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Dated: March 9, 2009

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications in this Court set forth in Local Rule 2090-1(A)

/s/ Patricia A. Redmond

PATRICIA A. REDMOND
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*Local Counsel to the Fraudulent Conveyance
Adversary Proceeding Counsel for the Official
Committee of Unsecured Creditors of TOUSA, Inc., et
al.*

I HEREBY CERTIFY that the undersigned attorneys are appearing *pro hac vice* in this matter pursuant to court order dated July 10, 2008 [D.E. 1360, 1362, 1363 in Ch. 11 No. 08-10928]

/s/ Michael L. Waldman

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*Fraudulent Conveyance Adversary Proceeding
Counsel for the Official Committee of Unsecured
Creditors of TOUSA, Inc., et al.*

CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2009, I caused a true and correct copy of the foregoing notice of appeal to be served by e-mail on:

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/s/ Patricia A. Redmond

Patricia A. Redmond

EXHIBIT A

ORDERED in the Southern District of Florida on Feb 25, 2009



John K. Olson

John K. Olson, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In re: : Case No. 08-10928-BKC-JKO
: :
TOUSA, INC., et al. : Chapter 11
: :
Debtors. : Jointly Administered

_____ :
In re: :
: :
OFFICIAL COMMITTEE OF UNSECURED :
CREDITORS OF TOUSA, INC., et al., :
: :
Plaintiff, :
: :
v. :
: :
CITICORP NORTH AMERICA, INC., et al., :
: :
Defendants. :
_____ :

08-1435
Adv. Pro. No.: 08-01453-JKO-A

ORDER ENTERING JUDGMENT UNDER RULE 54(B)
FOR CLAIMS UNDER THE AMENDED REVOLVER AGREEMENT

THIS MATTER came before the Court on December 4, 2008, upon the motion to dismiss¹ filed by Citicorp North America, Inc. (“Citicorp”) in its capacity as administrative agent for the Amended Revolver Agreement. For the reasons stated in open court, the Court granted that motion and dismissed with prejudice plaintiff’s claims under the Revolving Credit Facility, except that the Court granted plaintiff leave to amend the complaint to seek to avoid transfers of liens on real property first perfected on or after July 31, 2007, or liens on categories of collateral, other than real property, first perfected on or after July 31, 2007. The Committee has requested that the Court enter an order under Fed. R. Civ. P. 54(b), made applicable to this proceeding by Bankr. R. 7054(a), that would permit an immediate appeal of the Court’s Order. Having reviewed the Committee’s request, it is **ORDERED** that:

1. The Committee’s request is **GRANTED**.
2. The Court’s has the effect of dismissing the vast majority of claims that arise under the Revolving Credit Facility against Citicorp and the Lenders under Amended Revolver Agreement, as defined in the First Amended Complaint (“FAC”). Other defendants and claims remain in the case.
3. Claims involving the Revolving Credit Facility are separable from the other claims in the case.
4. The Court further finds that there is no just reason to delay entry of a final judgment on these claims. Liens under the Revolving Credit Facility, according to the First Amended Complaint, secure more than \$316 million in respect of revolving loans and letters of credit as of the date of the filing of the petition in bankruptcy. (FAC, ¶ 32 n. 7) Uncertainty about any appeal and review of this ruling may impede the progress of this case and may interfere with efforts by the parties to the adversary proceeding to resolve the case consensually. Furthermore, re-trial of the claims relating to liens under the Revolving Credit Facility of collateral that was encumbered prior to July 31, 2007 would involve much of the same evidence about the solvency of the Debtors that would be required at the trial of the remaining

¹ Motion by Citicorp North America, Inc., In Its Capacity As Administrative Agent For The Revolving Credit Facility, To Dismiss (Adv. Pro. D.E. 148) The First Amended Adversary Complaint (Adv. Pro. D. E. No. 133) (hereafter, “Mot.”).

claims, so that a separate trial of the claims arising from the Revolving Credit Facility would duplicate in large part the trial of many of the claims arising from the First Lien Term Loan and the Second Lien Term Loan Agreements. Finally, reinstatement of claims under the Revolving Credit Facility after the confirmation of a plan of reorganization would pose numerous practical obstacles to the enforcement of any judgment in favor of the Committee and thus may interfere with efforts to create an acceptable plan of reorganization for the Debtors.

5. The Court directs entry of a judgment dismissing all claims under the Revolving Credit Facility that seek to avoid transfers and obligations, except for transfers of liens on real property first perfected on or after July 31, 2007 or liens on categories of collateral, other than real property, first perfected after July 31, 2007.

