the Company and its Guarantors.** Each of the Company and the Guarantors has been duly incorporated or formed, as applicable, and is validly existing as a corporation, limited partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, and has corporate, partnership or limited liability company, as applicable, power and authority to own, lease and operate its properties and to conduct its business as described in the Offering Memorandum and to enter into and perform its obligations under each of the Transaction Documents to which it is a party. Each of the Company and each Guarantor is duly qualified as a foreign corporation, limited partnership or limited liability company, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock or other ownership interest of each Guarantor has been duly authorized and validly issued, is fully paid and nonassessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except as disclosed in the Offering Memorandum. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit B hereto. All of the Company’s subsidiaries that are not also Guarantors are dormant non-operating subsidiaries with no operations or assets and such subsidiaries are, individually and in the aggregate with all other non-Guarantor subsidiaries, immaterial to the Company.

(p) **Capitalization and Other Capital Stock Matters.** At March 31, 2019, on a consolidated basis, after giving pro forma effect to the issuance and sale of the Securities pursuant hereto, the Company would have an authorized and outstanding capitalization as set forth in the Offering Memorandum under the heading “As Adjusted” in the section entitled “Capitalization” (other than for subsequent issuances of capital stock, if any, pursuant to employee benefit plans described in the Offering Memorandum or upon exercise of outstanding options described in the Offering Memorandum). All of the outstanding shares of common stock of the Company (the “Common Stock”) have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with federal and state securities laws. None of the outstanding shares of Common Stock were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or

exercisable for, any capital stock of the Company or any of its subsidiaries other than those accurately described in the Offering Memorandum. The description of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, in the Offering Memorandum accurately and fairly describes, in all material respects, such plans, arrangements, options and rights.

(q) **Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.** Neither the Company nor any of its subsidiaries is (i) in violation of its charter, bylaws or other constitutive document or (ii) in default (or, with the giving of notice or lapse of time, would be in default) ("**Default**") under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound (including, without limitation, (x) the indenture, dated as of May 5, 2014, as supplemented by the Supplemental Indenture, dated as of December 18, 2014, the Second Supplemental Indenture, dated as of March 13, 2015, the Third Supplemental Indenture, dated as of April 9, 2015, the Fourth Supplemental Indenture, dated as of August 27, 2015, the Fifth Supplemental Indenture, dated as of November 8, 2016, the Sixth Supplemental Indenture, dated as of January 26, 2017, the Seventh Supplemental Indenture, dated as of October 17, 2017, and the Eighth Supplemental Indenture, dated as of June 21, 2018, (y) the indenture, dated as of May 12, 2017, as supplemented by the First Supplemental Indenture, dated as of October 17, 2017, and the Second Supplemental Indenture, dated as of June 21, 2018 (as supplemented, the "**Existing 2017 Indenture**"), and (z) the Company's Amended and Restated Credit Agreement, dated June 5, 2018, as amended and/or supplemented by the Joinder Agreement, dated as of June 28, 2018, and the Commitment Increase and Joinder Agreement, dated as of February 12, 2019), or to which any of the property or assets of the Company or any of its subsidiaries is subject (each, an "**Existing Instrument**"), except, in the case of clause (ii) above, for such Defaults as would not, individually or in the aggregate, result in a Material Adverse Change. The execution, delivery and performance of the Transaction Documents by the Company and the Guarantors party thereto, and the issuance and delivery of the Securities and the Exchange Securities, and consummation of the transactions contemplated hereby and thereby and by the Offering Memorandum (i) have been duly authorized by all necessary corporate or other action and will not result in any violation of the provisions of the charter, bylaws or other constitutive document of the Company or any subsidiary, (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such conflicts, breaches, Defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary, except for such violations as would not, individually or in the aggregate, result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required for the execution, delivery and performance of the Transaction Documents by the Company and the Guarantors to the extent a party thereto, or the issuance and delivery of the Securities or the Exchange Securities, or consummation of the transactions contemplated hereby and thereby and by the Offering Memorandum, except such as have been obtained or made by the Company and the Guarantors and are in full force and effect under the Securities Act, under applicable securities laws of the several states of the United States or provinces of Canada and except such as may be required by the federal securities laws or the securities laws of the several states of the United States or provinces of Canada with respect to the Company's obligations under the Registration Rights Agreement. As used herein, a "**Debt Repayment Triggering Event**" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(r) **No Material Actions or Proceedings.** Other than as described in the Pricing Disclosure Package and the Final Offering Memorandum, there are no legal or governmental actions, suits or proceedings pending or, to the Company's and the Guarantors' knowledge, threatened (i) against or affecting the Company or any of its subsidiaries or (ii) which has as the subject thereof any property owned or leased by, the Company or any of its subsidiaries and which (in the case of clauses (i) or (ii)), if determined adversely to the Company or such subsidiary, would result in a Material Adverse Change or adversely affect the consummation of the transactions contemplated by this Agreement. No material labor dispute with the employees of the Company or any of its subsidiaries exists or, to the Company's and the Guarantors' knowledge, is threatened or imminent.

(s) **Intellectual Property Rights.** The Company and its subsidiaries own or possess sufficient trademarks, trade names, patent rights, copyrights, licenses, approvals, trade secrets and other similar rights (collectively, "**Intellectual Property Rights**") reasonably necessary to conduct their businesses as now conducted; and the expected expiration of any of such Intellectual Property Rights would not result in a Material Adverse Change. Neither the Company nor any of its subsidiaries has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would result in a Material Adverse Change.

(t) **All Necessary Permits, etc.** The Company and each subsidiary possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to own, lease and operate its properties and to conduct their respective businesses, except to the extent that any failure to have such certificates, authorizations or permits would reasonably be expected, singly or in the aggregate, to result in a Material Adverse Change. Neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Change.

(u) **Title to Properties.** The Company and each of its subsidiaries has good legal, valid and defensible title to all the properties and assets reflected as owned in the financial statements referred to in Section 1(l) hereof (or elsewhere in the Offering Memorandum), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except as (i) disclosed in the Offering Memorandum and (ii) such as do not materially and adversely affect the value of such property, do not materially interfere with the use made or proposed to be made of such property by the Company or such subsidiary, or would not otherwise result in a Material Adverse Change. The real property, improvements, equipment and personal property held under lease by the Company or any subsidiary are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary, and except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(v) **Tax Law Compliance.** Except where such failure to file or pay an assessment, fine or penalty would not in the aggregate reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change or where such matters have been properly extended or are the result of a pending bona fide dispute with taxing authorities, the Company and its consolidated subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them. The Company has

made adequate charges, accruals and reserves in accordance with GAAP in the applicable financial statements referred to in Section 1(m) hereof in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its consolidated subsidiaries has not been finally determined.

