

Vendors

Website Linking Agreement

Please fill in this form and fax it to the Toll Brothers Marketing Department
Fax # - (215) 938-8217

[Date]

[Address]

[Telephone]

Fax:

Attn: [Name and title]

Dear _____:

This letter sets forth the agreement between Toll Bros., Inc. (the "Company") and _____ ("you" or "your") on the terms and conditions set forth below:

1. During the period commencing not earlier than at 12 a.m. (ET) on _____, and ending not later than 11:59 p.m. (ET) on _____ (the "Internet Promotion Period"), you shall promote the Company's website located at the internet address www.tollbrothers.com and _____ (the "Company's Web Site(s)") on your home page(s) located at the following internet address(es): _____ and _____ ("Your Web Site(s)"). Such promotion shall include setting up hyperlinks, in the form of banners and/or buttons, throughout Your Web Site(s) to the Company's Web Site, provided that the Company provides you with the artwork for the banners and/or buttons and the URL(s) to connect to the Company's Web Site sufficiently in advance of the Internet Promotion Period to enable you to comply with this paragraph. At least one of the banners and/or buttons shall appear above the fold on the home page. You agree to terminate all such links to the Company's Web Site and any promotion or mention of the Company or the Company's Web Site immediately upon the expiration of the Internet Promotion Period.

2. The Company and/or an affiliate of the Company is the owner of all right, title and interest, including all goodwill, in and to the trademarks and service marks "Toll Brothers" and "America's Luxury Home Builder", the internet domain name www.tollbrothers.com, the artwork provided by tollbrothers.com, and all other trademarks, service marks, trade names, logos, internet domain names, copyrights and other intellectual property belonging to the Company and its affiliates (collectively, "Toll Intellectual Property"). Except as expressly permitted in Section 1 above, you shall not use any Toll Intellectual Property for advertising, publicity or promotional purposes, or for any other purpose whatsoever, without the prior written consent of the Company in each instance. Your right to use the Toll Intellectual Property and links to the Company's Web Site is nonexclusive, nonassignable, nontransferable, nonsublicensable, and limited to use for the purpose of creating the links from Your Web Site(s) to the Company's Web Site as described above. You acknowledge that such use shall not create in your favor any right, title, interest or goodwill in or to any Toll Intellectual Property. You shall not in any manner represent that you have any ownership in any Toll Intellectual Property. All uses of the Toll Intellectual Property shall inure to the benefit of the Company.

3. Whenever you use Toll Intellectual Property, you shall indicate the Company's ownership of such Toll Intellectual Property by using the trademark and/or copyright notice provided by the Company (for example, "The www.tollbrothers.com domain name is registered and owned by Toll Bros., Inc.").

4. You understand that the Company may monitor your use of the Toll Intellectual Property and links to the Company's Web Site for purposes of ensuring your compliance with the terms of this agreement and for quality control purposes. You agree that you will not use your internet service for purposes of selling, or associate any Toll Intellectual Property with any products or services that contain consumable alcohol or tobacco products or would reasonably be considered vulgar, offensive or obscene. The Company reserves the right to terminate your right to use of the Toll Intellectual Property and links to the Company's Web Site, with or without cause, immediately upon written notice to you, prior to the expiration of the Internet Promotion Period. In the event of such termination, for all purposes under this agreement, the Internet Promotion Period will be deemed to end on the date of such termination notice.

5. You represent and warrant to the Company the following: (i) that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; (ii) that you are duly incorporated, validly existing and in good standing under the laws of your state of organization and have full corporate power and authority to execute, deliver and perform this Agreement; (iii) that the execution, delivery and performance by you of this Agreement and your consummation of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time or both, conflict with or violate (A) any provision of law, rule or regulation to which you are subject, (B) any order, judgment or decree applicable to you or binding upon your assets or properties, (C) any provision of your organizational or charter documents or (D) any agreement or other instrument applicable to you or binding upon your assets or properties; (iv) that no consent, approval or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery and performance of this Agreement or the taking by you of any other action contemplated hereby; (v) that there is no pending or, to your best knowledge, threatened claim, action or proceeding against you, or any of your affiliates, with respect to the execution, delivery or consummation of this Agreement and, to your best knowledge, there is no basis for any such claim, action or proceeding; and (vi) that you possess all licenses, permits, rights, powers and consents required by both you and the Company to enter into and perform under this Agreement and to grant to the Company the rights granted in this Agreement.