###

Copies furnished to:

Patricia A Redmond, Esq
150 W Flagler St #2500
Miami, FL 33130

Attorney Redmond is directed to serve a conformed copy of this order on all interested parties.

EXHIBIT B

Form CGFD62 (9/19/08)

United States Bankruptcy Court
Southern District of Florida
www.flsb.uscourts.gov

Case Number: 08-10928-JKO

Adversary Number: 08-01435-JKO

In re:

Name of Debtor(s): TOUSA, Inc.

-----/

Official Committee of Unsecured Creditors of TOUSA, Inc., et al

Plaintiff(s)

VS.

Citicorp North America, Inc., Wells Fargo Bank, N.A., Doe New Lenders Nos. 1-100, Doe New Subordinated Notes Successor Trustee, Doe New Subordinated Noteholders Nos. 101-200, The CIT Group/Business Credit, Inc., Distressed High Yield Trading Ops. Fund Ltd., 3V Capital Master Fund Ltd., Deutsche Bank Trust Company Americas, Silver Oak Capital LLC, Bear Stearns Investment Products Inc., Bank of America, N.A., Black Diamond Clo 2005-1, Fall Creek Clo Ltd., Eaton Vance Senior Debt Portfolio, Eaton Vance Senior Income Trust, Eaton Vance Grayson & Co., Eaton Vance VT Floating-Rate Income Fund, Eaton Vance Limited Duration Income Fund, Eaton Vance Senior Floating-Rate Trust, Eaton Vance Floating-Rate Income Trust, Eaton Vance Credit Opportunities Fund, Farallon Capital Institutional Partners L.P., Farallon Capital Institutional Partners II, L.P., Tincum Partners L.P., Farallon Capital Offshore Investors, Inc., Farallon Capital Offshore Investors II, L.P., Farallon Capital Partners L.P., Farallon Capital Institutional Partners III L.P., Aurum Clo 2002-1 Ltd., Flagship Clo III, Flagship Clo IV, Flagship Clo V, Goldman Sachs Credit Partner, L.P., Grand Central Asset Trust, CED Series, Hartford Mutual Funds, Inc., on behalf of The Hartford Floating Rate Fund by Hartford Investment Management Company, its Sub-Advisor, Stedman CBNA Loan Funding LLC, Atascosa Investments LLC, Gleneagles Clo Ltd., Grand Central Asset Trust, Hld Series, Grand Central Asset Trust, SOH Series, Jasper Clo, Ltd., Liberty Clo, Ltd., Burnet Partners, LLC, Rockwall CDO, Ltd., Highland CDO Opportunity Fund, Ltd., Highland Floating Rate LLC, Highland Legacy Limited, Loan Funding VII, LLC, Highland Offshore Partners, L.P., Highland Credit Opportunities CDO Ltd., Highland Floating Rate Advantage Fund, JPMorganChase Bank, N.A., LL Blue Marlin Funding LLC, Merrill Lynch Credit Products LLC, Ocean Bank, Quadrangle Master Funding Ltd., Centurion CDO 10, Ltd., Centurion CDO XI, Ltd., Centurion CDO 8, Limited, Centurion CDO 9, Ltd., Centurion CDO II, Ltd., Centurion CDO VI, Ltd., Sequils-Centurion V, Ltd., Centurion CDO VII, Ltd., Riversource Floating Rate Fund, Van Kampen Senior Loan Fund, Van Kampen Dynamic Credit Opportunities Fund, Van Kampen Senior Income Trust, The Foothills Group, Inc., Senior Transeastern Lenders, Morgan Stanley Senior Funding Inc, Castlerigg Master Investments Ltd, Chicago Fundamental Investment Partners LLC, CGDO LLC, Citibank N.A., Covalent Partners LLC, Esperance C/O Scotiabank (Ireland) Limited, REOPICYM, Fortress Credit Investments I LTD, Fortress Credit Investments II LTD, Grand Central Asset Trust, Gaia Series, Grand Central Asset Trust, SIL Series, HBK Master Fund LP, Helios Funding LLC, Investment CBNA Loan Funding LLC, JP Morgan Whitefriars Inc, Lehman Commerical Paper Inc, Marathon Financing I., B.V., McDonnell Loan Opportunity LTD, Perry Principals, L.L.C., Promethean I Master LTD, Royal Bank of Canada, SOF Investments L.P., STRLRRE, Taconic Capital Partners 1.5 L.P., Taconic Opportunity Fund L.P., Tennebaum Multi-Strategy Master Fund, Trilogy Portfolio Company LLC, WCP Real Estate Strategies Fund, Westport Capital Partners LLC, AIG Annuity Insurance Company, Alexandra Global Master Fund, Ltd, American General Life Insurance Company, American International Group, Inc.,