(w) **Company and Guarantors Not an “Investment Company.”** The Company has been advised of the rules and requirements under the Investment Company Act of 1940, as amended (the “**Investment Company Act**,” which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder). Neither the Company nor any Guarantor is, or after receipt of payment for the Securities will be, an “investment company” within the meaning of the Investment Company Act and will conduct its business in a manner so that it will not become subject to the Investment Company Act.

(x) **Insurance.** Each of the Company and its subsidiaries are insured by recognized and, to the knowledge of the Company and the Guarantors, financially sound institutions with policies in such amounts and with such deductibles and covering such risks as they reasonably believe are generally deemed adequate and customary for their businesses including, without limitation, to the extent that they reasonably so believe, policies covering real and personal property owned or leased by the Company and its subsidiaries against theft, damage, destruction, acts of vandalism, flood and earthquakes. The Company has no reason to believe that it or any subsidiary will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change. During the past two years, to the Company’s and the Guarantors’ knowledge, neither the Company nor any subsidiary has been denied any insurance coverage which it has sought or for which it has applied.

(y) *[Reserved]*

(z) **No Price Stabilization or Manipulation.** None of the Company or any of the Guarantors has taken or will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(aa) **Solvency.** Each of the Company and the Guarantors is, and immediately after the Closing Date will be, Solvent. As used herein, the term “**Solvent**” means, with respect to any person on a particular date, that on such date (i) the fair market value of the assets of such person is greater than the total amount of liabilities (including contingent liabilities) of such person, (ii) the present fair salable value of the assets of such person is greater than the amount that will be required to pay the probable liabilities of such person on its debts as they become absolute and matured, (iii) such person is able to realize upon its assets and pay its debts and other liabilities, including contingent obligations, as they mature and (iv) such person does not have unreasonably small capital.

(bb) **Company’s Accounting System.** The Company and its subsidiaries maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company and its subsidiaries maintain a system of accounting controls that is sufficient to provide reasonable assurances that:

(i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in

conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Offering Memorandum and the Pricing Disclosure Package fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto.

(cc) **Disclosure Controls and Procedures.** The Company has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any of its subsidiaries, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls; and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(dd) **Regulations T, U, X.** Neither the Company nor any Guarantor nor any of their respective subsidiaries nor any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(ee) **Compliance with and Liability Under Environmental Laws.** Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change: (i) each of the Company and its subsidiaries and their respective operations and facilities are in compliance with, and not subject to any known liabilities under, applicable Environmental Laws, which compliance includes, without limitation, having obtained and being in compliance with any permits, licenses or other governmental authorizations or approvals, and having made all filings and provided all financial assurances and notices, required for the ownership and operation of the business, properties and facilities of the Company or its subsidiaries under applicable Environmental Laws, and compliance with the terms and conditions thereof; (ii) neither the Company nor any of its subsidiaries has received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries is in violation of any Environmental Law; (iii) there is no claim, action or cause of action filed with a court or governmental authority, no investigation with respect to which the Company has received written notice, and no written notice by any person or entity alleging actual or potential liability on the part of the Company or any of its subsidiaries based on or pursuant to any Environmental Law pending or, to the best of the Company's and the Guarantors' knowledge, threatened against the Company or any of its subsidiaries or any person or entity whose liability under or pursuant to any Environmental Law the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law; (iv) neither the Company nor any of its subsidiaries is conducting or paying for, in whole or in part, any investigation, response or other corrective action pursuant to any Environmental Law at any site or facility, nor is any of them subject or a party to any order, judgment, decree, contract or agreement which imposes any obligation or liability under any Environmental Law; (v) no lien, charge, encumbrance or restriction has been recorded pursuant to any Environmental

Law with respect to any assets, facility or property owned, operated or leased by the Company or any of its subsidiaries; and (vi) there are no past or present actions, activities, circumstances, conditions or occurrences, including, without limitation, the Release or threatened Release of any Material of Environmental Concern, that could reasonably be expected to result in a violation of or liability under any Environmental Law on the part of the Company or any of its subsidiaries, including without limitation, any such liability which the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law.

For purposes of this Agreement, “**Environment**” means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna. “**Environmental Laws**” means the common law and all federal, state, local and foreign laws or regulations, ordinances, codes, orders, decrees, judgments and injunctions issued, promulgated or entered thereunder, relating to pollution or protection of the Environment or human health, including without limitation, those relating to (i) the Release or threatened Release of Materials of Environmental Concern; and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, transport, handling or recycling of Materials of Environmental Concern. “**Materials of Environmental Concern**” means any substance, material, pollutant, contaminant, chemical, waste, compound, or constituent, in any form, including without limitation, petroleum and petroleum products, subject to regulation or which can give rise to liability under any Environmental Law. “**Release**” means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection or leaching into the Environment, or into, from or through any building, structure or facility.

(ff) **Periodic Review of Costs of Environmental Compliance.** In the ordinary course of its business, the Company conducts a periodic review of the effect of Environmental Laws on the business, operations and properties of the Company and its subsidiaries, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review and the amount of its established reserves, if any, the Company has reasonably concluded that such associated costs and liabilities would not, individually or in the aggregate, result in a Material Adverse Change.

(gg) **ERISA Compliance.** Each “employee benefit plan” (as defined under the Employee Retirement Income Security Act of 1974 (as amended, “**ERISA**,” which term, as used herein, includes the regulations and published interpretations thereunder)) established, maintained, contributed to or required to be contributed to by the Company, its subsidiaries or their ERISA Affiliates (as defined below) (each, a “**Benefit Plan**”) is in compliance in all material respects with ERISA. “**ERISA Affiliate**” means, with respect to the Company or a subsidiary, any member of any group of organizations described in Section 414 of the Internal Revenue Code of 1986 (as amended, the “**Code**,” which term, as used herein, includes the regulations and published interpretations thereunder) of which the Company or such subsidiary is a member. No non-exempt “reportable event” (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any Benefit Plan. No “single employer plan” (as defined in Section 4001 of ERISA) established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates, if such “employee benefit plan” were terminated, would have any “unfunded benefit liabilities” (as defined under ERISA). Neither the Company, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any Benefit Plan or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each Benefit Plan that is intended to be qualified under Section 401 of the Code is subject to a favorable determination letter issued by the Internal Revenue Service providing that such plan is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

(hh) **Compliance with Labor Laws.** Except as would not, individually or in the aggregate, result in a Material Adverse Change, (i) there is (A) no unfair labor practice complaint pending or, to the best of the Company's and the Guarantors' knowledge, threatened against the Company or any of its subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements pending, or to the best of the Company's and the Guarantors' knowledge, threatened, against the Company or any of its subsidiaries, (B) no strike, labor dispute, slowdown or stoppage pending or, to the best of the Company's and the Guarantors' knowledge, threatened against the Company or any of its subsidiaries and (C) no union representation question existing with respect to the employees of the Company or any of its subsidiaries and, to the best of the Company's and the Guarantors' knowledge, no union organizing activities taking place and (ii) there has been no violation of any federal, state or local law relating to discrimination in hiring, promotion or pay of employees or of any applicable wage or hour laws.

