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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): January 8, 2019**

**Cavco Industries, Inc.**

(Exact name of registrant as specified in its charter)

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

**000-08822**  
(Commission  
File Number)

**56-2405642**  
(IRS Employer  
Identification No.)

**3636 North Central Avenue, Suite 1200  
Phoenix, Arizona 85012**  
(Address of principal executive offices, including zip code)

**Registrant's telephone number, including area code: (602) 256-6263**

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

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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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

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

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

The disclosures set forth below under Item 5.02 regarding the Stock Option Agreement and the Indemnification Agreement are hereby incorporated by reference into this Item 1.01.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

On January 8, 2019, the Board of Directors (the "Board") of Cavco Industries, Inc., a Delaware corporation (the "Company") appointed Susan L. Blount to serve on the Board. Ms. Blount was appointed to fill the vacancy caused by the resignation of Joseph Stegmayer. Ms. Blount will serve as a director until our annual stockholders' meeting proposed to be held in 2020, and until her successor is elected and qualified. The Board affirmatively determined that Ms. Blount qualifies as an independent director. Ms. Blount has been appointed to serve on the Corporate Governance and Nominating Committee and the Compensation Committee.

Susan L. Blount, age 61, served as Executive Vice President and General Counsel of Prudential Financial, Inc. ("Prudential"), a leading provider of insurance, retirement and asset management products and services, from 2005 to 2015. In that role Ms. Blount led the company's global law, compliance, business ethics and external affairs organization. Ms. Blount joined Prudential in 1985 as a staff attorney in its commercial real estate organization. Before being appointed General Counsel, she held various positions of increasing responsibility, including Chief Investment Counsel, Vice President and Corporate Secretary, Associate General Counsel and Head of Shareholder Services. Prior to joining Prudential, Ms. Blount was an Associate at Kirkland & Ellis. In 2017, Ms. Blount was an Advanced Leadership Initiative Fellow at Harvard University. Since 2016 she has taught as an adjunct professor at the University of Texas School of Law. Ms. Blount graduated from The University of Texas at Austin with a bachelor's degree in history and a juris doctor with honors.

There are no arrangements or understandings between Ms. Blount and any other person pursuant to which Ms. Blount was elected as one of our directors. We are not aware of any transaction requiring disclosure under Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission.

Ms. Blount will be compensated for her service on our Board as follows: (i) a one-time grant of an option to purchase 10,000 shares of common stock, par value \$.01 per share, of the Company ("Common Stock"); (ii) annual compensation in the form of a grant of an option to purchase 4,000 shares of Common Stock on the anniversary of her election to the Board; (iii) a \$45,000 retainer fee; (iv) a fee of \$2,500 for each Board meeting attended in person and \$1,500 for each meeting attended by telephone; and (v) a fee of \$1,500 for each committee meeting attended in person or by telephone. These amounts remain subject to future adjustment by the Board in accordance with the Company's Second Amended and Restated Bylaws. Further Ms. Blount will be reimbursed for reasonable expenses of attending Board and committee meetings.

Effective January 8, 2019, Ms. Blount entered into a Stock Option Agreement (the "Stock Option Agreement"), whereby Ms. Blount was granted an option to purchase 10,000 shares of Common Stock. The options awarded to Ms. Blount under the Stock Option Agreement have a seven (7)-year term and a per share exercise price equal to the fair market value of a share of Common Stock on the date of grant. All options awarded become exercisable at the rate of 25% on the first (1st) anniversary of the date of grant, 25% on the second (2nd) anniversary of the date of grant, 25% on the third (3rd) anniversary of the date of grant, and 25% on the fourth (4th) anniversary of the date of grant. All rights to exercise the options terminate within four (4) months of the date that Ms. Blount ceases to be a director of the Company for any reason other than death or disability; in the case of a director's death, the options terminate fifteen (15) months thereafter and in the case of disability and resulting termination of the directorship, then the options terminate six (6) months after such date of termination.

Effective January 8, 2019, Ms. Blount entered into the Company's standard form of indemnification agreement for the Company's directors and certain of its officers (the "Indemnification Agreement"). The Indemnification Agreement provides, to the fullest extent permitted by law, indemnification against all expenses and liabilities incurred in any legal proceeding arising by reason of Ms. Blount's capacity as a director. In addition, the Indemnification Agreement provides that the Company will pay to Ms. Blount all indemnifiable expenses incurred by her in connection with a legal proceeding in advance of the final disposition of such proceeding.