Avenue Investments LP, Deutsche, Bank AG, New York Branch, Longacre Capital Patrnrs QP, LP, Longacre Master Fund LTD, M.D. Sass Re/Enterprise Portfolio Company, L.P., Merrill Lynch Pierce Fenner & Smith Inc, Monarch Master Funding LTD, Q Funding III LP, Quadrangle Master Funding Ltd, Stonehill Institutional Partners LP, SunAmerica Income Funds – SunAmerica High Yield Bond Fund, SunAmerica Series Trust – High Yield Bond Portfolio, The Master Trust Bank of Japan, Ltd., The Variable Annuity Life Insurance Company, Third Point Loan LLC, VALIC Company II High Yield Bond Fund, Bank of the West, Bank United, Branch Banking and Trust Co, Comerica Bank DB Services New Jersey Inc, Compass Bank, DK Acquisition Partners L.P., Guaranty Group, Jeffries Buckeye Master Fund LTD, Lispenard, NATIXIS, PNC Bank N.A., Quattro Global Capital LLC, Grand Central Asset Trust, San Series, Grand Central Asset Trust, VCM Series, National City, Raymond James, Sovereign Bank, TRS Venor LLC, UBS, US Bank, Venor Capital Master Fund LTD, Wachovia Bank N.A., Washington Mutual, Doe Successor Trustee, Jasper CLO, Ltd. Loan Funding VII LLC, Second Lien Lenders, Satascosa Investments, LLC, Fidelity Fixed Income Trust: Fidelity Strategic Real Return Fund, REOI Cayman Ltd. and CFIP Master Fund, Ltd.

Defendant(s)

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NOTICE OF ENTRY ON DOCKET OF JUDGMENT/ORDER

Notice is hereby provided pursuant to Bankruptcy Rule 9022 that the Judgment/Order titled **Order Entering Judgment Under Rule 54(B) For Claims Under The Amended Revolver Agreement** (copy attached) was entered on the docket on **2/25/09** .

Dated: **2/26/09**

CLERK OF COURT

By: Amelia Rodriguez

Deputy Clerk (954) 769-5700

The clerk shall serve a copy of this notice on all interested parties.

ORDERED in the Southern District of Florida on Feb 25, 2009



John K. Olson

John K. Olson, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In re: : Case No. 08-10928-BKC-JKO
: :
TOUSA, INC., et al. : Chapter 11
: :
Debtors. : Jointly Administered

_____ :
In re: :
: :
OFFICIAL COMMITTEE OF UNSECURED :
CREDITORS OF TOUSA, INC., et al., :
: :
Plaintiff, :
: :
v. :
: :
CITICORP NORTH AMERICA, INC., et al., :
: :
Defendants. :
_____ :

08-1435
Adv. Pro. No.: 08-01453-JKO-A

ORDER ENTERING JUDGMENT UNDER RULE 54(B)
FOR CLAIMS UNDER THE AMENDED REVOLVER AGREEMENT

THIS MATTER came before the Court on December 4, 2008, upon the motion to dismiss¹ filed by Citicorp North America, Inc. (“Citicorp”) in its capacity as administrative agent for the Amended Revolver Agreement. For the reasons stated in open court, the Court granted that motion and dismissed with prejudice plaintiff’s claims under the Revolving Credit Facility, except that the Court granted plaintiff leave to amend the complaint to seek to avoid transfers of liens on real property first perfected on or after July 31, 2007, or liens on categories of collateral, other than real property, first perfected on or after July 31, 2007. The Committee has requested that the Court enter an order under Fed. R. Civ. P. 54(b), made applicable to this proceeding by Bankr. R. 7054(a), that would permit an immediate appeal of the Court’s Order. Having reviewed the Committee’s request, it is **ORDERED** that:

1. The Committee’s request is **GRANTED**.
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¹ Motion by Citicorp North America, Inc., In Its Capacity As Administrative Agent For The Revolving Credit Facility, To Dismiss (Adv. Pro. D.E. 148) The First Amended Adversary Complaint (Adv. Pro. D. E. No. 133) (hereafter, “Mot.”).

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