(ii) **Related Party Transactions.** No relationship, direct or indirect, exists between or among any of the Company or any affiliate of the Company, on the one hand, and any director, officer, member, stockholder, customer or supplier of the Company or any affiliate of the Company, on the other hand, which is required by the Securities Act to be disclosed in a registration statement on Form S-1 which is not so disclosed in the Offering Memorandum. There are no outstanding loans, advances (except advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any affiliate of the Company to or for the benefit of any of the officers or directors of the Company or any affiliate of the Company or any of their respective family members.

(jj) **No Unlawful Contributions or Other Payments.** Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and the Guarantors, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in (i) a violation by such persons of the FCPA or any applicable law or regulation implementing the OECD Convention, (ii) an offence by such persons under the Bribery Act, or (iii) a violation by such persons of any other applicable anti-bribery or anti-corruption law, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office, in contravention of the FCPA, the OECD Convention, the Bribery Act and any other applicable anti-bribery or anti-corruption law, and the Company, its subsidiaries and, to the knowledge of the Company and the Guarantors, its affiliates have conducted their businesses in compliance with all applicable anti-bribery and anti-corruption laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

“**FCPA**” means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

“**OECD Convention**” means OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“**Bribery Act**” means Bribery Act 2010 of the United Kingdom.

(kk) **No Default in Senior Indebtedness.** No event of default exists under any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument constituting senior Indebtedness (as defined in the Existing 2017 Indenture).

(ll) **No Conflict with Money Laundering Laws.** The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the Money Laundering Control Act of 1986, as amended, any other money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company and the Guarantors, threatened.

(mm) **No Conflict with Sanctions Laws.** Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and the Guarantors, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently subject to any sanctions administered by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of Treasury (“**OFAC**”), the U.S. Department of Commerce, or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council (“**UNSC**”), the European Union, Her Majesty’s Treasury (“**HMT**”) or other relevant sanctions authority (collectively, “**Sanctions**”), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and Crimea (each, a “**Sanctioned Country**”). The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, (i) to fund any activities of or business with any person that, at the time of such funding, is the subject of Sanctions, or any Sanctioned Country or in any other country or territory, that, at the time of such funding, is the subject of Sanctions, or (ii) in any other manner that will result in a violation by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(nn) **Stock Options.** No stock options have been granted pursuant to the stock-based compensation plans of the Company and its subsidiaries or otherwise.

(oo) **Regulation S.** The Company, the Guarantors and their respective affiliates and all persons acting on their behalf (other than the Initial Purchasers, as to whom the Company and the Guarantors make no representation) have complied with and will comply with the offering restrictions requirements of Regulation S in connection with the offering of the Securities outside the United States and, in connection therewith, the Offering Memorandum will contain the disclosure required by Rule 902. The Securities sold in reliance on Regulation S will be represented upon issuance by a temporary global security that may not be exchanged for definitive securities until the expiration of the 40-day restricted period referred to in Rule 903 of the Securities Act and only upon certification of beneficial ownership of such Securities by non-U.S. persons or U.S. persons who purchased such Securities in transactions that were exempt from the registration requirements of the Securities Act.

(pp) **Incorporated Documents.** The documents incorporated or deemed to be incorporated by reference in the Offering Memorandum at the time they were or hereafter are filed with the Commission (collectively, the “**Incorporated Documents**”) complied and will comply in all material respects with the requirements of the Exchange Act. Each such Incorporated Document, when taken together with the Pricing Disclosure Package, did not as of the Time of Sale, and at the Closing

Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(qq) **Compliance with Sarbanes-Oxley.** The Company and its subsidiaries and, to the knowledge of the Company, their respective officers and directors are, and at all times have been, in all material respects with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder that are effective and applicable to the Company or such person as an officer or director of the Company.

(rr) **Cybersecurity; Data Protection.** The Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

Any certificate signed by an officer of the Company or any Guarantor and delivered to the Initial Purchasers or to counsel for the Initial Purchasers shall be deemed to be a representation and warranty by the Company or such Guarantor to each Initial Purchaser as to the matters set forth therein.

SECTION 2. **Purchase, Sale and Delivery of the Securities.**

(a) **The Securities.** Each of the Company and the Guarantors agrees to issue and sell to the Initial Purchasers, severally and not jointly, all of the Securities, and, subject to the conditions set forth herein, the Initial Purchasers agree, severally and not jointly, to purchase from the Company and the Guarantors the aggregate principal amount of Securities set forth opposite their names on Schedule A, at a purchase price of 99.0% of the principal amount thereof, plus accrued interest from May 23, 2019, payable on the Closing Date, in each case, on the basis of the representations, warranties and agreements herein contained, and upon the terms herein set forth.

(b) **The Closing Date.** Delivery of certificates for the Securities in definitive form to be purchased by the Initial Purchasers and payment therefor shall be made at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (or such other place as may be agreed to by the Company and the Representative) at 9:00 a.m. New York City time, on May 23, 2019, or such other time and date as the Representative shall designate by notice to the Company (the time and date of such closing are called the "**Closing Date**"). The Company hereby acknowledges that circumstances under which the Representative may provide notice to postpone the Closing Date as originally scheduled

include, but are in no way limited to, any determination by the Company or the Initial Purchasers to recirculate to investors copies of an amended or supplemented Offering Memorandum or a delay as contemplated by the provisions of Section 17 hereof.

(c) **Delivery of the Securities.** The Company shall deliver, or cause to be delivered, to the Representative for the accounts of the several Initial Purchasers certificates for the Notes at the Closing Date against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The certificates for the Securities shall be in such denominations and registered in the name of Cede & Co., as nominee of the Depository, pursuant to the DTC Agreement, and shall be made available for inspection on the business day preceding the Closing Date at a location in New York City, as the Representative may designate. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Initial Purchasers.