6. You agree to indemnify, defend and hold the Company and its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives, and each of them, harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of any suit or proceeding instituted against the indemnified party or parties based upon or relating to the content of Your Web Site(s), including, but not limited to (i) any actual or alleged act of copyright or trademark infringement, slander, defamation, product liability, invasion of privacy rights, invasion of property rights, or any claim for music rights fees, and (ii) any breach or claimed breach on your part of any representation, warranty or obligation pursuant to this Agreement.

7. "Confidential Information" means any information identified as such or that a reasonable business person would consider private, sensitive or proprietary and includes, but shall not be limited to, this Agreement and any proprietary information concerning a party's products, software, ideas, know-how, financial plans and strategies, customer and employee data, documentation, services or processes. Each party ("Recipient") shall hold in confidence and not disclose (except on a confidential basis to its employees and sub-contractors who need to know and who are informed of their confidentiality obligations) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information, and shall not use (or permit any third party to use) any such Confidential Information except for purposes contemplated by this Agreement. In the event of a breach by either party of its obligations under this paragraph, the other party may suffer irreparable harm and its remedies at law will be inadequate, and such party shall have, in addition to any other remedies it may have, the right to obtain injunctive relief to restrain any breach or threatened breach thereof. (Confidential Information shall not include any information that is or comes into the public domain (other than through the fault of the Recipient) or is required to be disclosed by Recipient by law, court order or government agency.) For purposes of this Agreement, the Company's Confidential Information shall be deemed to include any information which is provided by users of Your Web Site(s) linking to the Company's Web Site (such users, "Linked Users") or is garnered by either you or the Company as a result of Linked Users accessing or purchasing products through the Company's Web Site, and which relates to the use of the Company's Web Site.

8. All rights granted by either party hereunder are non-exclusive. Nothing in this Agreement shall be deemed to prohibit either party from entering into an agreement with any third party covering the same or similar subject matters as this Agreement or to prohibit the Company from providing material similar in nature to that provided hereunder to any third party.

9. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ON ACCOUNT OF ANY MATTER ARISING OUT OF THIS AGREEMENT (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

10. You shall not issue any press releases regarding, or in any way disclose, the terms of this Agreement without our prior written consent.

11. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflicts of laws provisions thereof. You hereby consent to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania, Montgomery County, and the United States District Courts for the Eastern District of Pennsylvania in all matters arising out of this Agreement.

12. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreement, written and oral, with respect thereto. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.

13. Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, overnight courier or telecopy (provided that in the event of a telecopy, concurrently therewith a copy is mailed in accordance with clause (ii) hereof) and (ii) three days after mailing by first class, certified mail, postage prepaid, return receipt requested (1) if to the Company, to Barry Depew, Senior Vice President, 250 Gibraltar Road, Horsham, PA 19044, with a copy to General Counsel at the same address; (2) if to you, to _____, with a copy to _____, or to such other address for a party as shall be specified by like notice.

14. This Agreement does not constitute either party as an agent, legal representative, joint venturer, partner or employee of the other for any purpose whatsoever and neither party is in any way authorized to make any contract, agreement, warranty or representation or to create any obligation, express or implied, on behalf of the other party hereto. The parties' relationship to each other is one of independent contractors.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

16. Neither party shall have the right to assign its rights or obligations hereunder to any other person or entity, without the prior written consent of the other party, except that the Company shall be permitted to assign this Agreement without consent to any parent, subsidiary or affiliate of Toll Bros., Inc.

17. Each provision of this Agreement shall be considered severable and if, for any reason, any provision hereof is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of any court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining provisions of this Agreement; and the latter shall continue to be given full force and effect and bind the parties hereto, and such invalid provisions shall be deemed not to be a part of this Agreement.

18. Neither party shall be liable to fulfill its obligations hereunder, or for delays in performance, due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions or civil or military authority, fires, strikes, floods, epidemics, riots or acts of war.

19. Any term requiring payment to either party after the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. Additionally, the following sections shall survive the expiration or earlier termination of this Agreement: 6, 7, 9, 10, 11, 12, 13, 14 and 17.

In consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, please sign below to indicate your agreement to the foregoing.

Very truly yours,

TOLL BROS., INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO:

[Name of company]

By: _____

Name: _____

Title: _____

Dated: