

EXHIBIT 2
Woodbridge Settlement Agreement

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This Amended and Restated Settlement Agreement, dated as of October 27, 2008 (this "Agreement"), is by and among Levitt and Sons, LLC ("LAS") and each of its affiliates who are jointly administered debtors in the Chapter 11 Case (as defined below) (collectively, the "Debtors"),¹ the Joint Committee of Unsecured Creditors appointed in this Chapter 11 Case (the "Committee"), and Woodbridge Holdings Corporation, f/k/a Levitt Corporation ("Woodbridge"), and amends and supersedes the Settlement Agreement entered into by the Debtors, the Committee and Woodbridge dated June 27, 2008 (the "Prior Settlement").

RECITALS

A. On November 9, 2007 (the "Petition Date"), each of the Debtors filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Florida (the "Court"), jointly administered under Case No. 07-19845-BKC-RBR (collectively, the "Chapter 11 Case").

B. On November 27, 2007, the United States Trustee appointed the Committee in the Debtors' Chapter 11 Case.

C. Woodbridge is the sole member of LAS and in turn LAS directly or indirectly owns each of the other Debtors.

D. Woodbridge holds claims scheduled by the Debtors or asserted by it, including without limitation, the following: (i) a claim against LAS in the approximate amount of \$85.5 million related to certain inter-company loans and advances made by Woodbridge to LAS since 2005 (the "Inter-company Loan"), which Woodbridge asserts is partially secured through the right of set off against the 2005 Tax Refund, as hereinafter defined, (ii) a claim against certain of the Debtors in the approximate amount

¹ The term "Debtors" shall include, in addition to LAS, the following: (I) BankAtlantic Venture Partners 5, LLC; (ii) Bellaggio by Levitt and Sons, LLC; (iii) Levitt GP, LLC; (iv) Levitt Construction Corp.-East; (v) Levitt Construction-East, LLC; (vi) Levitt Industries, LLC; (vii) Levitt Homes Bellaggio Partners, LLC; (viii) Levitt Homes, LLC; (ix) Avalon Park by Levitt and Sons, LLC; (x) Levitt and Sons of Lake County, LLC; (xi) Levitt and Sons of Manatee County, LLC; (xii) Levitt and Sons of Hernando County, LLC; (xiii) Regency Hills by Levitt and Sons, LLC; (xiv) Levitt and Sons at Hunter's Creek, LLC; (xv) Levitt and Sons of Seminole County, LLC; (xvi) Levitt and Sons of Osceola County, LLC; (xvii) Levitt and Sons of Lee County, LLC; (xviii) Cascades by Levitt and Sons, LLC; (xix) Levitt and Sons at Hawks Haven, LLC; (xx) Magnolia Lakes by Levitt and Sons, LLC; (xxi) Levitt and Sons at Tradition, LLC; (xxii) Levitt and Sons at World Golf Village, LLC; (xxiii) Levitt and Sons of Flagler County, LLC; (xxiv) Lev-Brn, LLC; (xxv) Summerport by Levitt and Sons, LLC; (xxvi) Levitt and Sons of Georgia, LLC; (xxvii) Levitt and Sons of Cherokee County, LLC; (xxviii) Levitt and Sons of Hall County, LLC; (xxix) Levitt and Sons of Paulding County, LLC; (xxx) Levitt Construction Georgia, LLC; (xxxi) Levitt and Sons of South Carolina, LLC; (xxxii) Levitt and Sons of Horry County, LLC; (xxxiii) Levitt Construction - South Carolina, LLC; (xxxiv) Levitt and Sons of Tennessee, LLC; (xxxv) Bowden Building Corporation; (xxxvi) Levitt and Sons of Nashville, LLC; and (xxxvii) Levitt and Sons of Shelby County, LLC, and any and all other direct or indirectly subsidiaries of LAS that become debtors in bankruptcy.

of \$4.0 million related to various claims assigned to Woodbridge by former employees of the Debtors, (iii) a portion of the Inter-company Loan in the amount of approximately \$7.9 million for which Woodbridge asserts recoupment in relation to certain income taxes which are asserted by Woodbridge to have been paid by Woodbridge for the benefit of and on behalf of the Debtors for the year 2006, which taxes are the subject of the 2006 Tax Refund, as hereinafter defined, (iv) a secured claim in the approximate amount of \$3.3 million in connection with a certain loan (the "HomeBanc Loan") made by Woodbridge to LAS in connection with LAS's acquisition of certain notes and mortgages related to properties sold by the Debtors that were originally to be financed by Home Banc, which loan is secured by a pledge of such notes, mortgages and proceeds from LAS to Woodbridge (the "HomeBanc Collateral"), (v) a contingent claim against certain of the Debtors in the approximate amount of \$13.0 million related to certain liability that Woodbridge may have in respect of certain infrastructure bonds that were issued in favor of the Debtors and that were guaranteed by Woodbridge, and (vi) an administrative claim (the "Administrative Expense Claim") for certain shared services (the "Shared Services") provided by Woodbridge to the Debtors from the inception of the Chapter 11 Case as described in and in accordance with that certain Order of the Bankruptcy Court (C.P.#222) Granting Debtors' Motion for Authority to Incur Chapter 11 Administrative Expense Claim, which Administrative Expense Claim was in the approximate amount of \$1.4 million as of February 29, 2008 and which continued to increase thereafter. Woodbridge hereby represents and warrants to the Debtors and the Committee that it owns all such claims as of the date hereof, that it has not sold, transferred or assigned or agreed to sell, transfer or assign any of such claims, or any other claims or causes of action against the Debtors, to any person or entity, and it will not sell, transfer or assign any such claims to any person or entity pending approval and consummation of the settlement and compromise contained in this Agreement.

E. The Committee has conducted an investigation of certain claims and causes of action against Woodbridge, certain of Woodbridge's non-Debtor affiliates and certain officers and directors of Woodbridge and the Debtors, and as a result of such investigation, asserts the following claims and causes of action against Woodbridge on behalf of the Debtors' bankruptcy estates: (i) a claim in the amount of approximately \$11.0 million related to an income tax refund that is expected to be paid to Woodbridge as the parent holding company for the Debtors in connection with losses generated by the Debtors in 2007 that are being carried back to obtain a refund of taxes paid by the Debtors in 2005 on income earned by the Debtors in 2005 (the "2005 Tax Refund Claim"), (ii) a claim in the amount of approximately \$7.9 million related to an income tax refund that is expected to be paid to Woodbridge as the parent holding company for the Debtors in connection with losses generated by the Debtors in 2007 that are being carried back to obtain a refund in respect of taxes paid on income earned by the Debtors in 2006 (the "2006 Tax Refund Claim"), (iii) a claim for the recharacterization of the Inter-company Loan from debt to equity, and (iv) claims and causes of action under Chapter 5 of the Bankruptcy Code for the avoidance and recovery of certain transfers made by one or more of the Debtors to Woodbridge and certain of its affiliates and former employees. Woodbridge has asserted defenses to all of the Debtors' claims and causes of action. The Debtors and the Committee hereby represent and warrant to Woodbridge that the Debtors owns all such claims as of the date hereof, that the Debtors have not sold, transferred or

assigned or agreed to sell, transfer or assign any of such claims, or any other claims or causes of action against Woodbridge, to any person or entity, and the Debtors will not sell, transfer or assign any such claims to any person or entity pending approval and consummation of the settlement and compromise contained in this Agreement.

F. Woodbridge has filed a consolidated federal income tax return for 2007 which will generate a tax loss carryback to tax years 2005 and 2006. Woodbridge asserts that a portion of this anticipated refund is attributable to the 2007 loss and 2005 and 2006 income of Woodbridge itself and its direct and indirect subsidiaries other than the Debtors. Woodbridge asserts that the Debtors have no claim to such refunds. The remaining portions of the anticipated refund arise from the 2007 losses and 2005 and 2006 income attributable to the Debtors' operations. The relevant income taxes were contributed by the Debtors to Woodbridge for the 2005 tax year. However, for 2006, Woodbridge asserts that it paid approximately \$8.0 million in taxes which were attributable to the Debtors' operations.

G. As set forth below, the terms and conditions of the settlement and compromise contained herein, and the substantial benefits afforded to the Debtors' bankruptcy estates hereunder, are subject to and strictly conditioned on the entry of an order confirming the First Amended Joint Liquidating Chapter 11 Plan, dated October 31, 2008 and filed by the Debtors and the Committee in the Chapter 11 Case (as amended from time to time, the "Plan"),² which order shall contain findings and rulings reasonably acceptable to Woodbridge approving and related to the settlement and compromise memorialized by this Agreement (the "Confirmation Order") which specifically provides for the issuance by the Court of a Third Party Release and Injunction, as hereinafter defined, in favor of the Woodbridge Parties, as hereinafter defined, which Third Party Release and Injunction is a critical and integral part of the settlement and compromise contained herein.

H. After lengthy and complex settlement negotiations, the Committee and Woodbridge, with the substantial assistance of the Debtors and the Debtors' professionals, have agreed to enter into this Agreement and are prepared to consummate the settlement and compromise contained herein pursuant to the terms and subject to the conditions hereof.

I. The parties hereto also each agree and acknowledge that consideration flowing to the Debtors' estates hereunder constitutes reasonably equivalent value for the release granted to the Woodbridge Parties under this Agreement by the Debtors and the Debtors' Estates, the Third Party Release and Injunction granted in favor of Woodbridge Parties under this Agreement, and the settlement and compromise contained herein.

J. Nothing in the Agreement shall constitute an admission by any party of any fact relating to any matter or any liability relating to any matter, including without limitation, the claims asserted against Woodbridge as described above and the claims asserted against the Debtors described above.

² All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

K. In connection with the Prior Settlement, Woodbridge, in good faith and in anticipation of the execution and delivery of the Prior Settlement, caused an amount equal to \$12,500,000.00 to be deposited into a segregated interest bearing account denominated the "Levitt Corporation – Settlement Fund" account (which together with any interest accrued thereon from and after May 22, 2008 will be for the benefit of the Debtors' Estates in the event the settlement and compromise contained herein is approved by the Court)(collectively referred to herein as the "Initial Settlement Payment");

L. In connection with the settlement and compromise contained herein, Woodbridge shall cause the Initial Settlement Payment on deposit in the Levitt Corporation – Settlement Fund to be increased by \$300,000 to a total of \$12,800,000 in principal as provided in Recital K above (collectively, the "Total Settlement Payment") plus interest accrued thereon;

M. Upon execution and delivery of this Agreement, (i) \$12,300,000 of the Total Settlement Payment plus all accrued interest thereon in the Levitt Corporation – Settlement Fund shall be transferred to an escrow account with Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A. ("Stearns Weaver") acting as Escrow Agent (the "Escrow Account"), which shall hold it pursuant to an escrow agreement, substantially in the form attached as Exhibit "A" (the "Escrow Agreement"), and (ii) \$500,000 (the "Settlement Holdback") shall continue to be held by Woodbridge subject to its continuing obligation to fund the Settlement Holdback as set forth herein.

N. It is the intent of the Debtors, the Committee and Woodbridge that all persons and entities included within the meaning of the terms "Debtors", "Woodbridge" and "Woodbridge Parties" as used in this Agreement are to be (even if not signatories) beneficiaries of the terms of this Agreement.

O. The Debtors and Woodbridge entities which are signatories to this Agreement represent and warrant that each has the authority and capacity to execute this Agreement, subject to approval of the Court in respect of the Debtors.

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true, correct and accurate in all respects.

2. In consideration of the settlement and compromise contained herein, and upon execution of this Agreement by the parties hereto, Woodbridge agrees to transfer \$12,300,000 of the Total Settlement Payment plus all accrued interest on the Total Settlement Payment to the Escrow Account pending approval of this Agreement by the Court pursuant to the terms hereof and satisfaction of all other conditions precedent to the disbursement of the Total Settlement Payment pursuant hereto. The remaining \$500,000 of the Total Settlement Payment shall be held by Woodbridge subject to Woodbridge's obligation to pay any difference between the Settlement Holdback and the Amount Due

as these terms are defined in and as contemplated by the provisions of 3.(h) below, from the Levitt Corporation – Settlement Fund account. Subject to and conditioned upon the entry of the Confirmation Order and the Confirmation Order becoming a Final Order (as hereinafter defined), Woodbridge agrees, and the Escrow Agreement shall provide, that Stearns Weaver shall disburse the payments contemplated to be made pursuant to Section 3.(b), 3.(h) and 3.(i) below to the Plan Administrator (as defined in the Plan) on the Effective Date of the Plan, (or at such other time as contemplated by Section 3.(h) below), or such other place as directed in writing jointly signed by counsel to the Debtors and counsel to the Committee. The term “Final Order” as used in this Agreement means an order issued by the Court that is not subject of rehearing or appeal, or if an appeal of any such order has been taken, that all appellate proceedings have terminated resulting in the affirmation of the order entered by the Court from which the appeal was taken or if an appeal or rehearing has not been taken, that all applicable rehearing or appeal periods have expired. In its sole and absolute discretion, Woodbridge shall have the right to waive the requirement that the Confirmation Order must become a Final Order for purposes of paying the Total Settlement Payment pursuant to this paragraph.

3. In consideration of the settlement and compromise contained herein, Woodbridge, the Debtors and the Committee have agreed that the Confirmation Order shall provide that:

- (a) Woodbridge has provided the Shared Services to the Debtors and the Debtors’ bankruptcy estates through July 31, 2008;
- (b) An amount equal to \$8,000,000 of the Total Settlement Payment plus all accrued interest on the Total Settlement Payment shall be transferred out of the Escrow Account to the Plan Administrator upon the Effective Date of the Plan and upon the satisfaction of all of terms and conditions contained herein, including the entry of the Confirmation Order for distribution to Holders of Allowed General Unsecured Claims and Allowed Deposit Holder Claims against the LAS Consolidated Debtor under and pursuant to the terms of the Plan in consideration of the release set forth in paragraph 8 below;
- (c) Woodbridge has (a) an Allowed General Unsecured Claim in Class LAS-9A in the amount of \$85.5 million in respect of the Inter-company Loan and (b) an Allowed General Unsecured Claim in Class LAS-9A in the amount of \$4.0 million in respect of the Employee Claim (collectively, the “Woodbridge Claims”), but Woodbridge agrees to waive any right to receive a Distribution in respect of such Woodbridge Claims;
- (d) Woodbridge has an Allowed Secured Claim for the HomeBanc Loan;
- (e) in full satisfaction of its Administrative Expense Claim for Shared Services, Woodbridge has an Allowed Administrative Expense Claim against the LAS Consolidated Debtor in the amount of \$650,000;

- (f) except for the Woodbridge Claims, the Allowed Secured Claim for the HomeBanc Loan and the Allowed Administrative Expense Claim for Shared Services in the amount of \$650,000, Woodbridge waives any and all other claims asserted by Woodbridge against the Debtors' Estates;
- (g) Woodbridge, on the one hand, and the Debtors, the Debtors' Estates and the Committee, on the other hand, shall exchange mutual general releases of all claims, except for the obligations of each party hereunder;
- (h) An amount equal to \$4,500,000 of the Total Settlement Payment shall be transferred out of the Escrow Account to the Plan Administrator upon the satisfaction of all of the terms and conditions contained herein, including the entry of the Confirmation Order, to be held by the Plan Administrator in a segregated account (the "Release Fund") to be disbursed as set forth below in connection with the Third Party Release and Injunction, as follows:

\$4,000,000 shall be transferred from the Escrow Account to the Plan Administrator on the Effective Date of the Plan, and the balance of the Release Fund of \$500,000 (the "Settlement Holdback") shall be retained by Woodbridge pending a determination of the amount, if any, that is required to be returned to Woodbridge in connection with the provisions dealing with the Distribution of the Release Fund to the Holders of Allowed General Unsecured Claims and Allowed Deposit Holder Claims against the LAS Consolidated Debtor and the Tennessee Consolidated Debtor as set forth above and in the Plan. If and to the extent any Holder of an Allowed General Unsecured Claim and an Allowed Deposit Holder Claim against the LAS Consolidated Debtor and the Tennessee Consolidated Debtor elects not to receive an additional Distribution from the Release Fund and opts out of the Third Party Release and Injunction under the Plan, then such Holders Pro Rata Share of the Release Fund is to be released and returned to Woodbridge. Notwithstanding any provision to the contrary herein, Distributions from the Release Fund under the Plan on account of Section 502(d) Claims, as defined below, shall be returned and transferred to Woodbridge. "Section 502(d) Claims" shall mean those Claims (i) for which the Holder of such Claim elected to opt out of the Release Fund on the Ballot, and (ii) that have been Disallowed by the Court as a result of either the settlement of any claim under Chapter 5 of the Bankruptcy Code or an objection to such Claim based on Section 502(d) of the Bankruptcy Code where the transfer of money or property that forms the basis of such objection or settlement exceeds \$5,000,000; provided however, that the amount of such Claim for purposes of the Release Fund shall be an amount equal to 10 percent

of the Claim that would have been Allowed to such Holder but for such settlement or objection. On or before December 31, 2009 or at such time as all of the General Unsecured Claims and Deposit Holder Claims asserted against the LAS Consolidated Debtor and the Tennessee Consolidated Debtor have been either Allowed or Disallowed by Final Order or otherwise, whichever first occurs, then the Plan Administrator shall determine that portion of the Release Fund that is required to be returned to Woodbridge (the "Amount Due") and shall file such determination with the Bankruptcy Court (the Release Fund Notice"). If the Amount Due is greater than the Settlement Holdback, then the Plan Administrator shall pay to Woodbridge from the Release Fund the difference between the Amount Due and the Settlement Holdback. If the Amount Due is less than the Settlement Holdback, then Woodbridge shall pay to the Plan Administrator the difference between the Settlement Holdback and the Amount Due up to a maximum of \$500,000. The payments required to be made hereunder by the Plan Administrator or Woodbridge, as applicable, shall be made within 10 business days after the Plan Administrator files the Release Fund Notice; provided, however, that Woodbridge shall have the right to object to the determination of the Amount Due by filing an objection with the Bankruptcy Court prior to the expiration of such 10 day period. If Woodbridge files such an objection, then the deadline to make the payment required hereunder shall be extended until 10 business days after the Bankruptcy Court enters a Final Order on such objection.

- (i) Woodbridge shall transfer and gift to the Deposit Holders' Fund the Distribution due Woodbridge in respect of its Allowed Administrative Expense Claim, which is an amount equal to \$650,000, and an additional \$300,000 shall be transferred from the Escrow Account to the Plan Administrator on the Effective Date of the Plan to fund the balance of the Deposit Holders' Fund and to fund the Deposit Holders Fee Reserve, as more fully set forth in paragraph 5 hereinbelow.

4. The Third Party Release and Injunction in Connection with the Release Fund.

The Confirmation Order shall include a third party release and injunction in favor of the Woodbridge Parties (as defined herein) and each of the Debtors' current or former officers and directors (the "Third Party Release and Injunction") that permanently and forever stays, restrains and enjoins the Restrained Parties (as defined herein) from instituting, commencing, pursuing prosecuting or furthering any action or proceeding or employing any process against the Woodbridge Parties or collecting, recovering or receiving payment of or on, or otherwise affecting the property or assets of, the Woodbridge Parties with respect to any direct or derivative claim against the Woodbridge Parties and each of the Debtors' current or former officers and directors, including without limitation, the Settlement Causes of Action, as defined herein; provided,

however, that the Third Party Release and Injunction specifically shall not and does not include any claim or cause of action arising under a written contract executed by and under which any Woodbridge Party is directly liable. The Third Party Release and Injunction shall be contained in the Confirmation Order and shall become effective on the Effective Date of the Plan.