The foregoing descriptions of the Stock Option Agreement and the Indemnification Agreement do not purport to be complete and are qualified in their entirety by the full text of the Stock Option Agreement and the Indemnification Agreement, copies of which are filed as Exhibits 10.1 and 10.2, respectively, and are incorporated by reference herein.

A press release announcing Ms. Blount's appointment is attached hereto as Exhibit 99.1.

**Item 8.01      Other Events.**

In light of Ms. Blount being appointed to serve on the Corporate Governance and Nominating Committee and the Compensation Committee; effective January 8, 2019, William C. Boor will no longer serve on the Corporate Governance and Nominating Committee and Jack Hanna will no longer serve on the Compensation Committee.

**Item 9.01.      Financial Statements and Exhibits**

<u><b>Exhibit Number</b></u>	<u><b>Description</b></u>
<a href="#"><u><b>10.1</b></u></a>	<a href="#"><u><b>Form of Stock Option Agreement</b></u></a>
<a href="#"><u><b>10.2</b></u></a>	<a href="#"><u><b>Form of Indemnification Agreement</b></u></a>
<a href="#"><u><b>99.1</b></u></a>	<a href="#"><u><b>Press Release dated January 8, 2019</b></u></a>

## SIGNATURES

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

CAVCO INDUSTRIES, INC.

By: /s/ Joshua J. Barsetti  
Joshua J. Barsetti  
Chief Accounting Officer

Date: January 8, 2019

**CAVCO INDUSTRIES, INC.**  
**STOCK OPTION AGREEMENT**

Dear [NAME]:

Effective [DATE], you have been granted a non-qualified Option to purchase up to [NUMBER OF SHARES] shares of the common stock, par value \$.01 per share, of Cavco Industries, Inc., a Delaware corporation (the "Company"), for [OPTION PRICE] per share (the "Option"). This Option is granted under the Cavco Industries, Inc. 2005 Stock Incentive Plan (as such plan may be amended from time to time, the "Plan"). A copy of the Plan is available to you upon request to the Corporate Secretary during the term of this Option. This Option will terminate upon the close of business on [TERMINATION DATE] unless earlier terminated as described herein or in the Plan. This Option will vest and become exercisable in the amounts and on the dates shown below, provided that, except as expressly provided in the proviso of the first sentence of the next paragraph, the optionee must be in continuous Employment or in continuous service as a Director from the Grant Date through the date shown below for the Option to vest as to the amount shown for such date: [VESTING SCHEDULE]

Except as otherwise provided below in this award agreement: (i) all rights to exercise this Option shall terminate four (4) months after the date the optionee ceases to be an employee of the Company, or ceases to be a Director, whichever may occur later, for any reason other than death or Disability, (ii) in the event of the optionee's death, this Option will terminate fifteen (15) months thereafter and (iii) in the event of the optionee's Disability and resulting termination of Employment, this Option will terminate six (6) months after such optionee's Employment Termination Date; provided however, if this Option is held by a Director who, on the date he or she ceases to be a Director (and, if also an employee, ceases to be an employee), has at least ten (10) years of service as a Director, then all Shares subject to this Option will vest on the date the Director ceases to be a Director, and all rights to exercise this Option will terminate three (3) years thereafter. In no case may this Option be exercised later than [TERMINATION DATE], 2025. If the Employment of the optionee or the optionee's service as a Director is terminated for cause, this Option shall thereafter be null and void for all purposes.

The Option may be exercised in whole or in part by delivering to the Company written notice of exercise together with payment in full for the shares being purchased upon such exercise. The purchase price for any shares purchased pursuant to the exercise of an Option, and in the case of an employee, applicable tax withholdings will be paid by any one or a combination of the following: (a) delivery of cash, check or wire transfer, (b) effecting a broker-assisted cashless exercise, which involves the immediate sale of the stock received upon exercise in the open market through an approved broker who will pay to the Company the exercise price and in the case of an employee applicable tax withholdings attributable to such exercise or (c) by a "Net Share Exercise" arrangement pursuant to which the Company will reduce the number of shares issuable upon exercise by the largest whole number of shares with an aggregate fair market value that does not exceed the aggregate exercise price (with the remainder of the exercise price to be paid in cash). For the Purpose of a Net Share Exercise, the term "fair market value" shall mean the closing price of a Share as reported on the Nasdaq Global Select Market on the trading date immediately preceding the date that the Option is exercised. Notwithstanding the foregoing, if the Grant Price of the vested but unexercised shares subject to the Option is less than the fair market value (as defined above) of a share of Common Stock on the day the Option would otherwise expire or terminate as provided above (except for a termination of service or employment for cause as provided above), then the Option shall be automatically exercised for the maximum number of whole Shares pursuant to clause (c) above immediately prior to its expiration or termination, and any remaining unexercised fractional Share shall forfeit.

This Option is subject to the Plan, and the Plan will govern where there is any inconsistency between the Plan and this Option. The provisions of the Plan are also provisions of this Option, and all terms, provisions and definitions set forth in the Plan are incorporated in this Option and made a part of this Option for all purposes. Capitalized terms used but not defined in this Option will have the meanings assigned to such terms in the Plan. This Option has been signed in duplicate by Cavco Industries, Inc. and delivered to you, and (when you sign below) has been accepted by you effective as of [DATE OF GRANT].

**ACCEPTED BY OPTIONEE**

as of [DATE OF GRANT]

**CAVCO INDUSTRIES, INC.**

By: \_\_\_\_\_

## **INDEMNIFICATION AGREEMENT**

This INDEMNIFICATION AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Cavco Industries, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (the “Director”).

### **RECITALS**

A. The Board of Directors of the Company (the “Board”) believes that highly competent persons have become more reluctant to serve publicly-held corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

B. The Director may not regard the protection available under the Company’s Restated Certificate of Incorporation (as amended, the “Charter”) and Second Amended and Restated Bylaws (the “Bylaws”) and insurance as adequate in the present circumstances, and may not be willing to serve or continue to serve as an officer or director without adequate protection, and the Company desires Director to serve or continue to serve in such capacity. Director is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Director be so indemnified.

C. The Board has determined that it is in the best interests of the Company to retain the Director’s services and to assure the Director that there will be adequate protection from certain liabilities in connection with such service.

D. This Agreement is separate from and in addition to the Charter and the Bylaws and any resolutions adopted pursuant thereto, as well as any rights of the Director under any directors’ and officers’ liability insurance policy, and shall not be deemed a substitute therefore, nor to diminish or abrogate any rights of the Director thereunder.

E. Each of Section 145 of the General Corporation Law of the State of Delaware (the “DGCL”), the Charter and the Bylaws is nonexclusive, and therefore contemplates that contracts may be entered into with respect to indemnification of directors, officers and employees.

F. This Agreement replaces and supersedes any prior agreement between the Company and the Director relating to the indemnification of and the advancement of expenses to the Director.

G. In recognition of the Director’s need for protection against personal liability, and in part to provide the Director with specific contractual assurance that indemnification will be available to the Director (regardless of, among other things, any amendment to or revocation of the Charter, the Bylaws or any change in the composition of the Board or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancing of expenses to, the Director as set forth in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Company and the Director agree as follows:

1. Definitions. As used in this Agreement:

(a) “Affiliate” means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person.

(b) “Change of Control” means the occurrence after the date of this Agreement any of the following events: (i) an event required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement; (ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the then outstanding voting securities of the Company without prior approval of at least two-thirds of the members of the Board in office immediately prior to such person’s attaining such percentage interest; (iii) the effective date of a merger or consolidation other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Surviving Entity) more than 50% of the combined voting power of the voting securities of the Surviving Entity outstanding immediately after such transaction and with the power to elect at least a majority of the board of directors or other governing body of such Surviving Entity; (iv) the approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company’s assets; or (v) during any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constituted the Board (including, for this purpose, any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 1(b)(ii), 1(b)(iii) or 1(b)(iv)) whose election or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board.

(c) “Corporate Status” describes the status of a person who is or was or has agreed to serve as a director, trustee, partner, managing member, officer, employee, fiduciary or agent of the Company or of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise in which such person is or was serving in such capacity at the request of the Company.

(d) “Expenses” includes all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees and other costs of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses of the types customarily incurred in connection with, or as a result of, prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, (ii) expenses incurred in connection with recovery under any directors’ and officers’ liability insurance policies maintained by the Company, regardless of whether the Director is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7 only, Expenses incurred by the Director in connection with the interpretation, enforcement or defense of the Director’s rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which the Director has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of the Director’s counsel as being reasonable in the good faith judgment of such counsel shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by the Director or the amount of judgments or fines against the Director.

(e) “Delaware Court” means the Court of Chancery of the State of Delaware.

