



ORDERED in the Southern District of Florida on June 11, 2008.

**John K. Olson, Judge
United States Bankruptcy Court**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov**

In re:)	Chapter 11 Cases
)	Case No. 08-10928-JKO
TOUSA, INC., <i>et al.</i> ,)	Jointly Administered
)	
Debtors.)	
)	

CONSENT ORDER REGARDING OAKMONT GROVE VENTURE, LLC'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND, IN THE ALTERNATIVE, FOR AN ORDER REQUIRING THE DEBTOR TO ASSUME OR REJECT ITS EXECUTORY CONTRACT FOR PURCHASE OF CERTAIN REAL PROPERTY

Upon the motion [D.E. #846] (the "Motion") of Oakmont Grove Venture, LLC ("Oakmont") to, among other things, compel TOUSA Homes, Inc. ("TOUSA Homes") to assume or reject that certain Agreement for Sale and Purchase dated August 19, 2003 (as modified and amended from time to time, the "Contract") in connection with the above-captioned, jointly administered chapter 11 cases of TOUSA, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to



28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief granted herein is in the best interests of the Debtors' estates, their creditors and all other parties in interest; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Debtors and Oakmont having consented to the terms of this Order, and after due deliberation and sufficient cause appearing therefor, it is **ORDERED** that:

1. The Motion is hereby granted, but only to the extent set forth herein.
2. TOUSA Homes hereby rejects the Contract pursuant to section 365(a) of title 11 of the United States Code (the "Bankruptcy Code").
3. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to permit Oakmont to take such actions as Oakmont deems necessary or appropriate to terminate TOUSA Homes's rights in the Contract, and to undertake such actions as are authorized or permitted under the Contract to evidence such termination of TOUSA Homes's rights thereunder.
4. Except as set forth herein, the automatic stay of section 362 of the Bankruptcy Code shall remain in full force and effect unless modified by further order of this Court upon motion by a party in interest, including Oakmont.
5. Nothing contained in this Order shall constitute, or shall be deemed to constitute, the allowance of any claim pursuant to section 502 of the Bankruptcy Code.
6. This Order is binding upon any trustee appointed in these or any converted cases.
7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**ANY PROOF OF CLAIM FOR DAMAGES
ARISING FROM THE REJECTION OF THE
CONTRACT MUST BE FILED WITHIN
THIRTY (30) DAYS OF ENTRY OF THIS
ORDER.**

###

Submitted by:

BERGER SINGERMAN, P.A.

Paul Steven Singerman (Florida Bar No. 378860)
200 South Biscayne Boulevard, Suite 1000
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

-and-

KIRKLAND & ELLIS LLP

Richard M. Cieri (New York Bar No. 420712)
Paul M. Basta (New York Bar No. 2568046)
M. Natasha Labovitz (New York Bar No. 2813251)
Citigroup Center
153 East 53rd Street
New York, NY 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Co-Counsel to the Debtors

Copies to:

Paul Steven Singerman

(Attorney Singerman shall upon receipt serve a copy of this Order upon all interested parties and file a certificate of service.)