Specifically, any and all Holders of Allowed General Unsecured Claims and Allowed Deposit Holder Claims who agree or are deemed to agree to and are bound by the Third Party Release and Injunction shall receive an additional Distribution under the Plan equal to such Holder's Pro Rata Share of the Release Fund calculated with the denominator being the sum of all Allowed General Unsecured Claims, all Allowed Deposit Holder Claims and all Section 502(d) Claims against the LAS Consolidated Debtor and the Tennessee Consolidated Debtor combined. In order to opt-out of, and not be bound by, the Third Party Release and Injunction, any such Holder must specifically check the appropriate box on the Ballot indicating affirmatively that such Holder does not want to receive an additional Distribution from the Release Fund and does not want to be bound by the Third Party Release and Injunction, and return the Ballot pursuant to the terms of the Plan and the Court's Solicitation and Balloting Order. If such Holder elects not to be bound by the Third Party Release and Injunction, as provided herein, by checking the applicable box on the Ballot, then such Holder shall not be entitled to, and shall not, receive a Distribution from the Release Fund as provided above and in the Plan. Rather, such Distribution that would otherwise have been made to such Holder, including in respect of the Section 502(d) Claims shall instead be released and returned to Woodbridge as provided herein. Notwithstanding anything herein to the contrary, the Woodbridge Claims Allowed as General Unsecured Claims herein shall not be included in the calculation of the denominator for purposes of Distributions under the Plan from the Release Fund or the Total Settlement Payment.

If any such Holder of an Allowed Claim either does not return a Ballot on the Plan or returns the Ballot and does not affirmatively opt-out of the Third Party Release and Injunction by checking the respective box on the Ballot, then the Confirmation Order shall provide that each such Holder shall be deemed to be a Restrained Party and shall be deemed to have consented to the Third Party Release and Injunction described herein and in the Plan and contained in the Confirmation Order, and each such Holder shall be entitled to its Pro Rata additional Distribution from the Release Fund.

5. The Deposit Holders' Fund and Deposit Holders Fee Reserve.

In addition to Woodbridge transferring and gifting to the Deposit Holders' Fund the Distribution due to Woodbridge from the LAS Consolidated Debtor in respect of its Allowed Administrative Expense Claim, which amount is equal to \$650,000, the Plan Administrator or its successor under the Plan shall transfer to the Deposit Holders' Fund an additional \$300,000 received from the Escrow Account in accordance with paragraph 3.(i) above to fund the balance of the Deposit Holders' Fund and to fund the Deposit Holders' Fee Reserve. In order to be eligible to receive the one time Distribution from the Deposit Holders' Fund as set forth in the Plan, each Holder of an Allowed

Deposit Claim against the LAS Consolidated Debtor or the Tennessee Consolidated Debtor must (a) vote to accept the Plan by completing and submitting a Ballot and (b) agree to be bound by the Third Party Release and Injunction in favor of Woodbridge and the Woodbridge Parties by not checking the applicable box on the Ballot opting out of the Third Party Release and Injunction.

In the event that a Holder of an Allowed Deposit Holder Claim does not satisfy all of the conditions precedent set forth in subclauses (a) and (b) above, then such Holder shall not receive its Pro Rata Share of the Deposit Holders' Fund. Rather, the Distribution from the Deposit Holders' Fund that would have otherwise been made to such Holder (the "Excess Distribution") shall be transferred from the Deposit Holders' Fund to the Plan Administrator to be included in the LAS Available Cash, provided however, that in the event greater than 68% in number of Holders of Allowed Deposit Holder Claims file Ballots accepting the Plan, then the Excess Distribution shall be re-distributed to the those Holders of Allowed Deposit Holder Claims that voted to accept the Plan.

6. The settlement and compromise contained herein, including specifically the payment of the Total Settlement Payment or any portion thereof hereunder, is strictly conditioned on and subject to the entry of the Confirmation Order (which becomes a Final Order) which contains provisions providing for the release granted to the Woodbridge Parties by the Debtors' Estates contemplated by the provisions of Section 8 below and the Third Party Release and Injunction as set forth hereinabove which permanently and forever stays, restrains and enjoins the Restrained Parties, as hereinafter defined, from instituting, commencing, pursuing, prosecuting or furthering any action or proceeding or employing any process against the Woodbridge Parties, as hereinafter defined, or any of the Debtors' current or former officers and directors, or collecting, recovering or receiving payment of or on, or otherwise affecting the property or assets of, the Woodbridge Parties with respect to any direct or derivative claim against the Woodbridge Parties or any of the Debtors' current or former officers and directors, including without limitation, the Settlement Causes of Action, as hereinafter defined, which is based in whole or in part on the authority granted the Court by (i) Section 105 of the Bankruptcy Code, (ii) Rule 16(c)(2)(I) (formerly Rule 16(c)(9)) of the Federal Rules of Civil Procedure, (iii) Rule 9019 of the Federal Rules of Bankruptcy Procedure, and (iv) the decision of the United States Court of Appeals for the Eleventh Circuit in *Matter of Munford*, 97 F.3d. 449 (11th Cir. 1996), in a form approved by each of the parties hereto. Notwithstanding anything herein to the contrary, the Third Party Release and Injunction shall not preclude the Debtors, the Committee, the Restrained Parties, or any successor thereto from objecting to any Claims filed by any Woodbridge Party in the Chapter 11 Case excepting only the Woodbridge Claims, the Allowed Secured Claim held by Woodbridge against LAS in connection with the HomeBanc Loan and the Allowed Administrative Expense Claim of Woodbridge, each as described in paragraph 3 above.

7. As set forth in and for the purposes of this Agreement, the following terms shall have the following meanings:

“Restrained Parties” shall mean any and all creditors, as defined in 11 U.S.C. § 101(10), and other parties in interest of the Debtors under Section 1109 of the Bankruptcy Code and any and all persons or entities with a claim against or interest in any Debtor (“Claimants”) who are entitled to receive a Ballot in respect of the Plan, including any Claimant whose claim is or may be the subject of an objection pending when the Plan was filed on November 2, 2008 or as of the hearing before the Bankruptcy Court to consider confirmation of the Plan, whether such Claimants vote to accept the Plan, reject the Plan or fail to file a Ballot in respect of the Plan, which in each instance have agreed or are deemed to have agreed to be and are bound by the Third Party Release and Injunction in accordance with the terms hereof and the Plan; provided however that Restrained Parties shall not include those Claimants who opt out of the Third Party Release and Injunction by checking the appropriate box on the Ballot and who do not receive any payment from the Release Fund.

“Woodbridge Parties” shall mean (i) each of Woodbridge Holdings Corporation, f/k/a Levitt Corp., Core Communities, and all of their direct and indirect subsidiaries and Affiliates (as hereinafter defined), whether in the form of partnerships, corporations, limited liability companies or joint ventures, and their respective predecessors, successors, assigns and subsidiaries and (ii) all of their respective or joint members, managers, directors, officers, current or former employees, agents, advisors and shareholders, provided however that notwithstanding anything herein to the contrary, the Woodbridge Parties shall specifically not include the Debtors, the Debtors’ current and former officers and directors, Bank of America, N.A., KeyBank, N.A., any person or entity who is not a Woodbridge Party or any of the parties specifically listed on Exhibit B attached hereto and made a part hereof. For purposes of this Agreement, the term “Affiliate” shall have the meaning set forth in the federal securities laws.

“Settlement Causes of Action” shall mean any claim or cause of action in connection with, related to, arising out of or related to any of the Woodbridge Parties involving the Debtors or the Debtors’ property, including, but not limited to, any intentional tort, negligence, gross negligence, willful misconduct, intentional misrepresentation, negligent misrepresentation, breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, bad faith, intentional or negligent infliction of mental distress, tortious interference with contractual relations, fraud, deceptive trade practices, libel, slander or conspiracy, and any claims of any creditors of the Debtors against the Woodbridge Parties; provided however, that the Settlement Causes of Action specifically shall not and does not include any claim or cause of action arising under a written contract executed by and under which any Woodbridge Party is directly liable to a Restrained Party.

8. Except with respect to the rights and obligations of Woodbridge contained in this Agreement, the Debtors and the Committee, on behalf of the Debtors and the Debtors' Estates, and their successors, agents, employees, servants, associates, predecessors, assigns and representatives, including any subsequently appointed Chapter 7 or Chapter 11 bankruptcy trustee for any of the Debtors, hereby release and forever discharge the Woodbridge Parties from and against any and all claims, causes of action, liabilities, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies and rights to payments, whether known or unknown, of whatsoever kind or nature, whether absolute, contingent, known unknown, suspected or otherwise, that the Debtors or the Committee, on behalf of the Debtors and the Debtors' Estates, have had, now have or in the future may have against the Woodbridge Parties as a result of any matter, event, act, omission or occurrence of any kind through the date hereof, including without limitation, (i) any claim or cause of action that constitutes property of the estate of any Debtor under and pursuant to Section 541 of the Bankruptcy Code, (ii) any claim or cause of action that arises under Chapter 5 of the Bankruptcy Code or applicable state law, (iii) any claim of surcharge under section 506(c) of the Bankruptcy Code or similar law or right, (iv) any claim for subordination, including under section 510 of the Bankruptcy Code, or any claim to recharacterize the claims of the Woodbridge Parties to equity, (v) the 2005 Tax Refund Claim and the 2006 Tax Refund Claim, and any prospective tax benefits, (vi) any claim arising under that certain Tax Sharing Agreement between Woodbridge and the Debtors dated as of January 1, 2006, and (vii) the Settlement Causes of Action.