(f) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of Delaware corporate law, and neither presently is, nor in the five years prior to his or her selection or appointment has been, retained to represent: (i) the Company or the Director in any matter material to either such party (other than with respect to matters concerning the Director under this Agreement, or of other indemnitees under similar indemnification agreements), (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Director in an action to determine the Director’s rights under this Agreement.

(g) “Proceeding” includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, regulatory or investigative (formal or informal) nature, including any appeal therefrom, in which the Director was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the Director’s Corporate Status, by reason of any action taken by the Director (or a failure to take action by the Director) or of any action (or failure to act) on the Director’s part while acting pursuant to the Director’s Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. If the Director believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

(h) “Surviving Entity” shall mean the surviving entity in a merger or consolidation or any entity that controls, directly or indirectly, such surviving entity.

2. Services by the Director. The Director has agreed to serve as a director of the Company, provided that the Director may resign at any time and for any reason from such position. This Agreement shall not be deemed an employment contract between the Company (or any of its Affiliates) and the Director. This Agreement shall continue in force after the Director has ceased to serve as a director or officer of the Company.

3. Basic Indemnification Arrangement.

(a) Indemnity in Third-Party Proceedings. The Company shall indemnify the Director in accordance with the provisions of this Section 3(a) if the Director is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3(a), the Director shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by the Director or on the Director’s behalf in connection with such Proceeding or any claim, issue or matter therein, if the Director acted in good faith and in a manner the Director reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that the Director’s conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation, the Bylaws, vote of the Company’s stockholders or disinterested directors or applicable law.

(b) Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify the Director in accordance with the provisions of this Section 3(b) if the Director is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3(b), the Director shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by the Director or on the Director's behalf in connection with such Proceeding or any claim, issue or matter therein, if the Director acted in good faith and in a manner the Director reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3(b) in respect of any claim, issue or matter as to which the Director shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Director is fairly and reasonably entitled to indemnification.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that the Director is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify the Director against all Expenses actually and reasonably incurred by or on behalf of the Director in connection therewith. If the Director is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify the Director against all Expenses actually and reasonably incurred by the Director or on the Director's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that the Director is, by reason of the Director's Corporate Status, a witness, is or was made (or asked) to respond to discovery requests in any Proceeding, or otherwise asked to participate in any Proceeding to which the Director is not a party, the Director shall be indemnified against all Expenses actually and reasonably incurred by the Director or on the Director's behalf in connection therewith.

(e) Partial Indemnification. If the Director is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify the Director for the portion thereof to which the Director is entitled.

(f) Additional Indemnification.

(i) Notwithstanding any limitation in Sections 3(a), 3(b), or 3(c), the Company shall indemnify the Director to the fullest extent permitted by applicable law if the Director is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) by reason of the Director's Corporate Status.

(ii) For purposes of Section 3(f)(i), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(A) to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

(B) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

(g) Advancement of Expenses. To the fullest extent permitted by § 145(e) of the DGCL, the Director shall be entitled to payment of, and the Company shall pay, Expenses in advance of the final disposition of any Proceeding not initiated by the Director or any Proceeding initiated by the Director with the prior approval of the Board as provided in Section 3(h)(iii) (an “Expense Advance”) within thirty days after receipt by the Company of a written notice requesting the advancement of such Expenses, whether prior to or after final disposition of any Proceeding. Expense Advances shall be unsecured and interest free. Expense Advances shall be made without regard to the Director’s ability to repay the Expenses and without regard to the Director’s ultimate entitlement to indemnification under the other provisions of this Agreement. Expense Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Director shall qualify for Expense Advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Director undertakes to repay the amounts advanced (without interest) by the Company pursuant to this Section 3(g), if and only to the extent that it is ultimately determined that the Director is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 3(g) shall not apply to any claim made by the Director for which indemnity is excluded pursuant to Section 3(h).

