

Creditors Josu Gaubeka and Karene Krijt's Motion to Compel Rejection of the Purchase Agreement Between the Krijts and Debtor TOUSA Homes, Inc. (the "Krijt Motion").

By the Krijt Motion, creditors Josu Gaubeka and Karene Krijt (the "Krijts") seek entry of an order (i) rejecting the purchase agreement (the "Purchase Agreement") between the Krijts and TOUSA Homes, Inc. ("Homes") for the purchase of the Residence (as defined below) and (ii) directing the Debtors to refund the Deposit (as defined below), plus any applicable interest.

According to the Krijt Motion, on November 19, 2006, Homes and the Krijts entered into the Purchase Agreement whereby the Krijts agreed to purchase Lot 1202 in Madeira Subdivision 2 (the "Residence") for \$539,990.00. Pursuant to the terms of the Purchase Agreement, the Krijts delivered to Homes a ten percent deposit in the amount of \$53,990.00 (the "Deposit").

The Krijts assert that the Purchase Agreement required Homes to complete construction of the Residence no later than two (2) years from the date of the Purchase Agreement. The Krijts contend that to date, the Residence has yet to be completed and that as a result of the Debtors' chapter 11 cases, completion of the Residence might be further delayed or not accomplished at all. The Krijts allege that by failing to timely complete the Residence, the Debtor has committed a non-monetary default which cannot be cured.

A hearing on the Krijt Motion has been scheduled for March 20, 2009, with an objection deadline of March 16, 2009.