9. The Confirmation Order shall provide that, except with respect to the rights and obligations of the Debtors and the Committee contained in this Agreement and the Woodbridge Claims, the Allowed Secured Claim for the HomeBanc Loan and the Allowed Administrative Expense Claim in the amount of \$650,000 described in paragraph 3 above, Woodbridge, on behalf of itself, the Woodbridge Parties and their successors, agents, employees, servants, associates, predecessors, assigns and representatives will irrevocably and forever release, acquit and discharge the Debtors, the Debtors' Estates and the Committee, and their respective members, agents, assigns, attorneys, predecessors, successors, servants, employees, officers, directors and insurers from and against any and all claims, causes of action, liabilities, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies and rights to payments, whether known or unknown, of whatsoever kind or nature, whether absolute, contingent, known unknown, suspected or otherwise, that Woodbridge has had, now has or in the future may have against the Debtors, the Debtors' Estates or the Committee as a result of any matter, event, act, omission or occurrence of any kind through the date hereof, including, without limitation, the claims asserted by Woodbridge in Recital D above and any claim arising under that certain Tax Sharing Agreement between Woodbridge and the Debtors dated as of January 1, 2006. Notwithstanding the foregoing, the parties agree that the above release shall not release non-debtor owners of properties previously owned by the Debtors from any claims by Woodbridge associated with improvements to or assessments on such properties to the extent Woodbridge pays such amounts pursuant to direct contractual obligations or guarantees in connection therewith.

10. The parties agree to prepare and file and seek confirmation of the Plan that gives effect to this Agreement, and agree to cooperate fully with each other in good faith to obtain the entry of the Confirmation Order as soon as reasonably practical.

11. In the event that (i) the Court does not enter a Confirmation Order on or before May 31, 2009, approving the settlement and compromise contained herein, including specifically the Third Party Release and Injunction provided for herein, or (ii) the Confirmation Order does not become a Final Order on or before December 31, 2009, then Woodbridge, on the one hand, and the Debtors, with the consent of the Committee, on the other hand, shall each have the right to terminate this Agreement by providing written notice to the other parties hereto. In the event this Agreement is terminated pursuant hereto, then this Agreement and the settlement and compromise contained herein shall be null and void and the parties shall have no further obligations to each other hereunder. In addition, upon such termination, Woodbridge shall be entitled to the return of the Total Settlement Payment held in the Escrow Account and Stearns Weaver, as Escrow Agent, shall be authorized to deliver the Total Settlement Payment to Woodbridge.

12. If within one year after the date of the Confirmation Order Section 172 of the Internal Revenue Code of 1986, as amended (the "IRC"), is amended so as to permit taxpayers to carry back tax losses from calendar years 2007 and/or 2008 to one or more years preceding the calendar year 2005 (the "New Carryback Years"), then:

- (a) Woodbridge shall calculate, as though each of the Debtors was a C corporation under the IRC the following:
 - (1) The aggregate amount of net operating losses incurred by the Debtors for each of the calendar years 2007 and 2008,
 - (2) The aggregate amount of taxable income of the Debtors for each of the New Carryback Years, and
 - (3) The aggregate amount of funds directly or indirectly contributed by the Debtors toward the aggregate amount of federal income taxes attributable to their taxable incomes for the New Carryback Years, (such aggregate amount of income taxes, the "Debtors' Taxes").
- (b) Woodbridge shall use all reasonable efforts to obtain refunds (the "Additional Refunds") of the Debtors' Taxes that result from carrybacks of the 2007 and 2008 net operating losses of the Debtors; calculated in accordance with paragraph (a)(1) above, to the New Carryback Years.
- (c) Upon receipt of the Additional Refunds, Woodbridge agrees to and shall pay to the Debtors, or any successor to the Debtors under a confirmed chapter 11 plan of liquidation, as applicable, an amount

equal to fifty (50%) of any such Additional Refunds resulting from the carryback portion of such losses which are described in clause (a)(1) above against the portion of income in the New Carryback Years described in clause (a)(2) above, but only to the extent of the amount of funds directly or indirectly contributed by the Debtors toward the aggregate amount of federal income taxes as described in clause (a)(3) above.

13. Each Party hereby acknowledges that Stearns Weaver is legal counsel to Woodbridge and the Woodbridge Parties and represents Woodbridge and the Woodbridge Parties in connection with the transactions described herein, the Debtors' Chapter 11 Case and this Agreement, and even though Stearns Weaver has agreed to serve as escrow agent and to hold the Escrow Account, each party consents to Stearns Weaver representing any of the Woodbridge Parties in all claims, disputes, matters and things directly or indirectly arising from or related to this Agreement, or any claim or cause of action involving Woodbridge or any of the Woodbridge Parties in this Chapter 11 Case; it being specifically understood and agreed that Stearns Weaver can represent Woodbridge and any of the Woodbridge Parties in any dispute with, or claim, arbitration or legal proceeding against any party hereto or any other person hereafter arising notwithstanding then acting as the holder of the Escrow Account hereunder.

14. The parties agree that this Agreement and the obligations of the parties hereunder are subject to and strictly conditioned upon the entry of the Confirmation Order, including the Third Party Release and Injunction as provided in the Plan, and the Confirmation Order becoming a Final Order. The issuance of the Third Party Release and Injunction is integral and critical to the settlement and compromise contained herein. The form and content of the Confirmation Order shall be subject to the reasonable approval of the Debtors, the Committee and Woodbridge, which approval shall not be unreasonably withheld or delayed.

15. Woodbridge's intent in entering into this Agreement is to channel all Settlement Causes of Action of the Restrained Parties to the Release Fund. Woodbridge has agreed to the payment of the Total Settlement Payment, a sum in excess of what it believes it would have paid to settle and resolve the Settlement Causes of Action, including in order to obtain the global relief contemplated to be provided to it by entry of the Third Party Release and Injunction through the Release Fund.

16. The parties hereto agree that the Court shall retain jurisdiction to enforce the terms and conditions of this Agreement and to otherwise resolve any disputes arising under, related or pertaining to this Agreement and all parties hereto consent and submit to the jurisdiction of the Court for all such matters.

17. Any notices or other communications required or permitted hereunder shall be in writing and shall be considered to have been duly given, when received, if delivered by hand, electronic mail, overnight courier, telex or telecopy, and, when deposited, if placed in the mails for delivery by air mail, postage prepaid, addressed to the appropriate party at his or its address provided in writing to the parties to this Agreement

at any time as set forth below (however, any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mails or when actually received, whichever occurs first):

- (a) If to the Committee, to:
c/o Paul J. Battista, Esq.
Genovese Joblove & Battista, P.A.
100 S.E. Second Street, 44th Floor
Miami, Florida 33131
Fax (305) 349-2310
E-mail: pbattista@gjb-law.com

- (b) If to the Debtors, to:
c/o Paul Steven. Singerman, Esq.
Berger Singerman, P.A.
200 South Biscayne Blvd., Suite 1000
Miami, FL 33131
E-mail: Singerman@bergersingerman.com

- (c) If to Woodbridge, to:
c/o Patricia A. Redmond, Esq.
Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A.
150 W. Flagler Street, 22nd Floor
Miami, FL 33131
E-mail: predmond@swmwas.com

18. Each of the parties hereto hereby agrees and acknowledges that the rights and benefits granted to each of them, subject to their respective obligations hereunder, constitute full and adequate consideration to each such party to enter into this Agreement and the ancillary documents contemplated to be delivered by each such party hereunder, and each such party has expressly bargained for and agreed that the rights afforded them constitute a material inducement to agree to settle these matters in accordance with the terms and conditions of this Agreement.

19. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more of the counterparts of this Agreement have been signed by each of the signatories. The parties may execute this Agreement in any number of actual or telecopied counterparts and by the different parties on separate counterparts, each of which when so executed shall be an original.

20. The parties hereto have had the full opportunity to consult with legal counsel and have reached this Agreement to resolve the matters set forth herein so as to avoid the cost, risk and delay of litigation and agree to enter into this Agreement as evidence of that resolution.

21. This Agreement may only be modified by a written modification signed by each party hereto. This Agreement contains the entire understanding between and among the parties with respect to the matters set forth herein. There are no representations, warranties, agreements, undertakings, either oral or written, between or among the parties hereto related to the subject matter of this Agreement which are not fully expressed within this Agreement. This Agreement supersedes any and all prior drafts of this Agreement and the Prior Settlement, none of which prior drafts or other writings relating to this Agreement shall be admissible in any court in any case or proceeding to evidence the intention of any of the parties in making this Agreement. There shall not be any presumption hereto as each party has been represented by independent competent legal counsel who has participated in the negotiation and drafting of this Agreement.

22. The terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns. Each of the Woodbridge Parties shall be an intended third party beneficiary under this Agreement and shall be entitled to fully enforce the terms of this Agreement to the same extent as if it were a direct signatory hereto.

23. The parties each represent and warrant that they are represented by legal counsel of their choice, are fully aware of the terms contained in this Agreement and have the authority to enter into this Agreement and voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement to which they are a party.

24. At any time from and after the date hereof, the parties hereto shall promptly execute and deliver such further documents and instruments, and take such other actions as may be reasonable to carry out the purpose and intent of this Agreement.

25. This Agreement, the transactions contemplated hereby and the documents required to consummate the transactions contemplated hereby shall all be governed by the laws of the State of Florida without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed and deliver this Agreement as of the date first written above.