(d) **Initial Purchasers as Qualified Institutional Buyers.** Each Initial Purchaser severally and not jointly represents and warrants to, and agrees with, the Company that:

(i) it will offer and sell Securities only to (a) persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A (“**Qualified Institutional Buyers**”) in transactions meeting the requirements of Rule 144A or (b) upon the terms and conditions set forth in Annex I to this Agreement; and

(ii) it is an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

SECTION 3. Additional Covenants. Each of the Company and the Guarantors further covenants and agrees with each Initial Purchaser as follows:

(a) **Preparation of Final Offering Memorandum; Initial Purchasers’ Review of Proposed Amendments and Supplements and Company Additional Communications.** As promptly as practicable following the Time of Sale and in any event not later than the second business day following the date hereof, the Company will prepare and deliver to the Initial Purchasers the Final Offering Memorandum, which shall consist of the Preliminary Offering Memorandum as modified only by the information contained in the Pricing Supplement. The Company will not amend or supplement the Preliminary Offering Memorandum or the Pricing Supplement. The Company will not amend or supplement the Final Offering Memorandum prior to the Closing Date unless the Representative shall previously have been furnished a copy of the proposed amendment or supplement at least two business days prior to the proposed use or filing, and shall not have objected to such amendment or supplement. Before making, preparing, using, authorizing, approving or distributing any Company Additional Communication, the Company will furnish to the Representative a copy of such written communication for review and will not make, prepare, use, authorize, approve or distribute any such written communication to which the Representative reasonably objects.

(b) **Amendments and Supplements to the Final Offering Memorandum and Other Securities Act Matters.** If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement any of the Pricing Disclosure Package to comply with law, the Company and the Guarantors will immediately notify the Initial Purchasers thereof and forthwith prepare and (subject to Section 3(a) hereof) furnish to the Initial Purchasers such

amendments or supplements to any of the Pricing Disclosure Package as may be necessary so that the statements in any of the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances under which they were made, be misleading or so that any of the Pricing Disclosure Package will comply with all applicable law. If, prior to the completion of the placement of the Securities by the Initial Purchasers with the Subsequent Purchasers, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Final Offering Memorandum, as then amended or supplemented, in order to make the statements therein, in the light of the circumstances when the Final Offering Memorandum is delivered to a Subsequent Purchaser, not misleading, or if in the judgment of the Representative or counsel for the Initial Purchasers it is otherwise necessary to amend or supplement the Final Offering Memorandum to comply with law, the Company and the Guarantors agree to promptly prepare (subject to Section 3(a) hereof), and furnish at its own expense to the Initial Purchasers, amendments or supplements to the Final Offering Memorandum so that the statements in the Final Offering Memorandum as so amended or supplemented will not, in the light of the circumstances at the Closing Date and at the time of sale of Securities, be misleading or so that the Final Offering Memorandum, as amended or supplemented, will comply with all applicable law.

Following the consummation of the Exchange Offer or the effectiveness of an applicable shelf registration statement and for so long as the Securities are outstanding, if, in the judgment of the Representative, the Initial Purchasers or any of their affiliates (as such term is defined in the Securities Act) are required to deliver a prospectus in connection with sales of the Securities, the Company and the Guarantors agree to periodically amend the applicable registration statement so that the information contained therein complies with the requirements of Section 10 of the Securities Act, to amend the applicable registration statement or supplement the related prospectus or the documents incorporated therein when necessary to reflect any material changes in the information provided therein so that the registration statement and the prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing as of the date the prospectus is so delivered, not misleading and to provide the Initial Purchasers with copies of each amendment or supplement filed and such other documents as the Initial Purchasers may reasonably request.

The Company hereby expressly acknowledges that the indemnification and contribution provisions of Sections 8 and 9 hereof are specifically applicable and relate to each offering memorandum, registration statement, prospectus, amendment or supplement referred to in this Section 3.

(c) **Copies of the Offering Memorandum.** The Company agrees to furnish the Initial Purchasers, without charge, as many copies of the Pricing Disclosure Package and the Final Offering Memorandum and any amendments and supplements thereto as they shall reasonably request.

(d) **Blue Sky Compliance.** Each of the Company and the Guarantors shall cooperate with the Representative and counsel for the Initial Purchasers to qualify or register (or to obtain exemptions from qualifying or registering) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States, the provinces of Canada or any other jurisdictions designated by the Representative, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. None of the Company or any of the Guarantors shall be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. The Company will advise the Representative promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, each of the Company and the Guarantors shall use its best efforts to obtain the withdrawal thereof at the earliest possible moment.

(e) **Use of Proceeds.** The Company shall apply the net proceeds from the sale of the Notes sold by it in the manner described under the caption “Use of Proceeds” in the Pricing Disclosure Package.

(f) **The Depository.** The Company will cooperate with the Initial Purchasers and use its best efforts to permit the Securities to be eligible for clearance and settlement through the facilities of the Depository.

(g) **Additional Issuer Information.** At any time when the Company is not subject to Section 13 or 15 of the Exchange Act, for the benefit of holders and beneficial owners from time to time of the Securities, the Company shall furnish, at its expense, upon request, to holders and beneficial owners of Securities and prospective purchasers of Securities information (“**Additional Issuer Information**”) satisfying the requirements of Rule 144A(d).

(h) **Agreement Not to Offer or Sell Additional Securities.** During the period of 180 days following the date hereof, the Company will not, without the prior written consent of the Representative (which consent may be withheld at the sole discretion of the Representative), directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open “put equivalent position” within the meaning of Rule 16a-1 under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Company or securities exchangeable for or convertible into debt securities of the Company (other than as contemplated by this Agreement and to register the Exchange Securities).

(i) **Future Reports to the Initial Purchasers.** At any time when the Company is not subject to Section 13 or 15 of the Exchange Act and any Securities or Exchange Securities remain outstanding, the Company will furnish, upon request, to the Representative and to each of the other Initial Purchasers: (i) as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of income, stockholders’ equity and cash flows for the year then ended and the opinion thereon of the Company’s independent public or certified public accountants; (ii) as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other report filed by the Company with the Commission, the Financial Industry Regulatory Authority (“**FINRA**”) or any securities exchange; and (iii) as soon as available, copies of any report or communication of the Company mailed generally to holders of its capital stock or debt securities (including the holders of the Securities), if, in each case, such documents are not filed with the Commission within the time periods specified by the Commission’s rules and regulations under Section 13 or 15 of the Exchange Act.

(j) **No Integration.** The Company agrees that it will not and will cause its Affiliates not to make any offer or sale of securities of the Company of any class if, as a result of the doctrine of “integration” referred to in Rule 502 under the Securities Act, such offer or sale would render invalid (for the purpose of (i) the sale of the Securities by the Company to the Initial Purchasers, (ii) the resale of the Securities by the Initial Purchasers to Subsequent Purchasers or (iii) the resale of the Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof or by Rule 144A or by Regulation S thereunder or otherwise.

(k) **No General Solicitation or Directed Selling Efforts.** The Company agrees that it will not and will not permit any of its Affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no covenant is given) to (i) solicit offers for, or offer or sell, the Securities (A) by means of any General Solicitation or (B) in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engage in any directed selling efforts with respect to the Securities within the meaning of Regulation S, and the Company will and will cause all such persons to comply with the offering restrictions requirement of Regulation S with respect to the Securities.

