

AEL Financial, LLC's Motion To Compel Debtor to Accept or Reject Equipment Lease (the "AEL Motion").

By the AEL Motion, AEL Financial, LLC ("AEL") seeks entry of an order (i) directing TOUSA Homes, Inc. ("TOUSA Homes") to assume or reject the Lease (as defined below), (ii) directing that, upon the failure of TOUSA Homes to make payments post-assumption, the Lease be deemed rejected, and (iii) granting AEL an administrative expense claim for postpetition rent payments in the event TOUSA Homes determines to assume the Lease.

TOUSA Homes and AEL are parties to a Master Lease Agreement, dated as of May 29, 2007 (as amended, the "Lease") for two modular offices (the "Equipment"). AEL alleges that the Lease is a true lease, and thus, subject to assumption or rejection. AEL further alleges that (i) TOUSA Homes defaulted under the Lease prepetition by failing to make timely payments due thereunder and (ii) TOUSA Homes has not paid any postpetition rent under the Lease. AEL states that the arrearages owed by TOUSA Homes are approximately \$188,000, plus interest, property taxes, costs and attorneys' fees chargeable under the Lease. Accordingly, AEL seeks to compel TOUSA Homes to assume or reject the Lease.

A hearing on the AEL Motion has been scheduled for April 30, 2008, with an objection deadline of April 25, 2008 at 4:00 p.m. (ET).