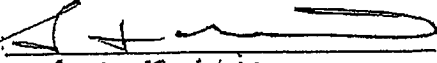
JOINT COMMITTEE OF UNSECURED CREDITORS

By: Alfred D. Strack
Name: Alfred D. Strack
Title: Chairman

[Signatures Continued on Next Page]

[Signatures Continued from Previous Page]

WOODBIDGE HOLDINGS CORPORATION, f/k/a LEVITT CORPORATION

By: 
Name: *Seth M. Wise*
Title: *President*

LEVITT AND SONS, LLC, on behalf
of itself and each of the Debtors

By: _____
Name:
Title:

[Signatures Continued from Previous Page]

WOODBIDGE HOLDINGS CORPORATION, f/k/a LEVITT CORPORATION

By: _____
Name:
Title:

LEVITT AND SONS, LLC, on behalf
of itself and each of the Debtors

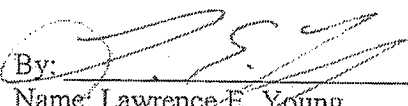
By:  _____
Name: Lawrence E. Young
Title: Chief Restructuring Officer

Exhibit A

*to Amended and Restated Settlement Agreement By and Among
Levitt and Sons, LLC and its Affiliate Debtors, the Joint
Committee of Unsecured Creditors and Woodbridge Holdings
Corporation f/k/a Levitt Corporation*

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is effective as of this ____ day of December, 2008, by and among Levitt and Sons, LLC ("LAS") and each of its affiliates who are jointly administered debtors in the Chapter 11 Case (collectively, the "Debtors"), the Joint Committee of Unsecured Creditors appointed in the Chapter 11 Case (the "Committee"), Woodbridge Holdings Corporation (f/k/a Levitt Corporation) ("Woodbridge") and Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as escrow agent ("Escrow Agent"). Capitalized terms used in this Escrow Agreement shall have the same meaning and definition as set forth in the Amended and Restated Settlement Agreement (as hereinafter defined), unless the term is specifically defined in this Escrow Agreement.

RECITALS

WHEREAS, Woodbridge entered into an Amended and Restated Settlement Agreement (the "Settlement Agreement") dated as of October 27, 2008 with the Debtors and the Committee; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Woodbridge has agreed to cause a sum equal to U.S. \$12,300,000, together with any interest accrued thereon from May 22, 2008, currently being held in an interest bearing account at Northern Trust Bank, to be deposited into escrow with Escrow Agent.

AGREEMENT

NOW, THEREFORE, pursuant to the terms of the Settlement Agreement and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Delivery to Escrow Agent. Pursuant to the Settlement Agreement, Woodbridge shall cause the sum of U.S. \$12,300,000, together with any interest accrued thereon from and after May 22, 2008 currently being held in a segregated interest bearing account at Northern Trust Bank denominated the "Levitt Corporation - Settlement Fund" (together with all accrued interest, the "Escrow Amount"), to be deposited with Escrow Agent. Escrow Agent shall deposit the Escrow Amount in an interest bearing account(s) (the "Escrow Account").

2. Disbursement by Escrow Agent. Subject to and conditioned upon the entry of the Confirmation Order and the Confirmation Order becoming a Final Order and upon the delivery to Escrow Agent of written disbursement instructions described below, Escrow Agent shall disburse the Escrow Amount, or portions thereof, to either (a) the Plan Administrator; (b) any successor to the Plan Administrator under the Plan; or (c) such other place as directed in writing jointly signed by counsel to the Debtors and counsel to the Committee. Alternatively, if the Settlement Agreement is terminated pursuant to Section 11 thereof and upon the delivery to

Escrow Agent of written disbursement instructions described below, Escrow Agent shall disburse the Escrow Account to Woodbridge.

(a) If disbursement of the Escrow Account is to be made to the Plan Administrator, Berger Singerman, P.A. ("Debtors Counsel") or Genovese Joblove & Battista, P.A. ("Committee Counsel") shall provide written instructions to the Escrow Agent (and provide to Woodbridge a copy of such instructions) specifying the manner of delivery of the Escrow Amount or portions thereof, shall certify that the Confirmation Order has become a Final Order, and shall provide a copy of the Confirmation Order to the Escrow Agent;

(b) If disbursement of the Escrow Amount is to be made to any successor to the Plan Administrator under the Plan, the Debtors Counsel or Committee Counsel shall provide written instructions to the Escrow Agent (and provide to Woodbridge a copy of such instructions) specifying the manner of delivery of the Escrow Amount or portions thereof, shall certify that the Confirmation Order has become a Final Order, shall certify that the party to whom the Escrow Amount or portions thereof is to be delivered is a successor to the Plan Administrator under the Plan, and shall provide a copy of the Plan, and the Confirmation Order to the Escrow Agent;

(c) If disbursement of the Escrow Amount is to be made to such other place as directed in writing jointly signed by Debtors Counsel and Committee Counsel, then Debtors Counsel and Committee Counsel shall provide joint written instructions to the Escrow Agent (and provide to Woodbridge a copy of such instructions) specifying the manner of delivery of the Escrow Amount or portions thereof, shall identify the entity to whom the Escrow Amount or portions thereof is to be delivered, shall certify that the Confirmation Order has become a Final Order, and shall provide a copy of the Confirmation Order to the Escrow Agent;

(d) Upon termination of the Settlement Agreement pursuant to Section 11 thereof, Escrow Agent shall provide written notice of its intent to pay the Escrow Amount to Woodbridge via overnight delivery with a copy by facsimile. Escrow Agent shall make such disbursement to Woodbridge within five business days after such notice has been sent by Escrow Agent to the other parties, unless such other parties object in writing thereto. If any other party delivers a writing to the Escrow Agent objecting to the request to pay the Escrow Amount to Woodbridge, the Escrow Agent shall follow the procedures set forth in Section 3 of this Escrow Agreement.

(e) Notwithstanding the foregoing, if Woodbridge has waived the condition that the Confirmation Order be a Final Order, the certification by Debtors Counsel or Committee Counsel that the Confirmation has become a Final Order as

described in sub-paragraphs (a), (b) and (c) above shall not be required to be made to the Escrow Agent to cause the disbursement of the Escrow Amount.

3. Dispute or Uncertainty. In the event of a dispute among the parties hereto, or if Escrow Agent shall be uncertain as to the proper action to be taken under this Escrow Agreement, Escrow Agent shall be entitled (but not required) to (a) retain the Escrow Amount pending direction as to the disposition thereof by a final order, from which no further appeal may be taken, of a court having jurisdiction or (b) deliver the Escrow Amount into the custody of the Court presiding over the Chapter 11 Case and interplead the parties hereto and, upon giving notice to the parties hereto of such action, shall thereupon be relieved of all further responsibility.

4. Deposit of Funds. Escrow Agent shall have no duty to maximize the return on the Escrow Amount; provided that the Escrow Amount is deposited in an interest bearing account(s).

5. Escrow Agent's Expenses; Indemnification. The parties hereto, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all losses, liabilities and expenses, including without limitation reasonable attorneys' fees and expenses whether or not Escrow Agent's attorneys' fees and expenses are incurred in connection with litigation under this Escrow Agreement, incurred without willful negligence or bad faith on its part, arising out of or in connection with this Escrow Agreement, including, but not limited to, the losses, liabilities and expenses incurred in defending any claim of liability. The obligations contained in this Section 5 shall survive any termination of this Agreement or Escrow Agent's duties hereunder.

6. Resignation and Removal of Escrow Agent.

(a) Escrow Agent may at any time resign as Escrow Agent hereunder by giving 10 days written notice thereof to the parties hereto or upon such shorter notice as shall be acceptable to the parties hereto. Escrow Agent may be removed at any time as Escrow Agent upon 10 days written notice from the Debtors, the Committee and Woodbridge or upon such shorter notice as may be acceptable to all of the parties hereto. No resignation or removal of Escrow Agent as Escrow Agent and no appointment of a successor Escrow Agent shall become effective until acceptance of such appointment by a successor Escrow Agent. If an instrument of acceptance by an approved successor Escrow Agent shall not have been delivered to the parties hereto within 20 days after such notice of resignation or removal, Escrow Agent may petition the Court presiding over the Chapter 11 Case for the appointment of a successor Escrow Agent.

(b) Each successor Escrow Agent shall have the powers and duties conferred upon Escrow Agent in this Agreement, and, except as the context otherwise requires, the term "Escrow Agent" as used in this Agreement shall be deemed to include any successor Escrow Agent. Upon acceptance of appointment by a successor Escrow Agent, Escrow Agent shall transfer and deliver the Escrow Amount to the successor Escrow Agent, Escrow Agent shall be released and discharged from all further accountability or liability for the Escrow Amount and

shall not be responsible for the further disposition of the Escrow Amount or any part thereof.

7. Notices. Any notice, request, demand or other communication required or permitted under this Escrow Agreement shall be in writing and shall be delivered personally or sent by certified United States mail, return receipt requested, postage prepaid, sent by facsimile, or sent by nationally recognized overnight courier service with guaranteed next day delivery, in each case, to the parties hereto at the names, addresses and numbers set forth below (or at such other addresses or numbers as shall be specified by the parties hereto by like notice). If to the Committee, to: c/o Paul J. Battista, Esq. Genovese Joblove & Battista, P.A., 100 S.E. Second Street, 44th Floor, Miami, Florida 33131, Facsimile: (305) 349-2310. If to the Debtors, to: c/o Paul Steven Singerman, Esq. Berger Singerman, P.A., 200 South Biscayne Blvd., Suite 1000, Miami, Florida 33131, Facsimile: (305) 714-4340. If to Woodbridge, to: c/o Patricia A. Redmond, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler Street, Suite 2200, Miami, FL 33130 Facsimile: (305) 789-3395. If to Escrow Agent, to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler Street, Suite 2200, Miami, FL 33130, Attention: Alison Miller, Esq., Facsimile: (305) 789-3395. Such notices, requests, demands and other communications shall be deemed given when actually received, or (a) in the case of delivery by nationally recognized overnight courier service with guaranteed next day delivery, the next day or the day designated for delivery, (b) in the case of certified United States mail, return receipt requested, postage prepaid, five (5) days after deposit in the United States mail or (c) in the case of facsimile, upon receipt by the sender of a confirmation report for the number designated above.

8. Escrow Agent's Duties Ministerial. Escrow Agent will hold the Escrow Amount in accordance with the terms of this Escrow Agreement. The duties of Escrow Agent are only such as are specifically provided in this Escrow Agreement, being purely ministerial in nature, and no implied duties or obligations may be read into this Escrow Agreement against Escrow Agent. The parties hereto release Escrow Agent from any act done or omitted to be done in good faith in the performance of Escrow Agent's duties under this Escrow Agreement, and Escrow Agent shall incur no liability whatsoever for any error of judgment or for any action taken or omitted by Escrow Agent in good faith and reasonably believed by Escrow Agent to be authorized or within the rights or powers conferred by this Escrow Agreement. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent will not be required to defend any legal proceedings that may be instituted against Escrow Agent in respect of this Escrow Agreement, unless required to do so by the parties hereto and indemnified to the Escrow Agent's satisfaction against the cost and expense of a defense. Escrow Agent will not be required to institute legal proceedings of any kind. Upon release of the Escrow Amount in accordance with this Escrow Agreement, Escrow Agent will be released from all further liability or obligation under this Escrow Agreement.

