

Motion to Require Payment of Administrative Rent (the “Cooper City Motion”).

By the Motion, Prince of Cooper City, LLC (“Cooper City”) seeks entry of an order requiring TOUSA Homes, L.P. (“TOUSA Homes”) to pay Cooper City \$134,061.84 in damages resulting from TOUSA Homes’s breach of certain Leases (as defined below).

Prepetition, TOUSA Homes entered into commercial lease agreements (collectively, the “Leases”) with Stirling Associates, Ltd. (“Stirling”), whereby TOUSA Homes leased certain real property located in Broward County, Florida (the “Property”) from Stirling for use as an office building. On August 25, 2008, the Court entered an order authorizing the Debtors to assume the Leases.¹ On January 5, 2010, Cooper City purchased the Property and succeeded to the interests of Stirling under the Leases.

Cooper City asserts that TOUSA Homes failed to pay the rent amounts due on February 1, 2010, and is thus in breach under the Leases. The Leases expire on September 30, 2010. Accordingly, Cooper City asserts that TOUSA Homes owes and will owe Cooper City rent through the end of the term of the Leases in the amount of \$134,061.84.

A hearing on the Cooper City Motion has been scheduled for June 16, 2010, with a corresponding objection deadline of June 11, 2010.

¹ See Order Granting Debtors’ Motion for Authority to Assume Nonresidential Real Property Leases and Pay Related Cure Amounts (Docket No. 1693) (the “Assumption Order”). The Assumption Order correctly described the Property, but incorrectly listed the lessee as TOUSA Homes, Inc., rather than TOUSA Homes L.P.