

**Motion by Amick Construction, Inc. for Relief from Stay to Allow Construction Lienor to Join Debtor in Lien Foreclosure Against Owner (the“Amick Motiori”).**

By the Amick Motion, Amick Construction, Inc. (“Amick”), seeks entry of an order lifting the automatic stay to permit Amick to join TOUSA Homes, Inc. (“TOUSA Homes”) in a foreclosure action. On February 1, 2007, Amick entered into a contract (the “Contract”) with TOUSA Homes to provide grading, paving, clearing, drainage, sewer, water and reuse facilities for a project (the “Property”) in Osceola County, Florida (“Osceola County”). TOUSA Homes is not the owner of the Property, but is party to an option contract with the owner and, therefore, Amick alleges, may assert an interest in the Property.

On January 14, 2008, TOUSA Homes instructed Amick to cease performance under the Contract. On January 22, 2008, Amick filed a Claim of Lien in Osceola County for \$838,660.44, reflecting the balance due to Amick under the Contract. Despite the fact that TOUSA Homes instructed Amick to cease work under the Contract, Osceola County sent a letter demanding that Amick complete work on the Property, and notifying Amick that if the work was not completed, Osceola County would take action against Amick’s surety bond. Amick estimates that the cost of the additional work will be \$100,000, and Amick will file an additional claim of lien when the work is complete.

***The Amick Motion has not been set for a hearing, but an objection deadline has been set for May 28, 2008.***