9. Miscellaneous. This Escrow Agreement: (a) contains every obligation and understanding between the parties hereto relating to the subject matter hereof and merges all

prior discussions, negotiations and agreements, if any, between them, and none of the parties hereto shall be bound by any representation, warranty, covenant, agreement or other understandings, other than as expressly provided or referred to herein; (b) shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; (c) shall not be assigned, in whole or in part, without the prior written consent of all of the parties hereto; (d) shall not be amended without the written consent of all of the parties hereto; (e) shall not be waived, in whole or in part, without the written consent of the party hereto granting such waiver; (f) shall not confer upon or give any individual or entity other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Escrow Agreement; (g) shall be severable in the event that any provision contained in this Escrow Agreement shall be declared invalid, void or unenforceable, in which case the remainder of the provisions of this Escrow Agreement shall be unaffected and shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written; (h) contains article, section and other headings which are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Escrow Agreement; (i) may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; (j) shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to the conflict of laws principles thereof.

10. Legal Representation. The Debtors and the Committee each acknowledge that Escrow Agent has acted as counsel to Woodbridge in connection with the Settlement Agreement, the transactions therein and the Debtors' Chapter 11 Case. The Debtors and the Committee each agree that the fact that Escrow Agent has acted as the escrow agent hereunder shall not preclude it or any member or employee of such firm from providing legal representation to Woodbridge or any of the Woodbridge Parties in the Chapter 11 Case in connection with any matter (including without limitation any dispute or legal proceeding between the parties hereto) arising from, or in any way connected with, the transactions contemplated by this Escrow Agreement or the Settlement Agreement; it being specifically understood and agreed that Stearns Weaver can represent Woodbridge and any of the Woodbridge Parties in any dispute with, or claim, arbitration or legal proceeding against any party hereto or any other person hereafter arising notwithstanding then acting as the holder of the Escrow Account hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has duly executed this Escrow Agreement as of the date first written above.

JOINT COMMITTEE OF UNSECURED CREDITORS

By: _____
Name:
Title:

WOODBIDGE HOLDINGS CORPORATION, f/k/a
LEVITT CORPORATION

By: _____
Name:
Title:

LEVITT AND SONS, LLC, on behalf of itself and each
of the Debtors

By: _____
Name:
Title:

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A., as Escrow Agent

By: _____
Name:
Title:

Exhibit B

*to Amended and Restated Settlement Agreement By and Among
Levitt and Sons, LLC and its Affiliate Debtors, the Joint Committee
of Unsecured Creditors and Woodbridge Holdings Corporation
f/k/a Levitt Corporation*

Payee	Payment Amount
3E COMPANY	
84 COMPONENTS CO	
84 LUMBER COMPANY	
84 LUMBER COMPANY LP-CENTRAL FLORIDA	
84 LUMBER COMPANY-NORTH FLORIDA	
A & B STUCCO INC-CENTRAL FLORIDA	
A & F WASTE SERVICES INC	
A & H IRON WORKS	
A BETTER CHOICE PLUMBING	
A.B. DESIGN GROUP, INC	
A+ EROSION CONTROL, INC	
A-1 BUILDING COMPONENTS	
AAA DIGITAL IMAGING	
AARMADA PROTECTION SYSTEMS 2000 INC	
AB MANSELL WEST LLC	
ABSOLUTE ALUMINUM INC-CENTRAL FLORIDA	
ACADIA COFFEE SERVICE INC	
ACCELERATED SECURITY MANAGEMENT INC	
ACCURATE FENCE LLC	
ACE DESIGN STUCCO INC-NORTH FLORIDA	
ACME BRICK COMPANY	
ADAMS REMCO INC	
ADT SECURITY SERVICES INC	
ADVANCED DISPOSAL SRVCS	
ADVANCED DRILLING & BLASTING LLC	
ADVANCED WRAPPING OF CENTRAL FLORIDA	
ADVANTAGE GLASS-CENTRAL FLORIDA	
AERIAL PHOTOGRAPHY, INC	
AERO PHOTO	
AEROTEK INC	
AFFORDABLE QUALITY PRESSURE CLEANING	
AFLAC	
AGENT DIRECT NEWS	
ALICE HERRERA	
ALIE KANU	
ALIX PARTNERS LLP	
ALL ABOUT ENCLOSURES INC-NORTH FLORIDA	
ALL AMERICAN EXCAVATING	
ALL GEORGIA EXTERIORS INC	
ALL IN ONE RESURFACING	
ALL STAR WASTE SYSTEMS L	
ALL TERRAIN TRACTOR SERVICE INC	
ALLIED ALUMINUM INC	
ALLIED BARTON SECURITY SERVICES LLC	
ALLIED DOORS INC	
ALLIED TRAILER SALES AND RENTALS	
ALOHA SWIMMING POOL COMPANY	
ALPHA DOOR AND HARDWARE INC.	
ALPINE FARMS BEE REMOVAL	
ALS DESIGN & DRAFTING SERVICES INC	
ALUMA TRIM-CENTRAL FLORIDA	

AMERICAN DOOR & MILL CO-CENTRAL FLORIDA
AMERICAN DOOR & MILL CO-NORTH FLORIDA
AMERICAN EXPRESS
AMERICAN HOME GUIDE - DNU
AMERICAN INSULATORS INC-NORTH FLORIDA
AMERICAN KITCHENS INC-CENTRAL FLORIDA
AMERICAN MANAGEMENT
AMERICAN POOL CONSTRUCTION INC
AMERICAN PORTABLE TOILETS INC
AMERICAN RESIDENTIAL PRODUCTS
AMERICAN RESIDENTIAL PRODUCTS-NORTH FL
AMERICAN WOODMARK CORP DBA TIMBERLAKE-CF
AMERICAN WOODMARK CORP.
AMERICAN WOODMARK DBA TIMBERLAKE CABINET
AMERICAN WOODMARK DBA TIMBERLAKE-SF
Amis, Delbert & Carolyn
AMY H GOLDIN P.A.
ANDERSEN BROTHERS INC
ANDERSON RENTALS INC.
ANDRADE'S CLEAN UP INC.
ANDREA SHERMAN EVENTS INC
ANDREWS CLEANING INC
ANGLES WOOD & GRAPHICS,
APEX CONCRETE & ASPHALT
APPLIED IMAGES INC
AQUATIC WEED CONTROL, INC
ARCADIS G&M INC
ARCADIS G&M INC-CENTRAL FLORIDA
ARCHER EXTERIORS INC
ARCHITECTURAL AMENITIES-CENTRAL FLORIDA
ARCHITECTURAL ARTS BY VATHAUER STUDIO IN
ARCHIVESONE, INC.
ARGO CONSTRUCTION CORP
ARMSTRONG RELOCATION CO.
ASP FRAMING CORPORATION-CENTRAL FLORIDA
AT & T
AT&T
AT&T ADVERTISING & PUBLISHING
AT&T BUSINESS SYSTEMS
AT&T BUSINESS SYSTEMS ATLANTA
AT&T LONG DISTANCE SERVI
AT&T MOBILITY
ATLANTA BOARD OF ATLANTA BOARD OF REALTOR
ATLANTA BREAD COMPANY
ATLANTA NEW HOMES
ATMOS ENERGY
ATMOS ENERGY INC
AURORA ROAD BILLIARD SUPPLIES
B & B EXTERMINATING CO-NORTH FLORIDA
B SHEA INC-CENTRAL FLORIDA
BABER INC
BAILEY INDUSTRIES INC

BAILEY PUBLISHING & COMMUNICATIONS INC
Baker, Theodore A. and Catherine J.
Baker, Donald & Frances
BALLOONS OVER FORT MYERS
BANK OF AMERICA
BANK OF AMERICA,N.A.
BANK OF BARTLETT
BANKCARD CENTER VISA
BANKO OVERHEAD DOORS
Barber, Charley E. and Judith A. Barber
BARRACO & ASSOCIATES INC
BARTIMAEUS INC
BARTLETT LANDSCAPE DBA
BARTLETT LANDSCAPE SPRAY
BARTOLOMEI, THOMAS
BASHAM LANDSCAPING
BEAUTIFUL MAILBOX
BEAUTIFUL MAILBOX-CENTRAL FLORIDA
BECKY'S CLEANING ENTERPRISES INC
BELLSOUTH LONG DISTANCE
BELVEDERE CONTRACTING,
BEMCI ELECTRIC INC
Bendriss, Rachid & Jennifer
BERTRAND, MARIELLE
BEST WELDING&FABRICATION
BEYEL BROTHERS, INC.
BIANCHI & COMPANY INC
BIG JOHN'S PORTABLES AKA MBA WASTE SVCS
BIG TREE, INC.
BILL AULT SYSTEMS INC-CENTRAL FLORIDA
BILL PECK PHOTOGRAPHY
BLATTNER BRUNNER INC
BLICK ART MATERIALS
BLUE SKY COURIERS LLC
BLU-JOHN PORTABLE
BOBBY EUGENE BENNETT
BOBCAT EXCAVATING INC.
BONDED BUILDERS
BONITA SPRINGS UTILITIES
BOOKER PROMOTIONS
BORAL BRICKS INC
BOWYER-SINGLETON-CENTRAL FLORIDA
BRAD McDONALD ROOFING & CONSTRUCTION INC
BRANCO LATH & STUCCO-CENTRAL FLORIDA
Brannan, Jr. James G. & Judy R.
BRAUER, ALBERT
BRENDA'S HOUSE OF FLOWERS
BRETT W THRASH
BRICKMAN, HARRIETTE L
BRINKS HOME SECURITY
BROADSTAR HOLDINGS LLP-CENTRAL FLORIDA
BROOKS GROUP, THE