(l) **No Restricted Resales.** The Company will not, and will not permit any of its Affiliates to resell any of the Notes that have been reacquired by any of them, except for notes purchased by the Company or any of its Affiliates and resold in a transaction registered under the Securities Act.

(m) **Legended Securities.** Each certificate for a Security will bear the legend contained in “Transfer Restrictions” in the Preliminary Offering Memorandum for the time period and upon the other terms stated in the Preliminary Offering Memorandum.

(n) **Tender Offer.** On the Closing Date, the Company will accept for purchase any and all of the 2022 Notes that are validly tendered (and not withdrawn) on or prior to the tender deadline of the Tender Offer and settle the Tender Offer.

The Representative on behalf of the several Initial Purchasers, may, in its sole discretion, waive in writing the performance by the Company or any Guarantor of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. Payment of Expenses. Each of the Company and the Guarantors agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation, (i) all expenses incident to the issuance and delivery of the Securities (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities to the Initial Purchasers, (iii) all fees and expenses of the Company’s and the Guarantors’ counsel, independent public or certified public accountants and other advisors, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Pricing Disclosure Package and the Final Offering Memorandum (including financial statements and exhibits), and all amendments and supplements thereto, and the Transaction Documents, (v) all filing fees, attorneys’ fees and expenses incurred by the Company, the Guarantors or the Initial Purchasers in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States, the provinces of Canada or other jurisdictions designated by the Initial Purchasers (including, without limitation, the cost of preparing, printing and mailing preliminary and final blue sky or legal investment memoranda and any related supplements to the Pricing Disclosure Package or the Final Offering Memorandum), (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture, the Securities and the Exchange Securities, (vii) any fees payable in connection with the rating of the Securities or the Exchange Securities with the ratings agencies, (viii) any filing fees incident to, and any reasonable fees and disbursements of counsel to the Initial Purchasers in connection with the review by FINRA, if any, of the terms of the sale of the Securities or the Exchange Securities, (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company and the Guarantors in connection with approval of the Securities by the Depository for “book-entry” transfer, and the performance by the Company and the Guarantors of their respective other obligations under this Agreement, and (x) all expenses incident to the “road show” for

the offering of the Securities, including the cost of any chartered airplane or other transportation. Except as provided in this Section 4 and Sections 6, 8 and 9 hereof, the Initial Purchasers shall pay their own expenses, including the fees and disbursements of their counsel.

SECTION 5. **Conditions of the Obligations of the Initial Purchasers.** The obligations of the several Initial Purchasers to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company and the Guarantors set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by the Company and the Guarantors of their covenants and other obligations hereunder, and to each of the following additional conditions:

(a) **Accountants' Comfort Letters.** On the date hereof, the Initial Purchasers shall have received from Ernst & Young LLP, the independent registered public accounting firm for the Company, a "comfort letter" dated the date hereof addressed to the Initial Purchasers, in form and substance satisfactory to the Representative, covering the financial information of the Company in the Pricing Disclosure Package and other customary matters. In addition, on the Closing Date, the Initial Purchasers shall have received from such accountants a "bring-down comfort letter" dated the Closing Date addressed to the Initial Purchasers, in form and substance satisfactory to the Representative, in the form of the "comfort letter" delivered on the date hereof, except that (i) it shall cover the financial information of the Company in the Final Offering Memorandum and any amendment or supplement thereto and (ii) procedures shall be brought down to a date no more than 3 days prior to the Closing Date.

(b) **[Reserved]**

(c) **No Material Adverse Change or Ratings Agency Change.** For the period from and after the date of this Agreement and prior to the Closing Date:

(i) in the judgment of the Representative there shall not have occurred any Material Adverse Change; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded the Company or any of its subsidiaries or any of their securities or indebtedness by any "nationally recognized statistical rating organization" registered under Section 15E of the Exchange Act.

(d) **Opinion of Counsel for the Company.** On the Closing Date the Initial Purchasers shall have received the written opinion of Greenberg Traurig, LLP, counsel for the Company, dated as of such Closing Date, in form and substance reasonably satisfactory to the Representative, substantially in the form of Exhibit A.

(e) **Opinion of Counsel for the Initial Purchasers.** On the Closing Date the Initial Purchasers shall have received the favorable opinion of Davis Polk & Wardwell LLP, counsel for the Initial Purchasers, dated as of such Closing Date, with respect to such matters as may be reasonably requested by the Initial Purchasers.

(f) **Officers' Certificate.** On the Closing Date the Initial Purchasers shall have received a written certificate executed by the Chairman of the Board, Chief Executive Officer or President of the Company and each Guarantor and the Chief Financial Officer or Chief Accounting Officer of the Company and each Guarantor, dated as of the Closing Date, to the effect set forth in Section 5(b)(ii) hereof, and further to the effect that:

(i) for the period from and after the date of this Agreement and prior to the Closing Date there has not occurred any Material Adverse Change;

(ii) the representations, warranties and covenants of the Company and the Guarantors set forth in Section 1 hereof were true and correct as of the date hereof and are true and correct as of the Closing Date with the same force and effect as though expressly made on and as of the Closing Date; and

(iii) each of the Company and the Guarantors has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(g) **Indenture; Registration Rights Agreement.** The Company and the Guarantors shall have executed and delivered the Indenture, in form and substance reasonably satisfactory to the Representative, and the Initial Purchasers shall have received executed copies thereof. The Company and the Guarantors shall have executed and delivered the Registration Rights Agreement, in form and substance reasonably satisfactory to the Representative, and the Initial Purchasers shall have received such executed counterparts.

(h) **Additional Documents.** On or before the Closing Date, the Initial Purchasers and counsel for the Initial Purchasers shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representative by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 6. Reimbursement of Initial Purchasers' Expenses. If this Agreement is terminated by the Representative pursuant to Section 5 or 10 hereof, including if the sale to the Initial Purchasers of the Securities on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Initial Purchasers, severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Initial Purchasers in connection with the proposed purchase and the offering and sale of the Securities, including, without limitation, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

SECTION 7. Offer, Sale and Resale Procedures. Each of the Initial Purchasers, on the one hand, and the Company and each of the Guarantors, on the other hand, hereby agree to observe the following procedures in connection with the offer and sale of the Securities:

(a) Offers and sales of the Securities will be made only by the Initial Purchasers or Affiliates thereof qualified to do so in the jurisdictions in which such offers or sales are made. Each sale of Securities shall be made only to persons whom the seller reasonably believes to be Qualified Institutional Buyers or non-U.S. persons outside the United States to whom the offeror or seller reasonably believes offers and sales of the Securities may be made in reliance upon Regulation S upon the terms and conditions set forth in Annex I hereto, which Annex I is hereby expressly made a part hereof.