(h) Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment or Expense Advance in connection with any claim involving the Director:

(i) for which payment has actually been made to or on behalf of the Director under any insurance policy or other indemnity or advancement of expenses provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity or advancement of expenses provision; or

(ii) for (A) an accounting of profits made from the purchase and sale (or sale and purchase) by the Director of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended from time to time (the “Exchange Act”), or similar provisions of state statutory law or common law, (B) any reimbursement of the Company by the Director of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Director from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by the Director of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (C) any reimbursement of the Company by the Director of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(iii) except as provided in Section 7 of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by the Director, including any Proceeding (or any part of any Proceeding) initiated by the Director against the Company or its directors, officers, employees or other indemnitees, unless (A) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (B) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by the Director in any Proceeding (or any part of any Proceeding), or (C) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

#### 4. Procedures for Determination of Entitlement to Indemnification.

(a) Written Request for Indemnification. The Director shall notify the Company in writing of any matter with respect to which the Director intends to seek indemnification or Expense Advances hereunder as soon as reasonably practicable following the receipt by the Director of written notice thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, the Director shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to the Director and is reasonably necessary to determine whether and to what extent the Director is entitled to indemnification following the final disposition of such Proceeding. The omission by the Director to notify the Company hereunder will not relieve the Company from any liability which it may have to the Director hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by the Director of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of the Company in writing that the Director has requested indemnification. The Director shall cooperate with the party reviewing the Director's entitlement to indemnification, including providing to said party upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to the Director and reasonably necessary to such determination. The Company shall pay any costs or expenses (including attorneys' fees and disbursements) incurred by the Director in so cooperating (irrespective of the determination as to the Director's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold the Director harmless therefrom.

(b) Determining Entitlement to Indemnification Prior to a Change of Control. If a Change of Control has not occurred prior to or at the time a request for indemnification hereunder is submitted to the Company, a Director's entitlement to indemnification shall be determined in accordance with § 145(d) of the DGCL. If entitlement to indemnification is to be determined by Independent Counsel, the Company shall furnish notice to the Director within 10 days after receipt of the request for indemnification, specifying the identity and address of Independent Counsel. The Director may, within 14 days after receipt of such written notice of selection, deliver to the Company a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of Independent Counsel and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If there is an objection to the selection of Independent Counsel, either the Company or the Director may petition the Delaware Court for a determination of the merits of such objection or for the appointment of Independent Counsel selected by the court.

(c) Determining Entitlement to Indemnification After a Change of Control. If a Change of Control has occurred prior to or at the time a request for indemnification hereunder is submitted to the Company, a Director's entitlement to indemnification shall be determined in a written opinion of Independent Counsel selected by the Director. The Director shall give the Company written notice advising of the identity and address of the Independent Counsel so selected. The Company may, within 7 days after receipt of such written notice of selection, deliver to the Director a written objection to such selection. The Director may, within 5 days after the receipt of such objection from the Company, submit the name of another Independent Counsel and the Company may, within seven days after receipt of such written notice of selection, deliver to the Director a written objection to such selection. Any objections referred to in this Section 4(c) may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of Independent Counsel and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If there is an objection to the selection of Independent Counsel, the Director may petition the Delaware Court for a determination of the merits of such objection or for the appointment of Independent Counsel selected by the court.

(d) Expenses of Independent Counsel. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel incurred while acting in its capacity as such pursuant to this Agreement and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. Without limiting the foregoing, the Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred in any proceeding to which it is a party or witness in respect of its investigation and written report and shall pay all reasonable fees and expenses incident to the procedures in which such Independent Counsel was selected or appointed. No Independent Counsel may serve if a timely objection has been made to his or her selection unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without a reasonable basis.

(e) Trial De Novo. In the event that (i) a determination is made pursuant to Section 4(b) or 4(c) that a Director is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 3(b), (iii) Independent Counsel has not made and delivered a written opinion determining a request for indemnification (A) within 90 days after being appointed by the Delaware Court, (B) within 90 days after objections to his or her selection have been overruled by the Delaware Court or (C) within 90 days after the time for the Company or the Director to object to his or her selection or (iv) payment of indemnification is not made within five days after a determination of entitlement to indemnification has been made or deemed to have been made pursuant to Section 4(b) or 4(c) or Section 6, the Director shall be entitled to an adjudication in the Delaware Court of his or her entitlement to such indemnification or advancement of Expenses. In the event that a determination shall have been made that the Director is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 4(e) shall be conducted in all respects as a de novo trial on the merits, and the Director shall not be prejudiced by reason of that adverse determination. If a Change of Control shall have occurred, in any judicial proceeding commenced pursuant to this Section 4(e), the Company shall have the burden of proving that the Director is not entitled to indemnification or advancement of Expenses, as the case may be. If a determination shall have been made or deemed to have been made that the Director is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 4(e), or otherwise, unless the Director knowingly misrepresented a material fact in connection with the request for indemnification or such indemnification is prohibited by law.

The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 4(e) that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all provisions of this Agreement.