BRUCE HAGE IRRIGATION CO
BUCHANAN SIGN & FLAG
BUCKEYE PLUMBING INC
BUDGET BLINDS OF MEMPHIS
BUILDER HOMESITE INC
BUILDERS FIRSTSOURCE
BUILDERS FIRSTSOURCE-NORTH FLORIDA
BUILDING INDUSTRY ASSOC
BUILDING PREP SERVICES LLC
Burgston, Richard C. & Charen I. Trust
Burns, Robert J. & Kathleen A.
BURRELLESLUCE
BUSINESS EQUIPMENT CTR I
BUSINESS PRINTING
C&C RIPOLL MASONRY OF GEORGIA LLC
Cahill, Nelson J. & Marlene L.
CALICO CORNERS
CALIPER MANAGEMENT INC
CAMPBELL, SHARON
CANIN ASSOCIATES
Cantor, Sheldon G. & Marlene R.
CAPITOL ARCHITECTURE & ENGINEERING, INC.
CAPRI ENGINEERING-CENTRAL FLORIDA
CAPRI ENGINEERING-NORTH FLORIDA
CAPRI ENGINEERING-SW FL
Carhart, Lucille M
CAROLINA HOME EXTERIORS-NORTH FLORIDA
CARR ROOFING INC-NORTH FLORIDA
CARROL LASHORNE INC,
CARROLLWOOD WINDOW & DOOR INC-CF
CARTER-PRITCHETT
CASCADES @ RIVER HALL
CASCADES AT GROVELAND
CASCADES AT SARASOTA
Catania, Dominick & Frances
CAWLEY & ASSOCIATES
CBS BUILDERS SUPPLY INC-CENTRAL FLORIDA
CBS OUTDOOR
CCI SITE DEVELOPMENT
CENTERLINE SURVEYING
CENTURY CONCRETE PARTNERS INC
CENWOOD APPL/MEMPHIS
CERTIFIED BUILDING CONTRACTORS
CERTIFIED FRAMERS LLC
CHEROKEE ASSOCIATION
CHRISTENSON SASH & DOOR
CIA ACCESS-CENTRAL FLORIDA
GIN'S PRO CLEANING, INC.
CINTAS FIRE PROTECTION
CIT TECHNOLOGY
CITICORP VENDOR FINANCE
CITY FURNITURE

CITY OF ARLINGTON
CITY OF BROOKSVILLE
CITY OF CANTON
CITY OF CANTON BUILDING
CITY OF CLERMONT
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS UTILITIES DEPARTMENT
CITY OF GAINESVILLE
CITY OF GERMANTOWN
CITY OF GROVELAND
CITY OF MEMPHIS
CITY OF PORT SAINT LUCIE UTILITY SYSTEMS
CITY OF PORT ST LUCIE
CITY OF ROSWELL
CITY OF ST.CLOUD
CITY OF WINTER SPRINGS
CLASSIC CULTURED MARBLE INC
CLASSIC PARTY RENTALS
CLASSIC PAVERS OF CENTRAL FLORIDA LLC
CLAUSEN GROUP REALTORS
CLAYTON,ROPER &
CLEAN FIRST TIME INC-CENTRAL FL
CLEAR CHANNEL COMMUNICAT
CLEAR CHANNEL OUTDOOR
CLERK OF CIRCUIT CRT ST LUCIE CTY
CLERK OF THE CIRCUIT
CLERMONT POOL & SPA
CLERMONT SECURITY & SOUND
CLOSETS ETC., INC.
CLOUD 9 SERVICES INC
CLYDE PINKSTON
COAKLEY PIERPAN DOLAN
COAST TO COAST MARBLE
COASTAL ENERGY LLC-NORTH FLORIDA
COASTAL OUTDOOR ADVERTISING
COASTAL RESIDENTIAL SERVICES LLC
COBB EMC
COFFMAN GRADING INC
COHEN DRYWALL CO INC
COLE INDUSTRIAL & TECH
COLEMAN FLOORS COMPANY-SE FL
COLEMAN FLOORS-CENTRAL FLORIDA
COLEMAN FLOORS-NORTH FLORIDA
COLEMAN FLOORS-SW FL
COLLIS ROOFING INC-CENTRAL FLORIDA
COMCAST
COMCAST BUSINESS SERVICE
COMCAST COMMERCIAL
COMCAST SPOTLIGHT
COMET ELECTRIC
COMFORT SUITES - WORLD GOLF VILLAGE
COMMON GROUNDS INC

COMMUNITY ENGINEERING SERVICES INC
COMPLEAT STAIR CO INC
COMPLETE FLOOR MAINT.
CONCEPTS IN GREENERY INC
CONFERENCE CALL.COM
CONNECTING JACKSONVILLE
CONSTRUCTION CODE ENFCMT
CONSTRUCTION MANAGEMENT PLUS INC
CONSUMER SOURCE INC
COOGAN WINDOW & DOOR
COPPER ELECTRIC INC
CORDERO, CHARLES
COUNTER SINK TUB REPAIR
COUNTER SOLUTIONS
COUTERTOP STORE, THE
COVERALL WINDOWS OF FLORIDA -SFL
COX LUMBER CO DBA HD SUPPLY LBM
COX LUMBER CO DBA HD SUPPLY LBM -DNU
CPT.OF S FLA, INC .
CRACK O DAWN LAWN SERVICE
CREASIE PLUMBING
CREATIVE CATERING
CREATIVE CURBS DRIVES
CREATIVE MAILBOX & SIGN-CENTRAL FLORIDA
CREATIVE TOUCH INTERIORS
Crevlston, Dennis
CRISCUOLO, MR & MRS
Cross, David and Regina
CROWN BATH CORP-CENTRAL FLORIDA
CROWNE PLAZA FORT MYERS
CRYSTAL SPRINGS WATER
CSI SEARCH GROUP INC
CUCCULELLI, RAYMOND
CURLINDA BROWNS CLEANING .
CUSTOM CONTRACTORS
CUSTOM GLASS & DOORS INC
CUSTOM GLAZE OF FLORIDA
CUSTOM MARBLE, INC
CUSTOM PLASTERING INC
CUSTOM PLASTERING INC-CENTRAL FLORIDA
CUSTOMER VELOCITY INC
D & L ENTERPRISES OF NORTH EAST FLORIDA
D & S DIVERSIFIED INC
DACOSTA SERVICES INC
DALTON FLOYD FAMILY
DANNY VIA PLUMBING INC-CENTRAL FLORIDA
DARLEYS PLUMBING-NORTH FLORIDA
DAUSON SUPPLY CORP
DAVID SCHEUERMANN
DAVIS ENGINEERING CO INC
DAVY FIRE PROTECTION INC
DEAN CUSTOM AIR

DEBRA A BURNETTE
DEL-AIR ELECTRICAL
DEL-AIR-CENTRAL FLORIDA
DELTA FIRE PROTECTION SYSTEM
DeLuca, Allen F. & Kathleen M.
DENT, ANN
DESIGN A SIGN
DIGISCRIBE INC
DIGITAL TECHNOGRAPHICS
DILBECK DRYALL INC
DILIGENT-CENTRAL FLORIDA
DISCOVERTEC LLC-NORTH FLORIDA
DISTINCTIVE KITCHENS AND BATHS INC
DNU HOLIDAY POOLS
DOOR PRO INC
DORTON AIR CONCEPTS INC-CENTRAL FLORIDA
DOUBLE A EROSION CONTROL CORP
DOYLES MASONRY
DRIRITE - CENTRAL FLORIDA
DRIRITE OF NE FL
DUNCAN-PARNELL CORPORATE
Dupcak, Joe and Guye
DYKE INDUSTRIES INC
DYNAFIRE INC
DZIERZYNSKI, JOHN
E W STEWART LUMBER CO IN
EAST COAST BOBCAT INC.
EASTON INDUSTRIES
ECAMSECURE INC
EDGARDO & LANA TIONGCO
EDMONSON ELECTRIC INC
EDP SUPPLY SOUTH INC.
EISENBERG, BARRY
ELECTRIC CONNECTION
ELECTRO GRAPHIC PRODUCTS INC
ELIANT, INC.
ELITE EXTERIORS LLC-NORTH FLORIDA
ELITE PROTECTION SERVICE
ELITE ROOFING & SUPPLY INC
ELLIS & ASSOCIATES INC- NORTH FLORIDA
ELNER WILSON
ELVIS SERVICE CO., INC.
EMBARQ
EMC SECURITY
ENERGY AIR INC-CENTRAL FLORIDA
ENVIRON INTERNATIONAL CORPORATION
ENVIRONMENTAL RESOURCE
ERIC'S LOCKS INC
ESSENTIAL PROTECTIVE COATINGS
ESTERO BAY FLORIST
Evans, Thomas and Christina
Ewald, Kai John and Jacobsen, Linda B.