(b) Upon original issuance by the Company, and until such time as the same is no longer required under the applicable requirements of the Securities Act, the Notes (and all securities issued in exchange therefor or in substitution thereof, other than the Exchange Notes) shall bear the following legend:

“THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (1)(a) INSIDE THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A FOREIGN PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY.”

Following the sale of the Securities by the Initial Purchasers to Subsequent Purchasers pursuant to the terms hereof, the Initial Purchasers shall not be liable or responsible to the Company for any losses, damages or liabilities suffered or incurred by the Company, including any losses, damages or liabilities under the Securities Act, arising from or relating to any resale or transfer of any Security.

SECTION 8. **Indemnification.**

(a) **Indemnification of the Initial Purchasers.** Each of the Company and the Guarantors, jointly and severally, agrees to indemnify and hold harmless each Initial Purchaser, its affiliates, directors, officers and employees, and each person, if any, who controls any Initial Purchaser within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Initial Purchaser, affiliate, director, officer, employee or controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based: (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, the Pricing Supplement, any Company Additional Communication or the Final Offering Memorandum (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (ii) in whole or in part upon any failure of the Company to perform its obligations hereunder or under law; and to reimburse each Initial Purchaser and each such affiliate, director, officer, employee or controlling person for any and all expenses (including the fees and disbursements of counsel chosen by the Representative) as such expenses are reasonably incurred by such Initial Purchaser or such affiliate, director, officer, employee or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply, with respect to an Initial Purchaser, to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, the Pricing Supplement, any Company Additional Communication or the Final Offering Memorandum (or any amendment or supplement thereto). The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) **Indemnification of the Company and the Guarantors.** Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless the Company, each Guarantor, each of their respective directors and each person, if any, who controls the Company or any Guarantor within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, any Guarantor or any such director or controlling person may become subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Initial Purchaser), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, the Pricing Supplement, any Company Additional Communication or the Final Offering Memorandum (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Offering Memorandum, the Pricing Supplement, any Company Additional Communication or the Final Offering Memorandum (or any amendment or supplement thereto), in

reliance upon and in conformity with written information furnished to the Company by such Initial Purchaser through the Representative expressly for use therein; and to reimburse the Company, any Guarantor and each such director or controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are reasonably incurred by the Company, any Guarantor or such director or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. Each of the Company and the Guarantors hereby acknowledges that the only information that the Initial Purchasers through the Representative has furnished to the Company expressly for use in the Preliminary Offering Memorandum, the Pricing Supplement, any Company Additional Communication or the Final Offering Memorandum (or any amendment or supplement thereto) are the statements set forth in the third paragraph and the ninth paragraph under the caption "Plan of Distribution" in the Preliminary Offering Memorandum and the Final Offering Memorandum. The indemnity agreement set forth in this Section 8 (b) shall be in addition to any liabilities that each Initial Purchaser may otherwise have.

(c) **Notifications and Other Indemnification Procedures.** Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; *provided* that the failure to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party under this Section 8 except to the extent that it has been materially prejudiced by such failure and shall not relieve the indemnifying party from any liability that the indemnifying party may have to an indemnified party other than under this Section 8. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that an actual conflict exists between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel (in each jurisdiction)), which shall be selected by the Representative (in the case of counsel representing the Initial Purchasers or their related persons), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) **Settlements.** The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, which will not be unreasonably withheld, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or

expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by this Section 8, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have received notice of the terms such settlement at least 30 days prior to such settlement being entered into, and (iii) such indemnifying party shall not have (x) reimbursed the indemnified party in accordance with such request or (y) disputed in good faith the indemnified party's entitlement to such reimbursement prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, not to be unreasonably withheld, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any indemnified party.

SECTION 9. Contribution. If the indemnification provided for in Section 8 hereof is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, in connection with the statements or omissions herein which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, and the total discount received by the Initial Purchasers bear to the aggregate initial offering price of the Securities. The relative fault of the Company and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors, on the one hand, or the Initial Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or inaccuracy.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8 hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 8 hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 9; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 8 hereof for purposes of indemnification.

The Company, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Initial Purchaser shall be required to contribute any amount in excess of the discount received by such Initial Purchaser in connection with the Securities distributed by it. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective commitments as set forth opposite their names in Schedule A. For purposes of this Section 9, each director, officer and employee of an Initial Purchaser and each person, if any, who controls an Initial Purchaser within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Initial Purchaser, and each director of the Company or any Guarantor, and each person, if any, who controls the Company or any Guarantor with the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company and the Guarantors.

SECTION 10. Termination of this Agreement. Prior to the Closing Date, this Agreement may be terminated by the Representative by notice given to the Company if at any time: (i) trading or quotation in any of the Company's securities shall have been suspended or limited by the Commission, or trading in securities generally on either the Nasdaq Stock Market or the NYSE shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such quotation system or stock exchange by the Commission or FINRA; (ii) a general banking moratorium shall have been declared by any of federal, New York or Delaware authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representative is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities in the manner and on the terms described in the Pricing Disclosure Package or to enforce contracts for the sale of securities; (iv) in the judgment of the Representative there shall have occurred any Material Adverse Change; or (v) the Company shall have sustained a loss by strike, fire, flood, earthquake, accident or other calamity of such character as in the judgment of the Representative may interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured. Any termination pursuant to this Section 10 shall be without liability on the part of (i) the Company or any Guarantor to any Initial Purchaser, except that the Company and the Guarantors shall be obligated to reimburse the expenses of the Initial Purchasers pursuant to Sections 4 and 6 hereof, (ii) any Initial Purchaser to the Company, or (iii) any party hereto to any other party except that the provisions of Sections 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 11. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantors, their respective officers and the several Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Initial Purchaser, the Company, any Guarantor or any of their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

SECTION 12. **Notices.** All communications hereunder shall be in writing and shall be mailed, hand delivered, couriered or facsimiled and confirmed to the parties hereto as follows:

If to the Initial Purchasers:

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Facsimile: (212) 270-1063
Attention: Ken Lang

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Facsimile: (212) 701-5111
Attention: Michael Kaplan, Esq.

If to the Company or the Guarantors:

Century Communities, Inc.
8390 East Crescent Parkway, Suite 650
Greenwood Village, Colorado 80111
Facsimile: (303) 770-8320
Attention: David Messenger

with a copy to:

Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Facsimile: (310) 586-0556
Attention: Mark Kelson, Esq.

Any party hereto may change the address or facsimile number for receipt of communications by giving written notice to the others.

SECTION 13. **Successors.** This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the indemnified parties referred to in Sections 8 and 9 hereof, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any Subsequent Purchaser or other purchaser of the Securities as such from any of the Initial Purchasers merely by reason of such purchase. Notwithstanding the foregoing, Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") may, without further notice, assign all of its rights, titles, obligations and interests under this Agreement to BofA Securities, Inc. or any other wholly-owned broker-dealer subsidiary of Bank of America Corporation to which all or substantially all of the investment banking capital markets or related businesses of MLPF&S may be transferred.