## 5. Notification and Defense of Proceeding.

(a) Notification. After receipt by the Director of notice of the commencement of any Proceeding, the Director will, if a claim for indemnification in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission to notify the Company will not relieve it from any liability which it may have to the Director otherwise than under this Agreement.

(b) Defense. With respect to any Proceeding as to which the Director notifies the Company of the commencement thereof, the Company will be entitled to participate therein at its own expense. Except as otherwise provided below, to the extent that it may wish, the Company (jointly with any other indemnifying party similarly notified) will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the Director. After receipt of notice from the Company to the Director of the Company's election to assume the defense thereof, the Company will not be liable to the Director under this Agreement for any legal or other expenses subsequently incurred by the Director in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The Director shall have the right to employ its own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Director unless (i) the employment of counsel by the Director has been authorized by the Company, (ii) the Director shall have reasonably concluded that there may be a conflict of interest between the Company and the Director in the conduct of the defense of such Proceeding or (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases the fees and expenses of counsel shall be subject to indemnification pursuant to the terms of this Agreement. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Director shall have reasonably made the conclusion provided for in (ii) above.

(c) Settlements. The Company shall not be liable to indemnify the Director under this Agreement for any amounts paid in settlement of any Proceeding made without its written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Company shall not settle any Proceeding in any manner that would impose any unindemnified penalty or limitation on the Director without the Director's written consent. Neither the Company nor the Director will unreasonably withhold, condition or delay its consent to any proposed settlement.

6. Presumptions; Reliance and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume (except as otherwise expressly provided in this Agreement) that the Director is entitled to indemnification under this Agreement if the Director has submitted a request for indemnification in accordance with Section 4(a), and thereafter, to the fullest extent not prohibited by law, the Company shall have the burden of proof to overcome the presumption in reaching a determination contrary to the presumption. The presumption shall be used as a basis for a determination of entitlement to indemnification unless the Company provides information sufficient to overcome such presumption by clear and convincing evidence, or the investigation, review and analysis of the determination of entitlement to indemnification reveals by clear and convincing evidence that the presumption should not apply.

(b) Except where the determination of entitlement to indemnification is to be made by Independent Counsel, if the person or persons empowered under Section 4(b) or 4(c) to determine entitlement to indemnification shall not have made and furnished to the Director in writing a determination within 90 days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and the Director shall be entitled to such indemnification unless the Director knowingly misrepresented a material fact in connection with the request for indemnification. The termination of any Proceeding, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) in and of itself adversely affect the right of the Director to indemnification or create a presumption that (a) the Director did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Company or, in all other cases, that at least his or her conduct was not opposed to the best interests of the Company, or (b) with respect to any criminal Proceeding, the Director had reasonable cause to believe that his or her conduct was unlawful.

7. Indemnification and Expense Advancement for Additional Expenses. In the event that a Director, pursuant to Sections 4(b), 4(c) or 4(e), seeks a judicial adjudication to enforce his or her rights under, or to recover damages for breach of, this Agreement, the Company shall, to the fullest extent permitted by law, indemnify the Director against any and all Expenses and, if requested by the Director, shall (within 10 days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to the Director, which are incurred by or on behalf of the Director in connection with any such action if, in the case of indemnification, the Director is wholly successful on the underlying claims; if the Director is not wholly successful on the underlying claims, then such indemnification shall be only to the extent the Director is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

8. No Presumption. For purposes of this Agreement, the termination of any Proceeding, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that the Director did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

9. Non-Exclusivity; Amendment of Charter Documents. The rights of the Director hereunder shall be in addition to any other rights the Director may have under the Charter, the Bylaws, pursuant to resolutions or determinations of the Board or stockholders, under the DGCL or otherwise. The Company shall not adopt any amendment to the Charter or the Bylaws (collectively, the “Charter Documents”), the effect of which would be to deny, diminish or encumber the Director’s rights to exculpation, indemnity or advancement of expenses under the Charter Documents, the DGCL or any other applicable law. To the extent that a change in the DGCL (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Charter Documents and this Agreement, it is the intent of the parties hereto that the Director shall enjoy by this Agreement the greater benefits so afforded by such change.

10. Insurance and Subrogation. The Company may maintain, at its expense, an insurance policy or policies providing liability insurance for directors or officers of the Company or of any other corporation, partnership, joint venture, trust or other enterprise which such person serves at the request of the Company against any such expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under applicable law.

In the event of any payment hereunder, the Company shall be subrogated to the extent of such payment to all the rights of recovery of the Director, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if, but only to the extent that, the Director has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

13. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (iii) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (iv) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(a) If to the Director, at the address indicated on the signature page of this Agreement, or such other address as the Director shall provide to the Company.

(b) If to the Company to the attention of the Secretary of the Company at 3636 North Central Avenue, Suite 1200, Phoenix, Arizona 85012, or to any other address as may have been furnished to the Director by the Company.

14. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

15. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior written or oral and all contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained, which shall be deemed terminated effective immediately. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by the Company and the Director.

16. Headings; Index. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

17. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the substantive laws in effect in the State of Delaware without giving effect to any conflicts-of-law rule, principle or statute that would result in the application of the laws of another jurisdiction. The Company and the Director hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably RL&F Service Corp., 920 North King Street, 2<sup>nd</sup> Floor, Wilmington, New Castle County, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

18. Survival. The covenants and agreements of the parties set forth in this Agreement are of a continuing nature and shall survive the expiration, termination or cancellation of this Agreement, regardless of the reason therefor.

19. Binding Effect, Etc. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business or assets of the Company, by written agreement in form and substance satisfactory to the Director, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The indemnity provisions of this Agreement shall continue in effect regardless of whether the Director continues to serve as an employee of the Company.

20. No Strict Construction. The parties hereto confirm that they have each participated in the negotiation and preparation of this Agreement and that this Agreement represents the joint agreement and understanding of the parties. The parties hereto have mutually chosen the language used in this Agreement, and no rule of strict construction construing ambiguities against any party hereto shall be applied.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officer thereunto duly authorized, and Director has signed this Agreement, all as of the day and year first above written.

CAVCO INDUSTRIES, INC.

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Name:

Address:



## News Release

**Media Contact:**  
**John Lovallo**  
**Phone:** 917-612-8419  
**Email:** jlovallo@levick.com

**FOR IMMEDIATE RELEASE**

### **CAVCO INDUSTRIES APPOINTS SUSAN L. BLOUNT TO BOARD OF DIRECTORS**

***Former EVP and General Counsel of Prudential Financial Inc. will Bolster the Board's Financial Services, Governance and Insurance Expertise***

PHOENIX, AZ, January 8, 2019 – Cavco Industries, Inc. (NASDAQ: CVCO) today announced that its Board of Directors ("Board") appointed Susan L. Blount as an independent director of the Company's Board. Ms. Blount, an experienced financial services executive, retired as Executive Vice President and General Counsel of Prudential Financial, Inc. in 2015, having served as General Counsel since 2005.

Ms. Blount's appointment fills the vacancy on Cavco's Board and brings its current membership to five directors, all of whom are independent. She will be a member of the Company's Corporate Governance and Nominating Committee and the Company's Compensation Committee.

"We are extremely pleased to welcome Susan Blount to our Board," commented William Boor, non-executive Chairman of the Board of Cavco. "Susan's accomplishments speak for themselves. She has significant and very relevant experience in strategy, corporate governance, risk and compliance in both the public and private sectors."

Mr. Boor continued, "Susan's addition reflects our commitment to enhance the Board's capabilities and diversity. We look forward to getting the benefit of her insights, judgment and counsel, and we are confident that Susan will make a meaningful and very positive impact on our Company's future success."

"I am excited to join and begin to work with the Cavco Board as we move into 2019," said Ms. Blount. "Cavco fills an important role in the US housing market and the Company has impressed me with its strong commitment to governance and focus on superior stockholder returns."

"Ms. Blount is an outstanding addition to our Board," added Daniel Urness, President and Acting Chief Executive Officer of Cavco. "Her public company and diverse corporate management experience will offer fresh perspectives and oversight to help our leadership team enhance long-term shareholder value."

#### **Susan L. Blount**

From 2005 to 2015, Susan Blount served as General Counsel of Prudential Financial, Inc. (Prudential), a leading provider of insurance, retirement and asset management products and services. In that role, Ms. Blount led the company's global law, compliance, business ethics and external affairs organization. During that time, Ms. Blount was a member of key senior management committees including the Office of the Chairman Group, the Enterprise Risk Committee and the Capital and Financial Controls Committee. Ms. Blount joined Prudential in 1985 as a staff attorney in the company's commercial real estate organization. Before being appointed General Counsel, she held various positions of increasing responsibility, including Chief Investment Counsel, Vice President and Corporate Secretary, and Associate General Counsel and Head of Shareholder Service. Prior to joining Prudential, Ms. Blount was an Associate at Kirkland & Ellis.