SECTION 14. **Authority of the Representative.** Any action by the Initial Purchasers hereunder may be taken by the Representative on behalf of the Initial Purchasers, and any such action taken by the Representative shall be binding upon the Initial Purchasers.

SECTION 15. **Partial Unenforceability.** The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 16. **Governing Law Provisions.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY AND DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (“**Related Proceedings**”) may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum.

SECTION 17. **Default of One or More of the Several Initial Purchasers.** If any one or more of the several Initial Purchasers shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on the Closing Date, and the aggregate number of Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Securities to be purchased on such date, the other Initial Purchasers shall be obligated, severally, in the proportions that the number of Securities set forth opposite their respective names on Schedule A bears to the aggregate number of Securities set forth opposite the names of all such non-defaulting Initial Purchasers, or in such other proportions as may be specified by the Initial Purchasers with the consent of the non-defaulting Initial Purchasers, to purchase the Securities which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on the Closing Date. If any one or more of the Initial Purchasers shall fail or refuse to purchase Securities and the aggregate number of Securities with respect to which such default occurs exceeds 10% of the aggregate number of Securities to be purchased on the Closing Date, and arrangements satisfactory to the Initial Purchasers and the Company for the purchase of such Securities are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination. In any such case either the Initial Purchasers or the Company shall have the right to postpone the Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Final Offering Memorandum or any other documents or arrangements may be effected.

As used in this Agreement, the term “Initial Purchaser” shall be deemed to include any person substituted for a defaulting Initial Purchaser under this Section 17. Any action taken under this Section 17 shall not relieve any defaulting Initial Purchaser from liability in respect of any default of such Initial Purchaser under this Agreement.

SECTION 18. No Advisory or Fiduciary Responsibility. Each of the Company and the Guarantors acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company and the Guarantors, on the one hand, and the several Initial Purchasers, on the other hand, and the Company and the Guarantors are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Initial Purchaser is and has been acting solely as a principal and is not the agent or fiduciary of the Company and the Guarantors or their respective affiliates, stockholders, creditors or employees or any other party; (iii) no Initial Purchaser has assumed or will assume an advisory or fiduciary responsibility in favor of the Company and the Guarantors with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising the Company and the Guarantors on other matters) or any other obligation to the Company and the Guarantors except the obligations expressly set forth in this Agreement; (iv) the several Initial Purchasers and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and the Guarantors, and the several Initial Purchasers have no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship; and (v) the Initial Purchasers have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the Company and the Guarantors have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Guarantors and the several Initial Purchasers, or any of them, with respect to the subject matter hereof. The Company and the Guarantors hereby waive and release, to the fullest extent permitted by law, any claims that the Company and the Guarantors may have against the several Initial Purchasers with respect to any breach or alleged breach of fiduciary duty.

SECTION 19. General Provisions. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart thereof. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

SECTION 20. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

SECTION 21. **Recognition of the U.S. Special Resolution Regimes.** (a) In the event that any Initial Purchaser that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Initial Purchaser of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Initial Purchaser that is a Covered Entity or a BHC Act Affiliate (as defined below) of such Initial Purchaser becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under this Agreement that may be exercised against such Initial Purchaser are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 21:

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);

“**Covered Entity**” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Signature page follows]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

CENTURY COMMUNITIES, INC.

By: /s/ David Messenger

Name: David Messenger

Title: Chief Financial Officer

[Signature page to the Purchase Agreement]

Guarantors:

AUGUSTA POINTE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

AVALON AT INVERNESS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

AVR A, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

AVR B, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

AVR C, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BARRINGTON HEIGHTS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

BEACON POINTE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BELVEDERE AT RIDGEGATE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BENCHMARK BUILDERS NORTH CAROLINA, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BENCHMARK COMMUNITIES, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

BLACKSTONE HOMES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BLUFFMONT ESTATES, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EAST GARRISON, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EG BLUFFS, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

BMC EG BUNGALOW, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EG COURTYARDS, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EG GARDEN, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EG GROVE, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EG TOWNS, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC EG VILLAGE, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

BMC MEADOWOOD II, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC PINE RIDGE, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC REALTY ADVISORS, INC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC RED HAWK, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMC TOUCHSTONE, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMCH CALIFORNIA, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

BMCH NORTH CAROLINA, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMCH TENNESSEE, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BMCH WASHINGTON, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

BRADBURN VILLAGE HOMES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CASA ACQUISITION CORP.

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CC COMMUNITIES, LLC

By: Century Land Holdings, LLC,
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CC SOUTHEAST CONSTRUCTORS, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CCC HOLDINGS, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CCG CONSTRUCTORS LLC

By: Century Communities of Georgia, LLC,
its Manager and Sole Member

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CCG REALTY GROUP LLC

By: Century Communities of Georgia, LLC,
its Manager and Sole Member

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CCH HOMES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CCNC REALTY GROUP, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CCSC REALTY GROUP, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTENNIAL HOLDING COMPANY LLC

By: Century Communities, Inc.,
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTRAL PARK ROWHOMES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT ANTHOLOGY, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT ASH MEADOWS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT AUTUMN VALLEY RANCH, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT BEACON POINTE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT BELLEVIEW PLACE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT CALEY, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT CANDELAS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT CAROUSEL FARMS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT CASTLE PINES TOWN CENTER, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT CLAREMONT RANCH, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT COLLIERS HILL, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT COMPARK VILLAGE NORTH, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT COMPARK VILLAGE SOUTH, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT COYOTE CREEK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT FOREST MEADOWS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT HARVEST MEADOWS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT LANDMARK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT LITTLETON VILLAGE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT LITTLETON VILLAGE II, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT LOR, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT LOWRY, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT MARVELLA, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT MAYFIELD, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT MEADOWBROOK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT MIDTOWN, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT MILLENNIUM, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT MURPHY CREEK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT OAK STREET, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT OBSERVATORY HEIGHTS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT OUTLOOK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT PEARSON GROVE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT SALISBURY HEIGHTS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT SHALOM PARK, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT SOUTHSORE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT SPRING VALLEY RANCH, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT STERLING RANCH, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT TANGLEWOOD, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT TERRAIN, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT THE GROVE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT THE HEIGHTS, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT THE MEADOWS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT VISTA RIDGE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT WILDGRASS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY AT WOLF RANCH, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY AT WYNDHAM HILL, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY CITY, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY COMMUNITIES OF CALIFORNIA, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF GEORGIA, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF NEVADA, LLC

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF NEVADA REALTY, LLC

Century Communities of Nevada, LLC,
By: its Sole Managing Member

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF NORTH CAROLINA, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY COMMUNITIES OF SOUTH CAROLINA, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF TENNESSEE, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF UTAH, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES OF WASHINGTON, LLC

By: Century Communities, Inc.
its Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY COMMUNITIES REALTY OF UTAH, LLC

By: Century Communities, Inc.
its Manager

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY COMMUNITIES SOUTHEAST, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY GROUP LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY LAND HOLDINGS, LLC

By: CCC Holdings, LLC,
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY LAND HOLDINGS II, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY LAND HOLDINGS OF TEXAS, LLC

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY LAND HOLDINGS OF UTAH, LLC

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY RHODES RANCH GC, LLC

By: Century Communities of Nevada, LLC,
its Sole Managing Member

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CENTURY TOWNHOMES AT CANDELAS, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CENTURY TUSCANY GC, LLC

By: Century Communities of Nevada, LLC,
its Sole Managing Member

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

CHERRY HILL PARK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

COTTAGES AT WILLOW PARK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

CROWN HILL, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

ENCLAVE AT BOYD PONDS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

ENCLAVE AT CHERRY CREEK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

ENCLAVE AT PINE GROVE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

ESTATES AT CHATFIELD FARMS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

HEARTH AT OAK MEADOWS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

HIGHLAND AT WESTBURY, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

HOMETOWN, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

HOMETOWN SOUTH, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

HORIZON BUILDING SERVICES, LLC

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

LADERA, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

LAKEVIEW FORT COLLINS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

LINCOLN PARK AT RIDGEGATE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

MADISON ESTATES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

MERIDIAN RANCH, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

MONTECITO AT RIDGEGATE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

NEIGHBORHOOD ASSOCIATIONS GROUP, LLC

By: Century Communities of Nevada, LLC,
its Sole Managing Member

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

PARK 5TH AVENUE DEVELOPMENT CO., LLC

By: Century Communities, Inc.
its Sole Managing Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

PARKWOOD ESTATES, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

PENINSULA VILLAS, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

PRESERVE AT BRIARGATE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

RED ROCKS POINTE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

RENAISSANCE AT RIDGEGATE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

RESERVE AT HIGHPOINTE ESTATES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

RESERVE AT THE MEADOWS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

SADDLE ROCK GOLF, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

SADDLEBACK HEIGHTS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

SAH HOLDINGS, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

SAWGRASS AT PLUM CREEK, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

SAWGRASS AT PLUM CREEK II, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

SHOENBERG FARMS, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

STETSON RIDGE HOMES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

STONYBRIDGE VILLAS, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

SUMMERLANE VILLAGE, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

THE OVERLOOK AT TALLYN'S REACH, LLC

By: Horizon Building Services, LLC
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

THE RETREAT AT RIDGEGATE, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

THE VERANDA, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

THE VISTAS AT NOR'WOOD, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

THE WHEATLANDS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP BARCLAY III, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP EAST GARRISON, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

UCP KERMAN, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP MEADOWOOD III, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP SAGEWOOD, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP SOLEDAD, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

UCP TAPESTRY, LLC

By: /s/ David Messenger
David Messenger
Chief Financial Officer

VENUE AT ARISTA, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

VERONA ESTATES, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

VILLAS AT HIGHLAND PARK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

VILLAS AT MURPHY CREEK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

WATERSIDE AT HIGHLAND PARK, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

WESTOWN CONDOMINIUMS, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

WESTOWN TOWNHOMES, LLC

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

WILDGRASS, LLC

By: Horizon Building Services, LLC,
its Manager

By: Century Land Holdings, LLC
its Managing Member

By: CCC Holdings, LLC
its Manager

By: Century Communities, Inc.
its Manager and Sole Member

By: /s/ David Messenger
David Messenger
Chief Financial Officer

[Signature page to the Purchase Agreement]

The foregoing Purchase Agreement is hereby confirmed and accepted by the Initial Purchasers as of the date first above written.

J.P. MORGAN SECURITIES LLC
Acting on behalf of itself
and as the Representative of
the several Initial Purchasers

By: J.P. Morgan Securities LLC

By: /s/ Ken Lang
Name: Ken Lang
Title: Managing Director

[Signature page to the Purchase Agreement]

Initial Purchasers	Aggregate Principal Amount of Securities to be Purchased
J.P. Morgan Securities LLC	\$ 325,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$ 100,000,000
BBVA Securities Inc.	\$ 15,000,000
BMO Capital Markets Corp.	\$ 15,000,000
Fifth Third Securities, Inc.	\$ 15,000,000
WoodRock Securities, L.P.	\$ 15,000,000
U.S. Bancorp Investments, Inc.	\$ 15,000,000
Total	\$ 500,000,000

Resale Pursuant to Regulation S or Rule 144A. Each Initial Purchaser understands that:

Such Initial Purchaser agrees that it has not offered or sold and will not offer or sell the Securities in the United States or to, or for the benefit or account of, a U.S. person (other than a distributor), in each case, as defined in Rule 902 of Regulation S (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering of the Securities pursuant hereto and the Closing Date, other than in accordance with Regulation S or another exemption from the registration requirements of the Securities Act. Such Initial Purchaser agrees that, during such 40-day restricted period, it will not cause any advertisement with respect to the Securities (including any “tombstone” advertisement) to be published in any newspaper or periodical or posted in any public place and will not issue any circular relating to the Securities, except such advertisements as permitted by and include the statements required by Regulation S.

Such Initial Purchaser agrees that, at or prior to confirmation of a sale of Securities by it to any distributor, dealer or person receiving a selling concession, fee or other remuneration during the 40-day restricted period referred to in Rule 903 of Regulation S, it will send to such distributor, dealer or person receiving a selling concession, fee or other remuneration a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of your distribution at any time or (ii) otherwise until 40 days after the later of the date the Securities were first offered to persons other than distributors in reliance on Regulation S and the Closing Date, except in either case in accordance with Regulation S under the Securities Act (or in accordance with Rule 144A under the Securities Act or to accredited investors in transactions that are exempt from the registration requirements of the Securities Act), and in connection with any subsequent sale by you of the Securities covered hereby in reliance on Regulation S under the Securities Act during the period referred to above to any distributor, dealer or person receiving a selling concession, fee or other remuneration, you must deliver a notice to substantially the foregoing effect. Terms used above have the meanings assigned to them in Regulation S under the Securities Act.”

Such Initial Purchaser agrees that the Securities offered and sold in reliance on Regulation S will be represented upon issuance by a global security that may not be exchanged for definitive securities until the expiration of the 40-day restricted period referred to in Rule 903 of Regulation S and only upon certification of beneficial ownership of such Securities by non-U.S. persons or U.S. persons who purchased such Securities in transactions that were exempt from the registration requirements of the Securities Act.

Annex I-1

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