In 2017, Ms. Blount was an Advanced Leadership Initiative Fellow at Harvard University. Since 2016, she has taught as an adjunct professor at the University of Texas School of Law. Ms. Blount is active in professional and community service. She currently serves on the University of Texas Law School Foundation, the Executive Committee of the Center for Women in Law and the Nantucket Historical Association. Ms. Blount has also served on the Boards of organizations such as Montclair State University, the Leadership Council for Legal Diversity, the Association of Corporate Counsel and the New Jersey Law and Education Empowerment Project. She has also been a faculty member at Stanford University's annual Directors' College and a participant in Stanford's Institutional Investors Forum.

Ms. Blount graduated from The University of Texas at Austin with a bachelor's degree in history and a juris doctor with honors.

### **About Cavco Industries, Inc.**

Cavco Industries, Inc., headquartered in Phoenix, Arizona, designs and produces factory-built housing products primarily distributed through a network of independent and Company-owned retailers. The Company is one of the largest producers of manufactured homes in the United States, based on reported wholesale shipments, marketed under a variety of brand names including Cavco Homes, Fleetwood Homes, Palm Harbor Homes, Fairmont Homes, Friendship Homes, Chariot Eagle and Lexington Homes.

The Company is also a leading producer of park model RVs, vacation cabins, and systems-built commercial structures, as well as modular homes built primarily under the Nationwide Homes brand. Cavco's mortgage subsidiary, CountryPlace Mortgage, is an approved Fannie Mae and Freddie Mac seller/servicer, a Ginnie Mae mortgage-backed securities issuer that offers conforming mortgages, non-conforming mortgages and home-only loans to purchasers of factory-built homes. Our insurance subsidiary, Standard Casualty, provides property and casualty insurance to owners of manufactured homes.

## Forward-Looking Statements

*Certain statements contained in this release are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities and Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. In general, all statements that are not historical in nature are forward-looking. Forward-looking statements are typically included, for example, in discussions regarding the manufactured housing and site-built housing industries; our financial performance and operating results; and the expected effect of certain risks and uncertainties on our business, financial condition and results of operations. All forward-looking statements are subject to risks and uncertainties, many of which are beyond our control. As a result, our actual results or performance may differ materially from anticipated results or performance. Factors that could cause such differences to occur include, but are not limited to: adverse industry conditions; our ability to successfully integrate past acquisitions and any future acquisition or the ability to attain the anticipated benefits of such acquisitions; the risk that any past or future acquisition may adversely impact our liquidity; involvement in vertically integrated lines of business, including manufactured housing consumer finance, commercial finance and insurance; a constrained consumer financing market; curtailment of available financing for retailers in the manufactured housing industry; our participation in certain wholesale and retail financing programs for the purchase of our products by industry distributors and consumers may expose us to additional risk of credit loss; significant warranty and construction defect claims; our contingent repurchase obligations related to wholesale financing; market forces and housing demand fluctuations; net losses were incurred in certain prior periods and there can be no assurance that we will generate income in the future; a write-off of all or part of our goodwill; the cyclical and seasonal nature of our business; limitations on our ability to raise capital; competition; our ability to maintain relationships with independent distributors; our business and operations being concentrated in certain geographic regions; labor shortages; pricing and availability of raw materials; unfavorable zoning ordinances; loss of any of our executive officers; organizational document provisions delaying or making a change in control more difficult; volatility of stock price; general deterioration in economic conditions and continued turmoil in the credit markets; increased costs of healthcare benefits for employees; governmental and regulatory disruption; information technology failures and data security breaches; extensive regulation affecting manufactured housing; potential financial impact on the Company from the subpoena we received from the SEC; the risk of potential litigation or regulatory action arising from the SEC subpoena; potential reputational damage that the Company may suffer as a result of the matters that are the subject of the subpoena from the SEC, as well as the results of the investigation being carried out by the Audit Committee of the Board of Directors; together with all of the other risks described in our filings with the Securities and Exchange Commission. Readers are specifically referred to the Risk Factors described in Item 1A of the 2018 Form 10-K, as may be amended from time to time, which identify important risks that could cause actual results to differ from those contained in the forward-looking statements. Cavco expressly disclaims any obligation to update any forward-looking statements contained in this release, whether as a result of new information, future events or otherwise. Investors should not place any reliance on any such forward-looking statements.*