EXCEL STAFFING INC
EXTERIORS PLUS-NORTH FLORIDA
FACFIND INC
FAIRWAY OUTDOOR
FALSE ALARM REDUCTION UNIT (LCSO)
FAST
FCC HOLDINGS CORPORATION
FEDERAL COMM. CONT. INC
FEDERAL EXPRESS CORP
FEDEX KINKO'S
FERGUSON ENTERPRISES INC
FERRELL ENTERPRISES
FINANCIAL FEDERAL SVGS
FIRE SPRINKLER SVCS, INC
FIRST COAST RAINGUARD-NORTH FLORIDA
First Impressions Realty
FIRST MULTIPLE LISTING
FISHER, TODD & MARSHA
FITNESS FLOORING INC DBA EXERFLEX
FLAMMER RELATIONS INC
FLGRAPHIX INC
FLORIDA CITY GAS
FLORIDA CURB SPECIALISTS INC
FLORIDA LANDSCAPE-CENTRAL FLORIDA
FLORIDA LIFTS
FLORIDA POWER AND LIGHT CO
FLORIDA SILT FENCING INC
FOCAL POINT LLC
FOGLEMAN BUILDERS SUPPLY-NORTH FLORIDA
FOUR SEASONS GAS-CENTRAL FLORIDA
FOX MARKETING INC
FRANKLIN, HART AND REID
Frates, Kenneth S. & Linda D.
G & R ROOFING LLC
G W ACRYLIC DECK
GALE INSULATION-CENTRAL FLORIDA
GALLATIN PUBLIC UTILITIE
GALUPPO, RONALD S
GAMETIME
GARAGE DOOR SALES
GARY RODGERS PLUMBING CO
GASKINS SURVEYING CO INC
GATOR DOOR & SUPPLY CO INC
GE CAPITAL MODULAR SPACE
GENERAL ELECTRIC CO
GENERAL ELECTRIC CO-ATLANTA
GENERAL ELECTRIC CO-CENTRAL FLORIDA
GENERAL ELECTRIC CO-NORTH FLORIDA
GEOMETRICS INC
GEORGE LYON
GEORGIA FLOORS, INC.
GEORGIA MLS

GEORGIA NATURAL GAS
GEORGIA POWER COMPANY
GERTRUDE E ALCHOKHACHI
GFA INTERNATIONAL
GHB CONTRACTORS, INC.
GIFTBUSTERS, INC.
GIRL SCOUTS OF BROWARD COUNTY
GLOBAL CROSSING TELECOMMUNICATIONS INC
GLOBAL HOME CONSTRUCTION
GLORIA HARMON & ASSOCIATES INC
Go, Jason
GOLDEN TRIANGLE DBA
Goldman, Robert and Sue Ann
GOODWIN BROS. CONSTRUCT-
GRAHAM'S LIGHTING INC
GRAND STRAND NEW HOME
GRAND STRAND PERSONNEL
GRAND STRAND WATER & SEWER AUTHORITY
GRAVES FIREPLACES INC
GRAVES OVERHEAD DOORS
GREATER SOUTHERN HOME RECREATION
GREENCARE LANDSCAPE SERVICES INC
GREENE'S BLUEPRINTING
GREENSCAPES OF SW FLORIDA INC
GREYSTONE POWER CORPORATION
GRIMES GOEBEL HAWKINS
GS2 ENGINEERING & ENVIRONMENTAL
GULF WESTERN ROOFING
Gutierrez, William A. and Betty Robbye
GUTTER KING, INC.
GUTTERSMITH INC, THE
H & H OF JACKSONVILLE
H2COOL
H2O PROOF LLC
HALL ELECTRIC INC
HAMPTON INN & SUITES
HARBIN LUMBER COMPANY INC DBA LOADSTAR
HARTSHORN CUSTOM-CENTRAL FLORIDA
HASTING GARAGE DOOR-CENTRAL FLORIDA
HAYSLIP LANDSCAPE
HCONTROL CORPORATION
HD SUPPLY CONST SUPPLY (HARDWARE)
HD SUPPLY CONST SUPPLY (LUMBER)
HD SUPPLY CONSTRUCTION SUPPLY LTD
HD SUPPLY ELECTRICAL FKA HUGHES
HECTOR & MABEL PAINTING & CLEANING SER
Hege, Joseph
HEIDT & ASSOCIATES, INC
Henderson, Brian M. & Margorie L.
HENDERSON, FRANKLIN,
HENRY D ROSENTHAL JR
HERB FERRELL & SONS INC

HERITAGE FIREPLACES, INC
HERITAGE PLUMBING LLC
HERITAGE ROOF TRUSS, INC.
Herr, John & Brenda
HEWITT ENVIRONMENTAL-CENTRAL FLORIDA
HFS ORLANDO INC
HGO DOOR & TRIM INC-CENTRAL FLORIDA
HICO HELIUM AND BALLOONS
HIGH AND LOW ELECTRIC-CENTRAL FLORIDA
Hikmet, Hatice & Neset
HIS CABINETRY INC
HIS CABINETRY INC-CENTRAL FLORIDA
HI-TECH POOLS &
HOGAN CONSTRUCTION, INC
HOLIDAY INN LAKEWOOD RANCH
HOLIDAY INN SELECT-ORLANDO
HOLIDAY POOLS OF WEST FLORIDA INC
HOLLIS STONWORKS INC
HOLLY SIGN CO INC
HOME BUILDER REAL ESTATE SVGES INC/HBRES
HOME BUILDERS ASSOC OF METRO ORLANDO INC
HOME BUILDING PRODUCTS I
HOME DEPOT CREDIT SVCS
HOME TOWN CABLE PLUS
HOMEBUILDER MRKTG SYSTM
HOPPING GREEN & SAMS
HORIZON CASUAL, INC - CFL
HORRY CTY CODE ENFORCEMENT
HORRY ELECTRIC COOPERATIVE INC
HORRY TELEPHONE COOPERATIVE INC
HOUSE WALL GARAGE SYSTEMS-SW FL
HOUSTON STAFFORD ELECTRIC-DNU
HSA GOLDEN
HTC-PLUS / HOME TOWN TELEPHONE
HULETT ENVIRON SERVICES-CENTRAL FLORIDA
HYDRO KLEEN POWERWASHING INC
HYDROSPEC, INC.
HYPHEN SOLUTIONS LTD
IMEC
IMPERIAL OFFICE SYSTEMS INC
IMPIRE CORPORATION
INCOGNITO INC
INFINITEE COMMUNICATIONS
INFINITY STAIRS FINCON-CENTRAL FLORIDA
INTECH PRINTING & DIRECT
INTER TEL LEASING INC
INTERACTIVE SECURITY ELE
INTERIORS GROUP, THE
INTERNATIONAL MARBLE INDUSTRIES INC
INTERNET BROADCASTING SYSTEMS
INTER-TEL NETSOLUTIONS
INTER-TEL TECHNOLOGIES

IRON MOUNTAIN RECORDS
IT LAND ASSOCIATES LLC
J S ELITE FLOORING CO
J SWEENEY HOMES LLC
JACK M OTTO ELECTRIC
JACKSON EMC
JADE HOME DECOR INC-CENTRAL FL
JADE HOME DECOR, INC-SOUTH FL
JAMES EDDIE BLEDSOE
JAMIE RUOCCO-DAURITY
JASPER LUMBER&COMPONENTS
JDS GLASSWORKS INC
JEFFCOAT BLUEPRINTS
Jeffers, Dion T. & Tara M. McCoy-Jeffe
JERRY POWERS
JESSIE ETHRIDGE POOLS INC
JESUS MARIA TREJO-ORTIZ
JETSCAPE LASER SERVICES
JJR CONSTRUCTION CO
JM CARRIGAN CORP
JNJ FOUNDATION SPECIALISTS INC
Jobin, Jean-Pierre and Carole
JOHN A KOONS LOCKSMITHS
JOHN FITZGERALD INC
JOHN R BEACH & ASSOC. INC
JOHNATHAN R JONES
JONES AND HALL VENTURES INC
Jones, Richard C. & Donna R.
JPH SERVICES INC
JTM CONCRETE INC-NORTH FLORIDA
JULIA ANN MCCALL
JUNIPER LANDSCAPING INC
K & L GRADING INC-CENTRAL FLORIDA
K&B DRYWALL & PAINTING-CENTRAL FLORIDA
KABLELINK ELECTRIC LLC-CENTRAL FLORIDA
Kameron Kaviani
KAPPES ELECTRIC CORPORATION
KAPREE TRINITY LLC
KAREN'S PROFESSIONAL
KARST OUTDOOR DISPLAYS
KC FRAMING-CENTRAL FLORIDA
KEEN GRAPHICS, LLC
Kelley, Marcia
KELLY SERVICES INC
Kenton, James H. & Martin, Mary K.
KEVIN C. SCOTT, AIA, FLLC
KEVIN L DIRLAM
KEYBANK
KEYBANK NATIONAL ASSOC.
Kimball, Jerome K. & Barbara T.
KING PAINTING CONTRACTORS
KINNEY KLEANING KORP

KIRKLYN ENTERPRISES INC-NORTH FLORIDA
KIRKSEY CONSTRUCTION
KIRKSEY CONSTRUCTION AKA S&S BOBCAT SVC
KITCHEN WORKS, THE-NORTH FLORIDA
KLEIN ELITE MILLWORK INC
KNIGHT IMAGES INC DBA MOVE MAGAZINE
KOLDROK WATERS & COFFEE
Koolstra, Alan and Susan
Kreider, Robert B and Rosalea B
KURTZMAN CARSON CONSULTANTS
LABOR FINDERS-SAINT AUGUSTINE
LABOR READY SOUTHEAST
LAFONTE SPENCER
LAKE APOPKA NATURAL
LAKE CTY BD OF CTY COMMISSIONERS
LAMAR COMPANIES, THE
LAND DEVELOPMENT & CONSTRUCTION SERVICES
LANE'S PROFESSIONAL PEST ELIMINATION
LANIER CONTRACTING COMPANY
Laux, Michael A.
LAWSON INDUSTRIES INC
LDI REPROPRINTING CTRS
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
LEE COUNTY UTILITIES
LEE WAYNE CORPORATION
LEGRANDE'S PLUMBING
LEONARD F TRIA JR
Leyy, Howard and Susan
LIFESTYLE TRANSITIONS
LIGHTSCAPES OF NORTH
LINDA BRYSON
LINDEMANN BENTZON
Link, Robert and Sharon
Lippman, Sheldon & Ann
Little, James Larkin & Ruby H.
LOGO EXPRESS INC
LORMAN EDUCATION SERVICES
Losby, Julia & Peterson, Douglas
LOWES HOME IMPROVEMENTS
LUMBERMEN'S
M & N CONSTRUCTION-CENTRAL FLORIDA
M SPACE HOLDINGS, LLC
MACTEC ENGINEERING
MAGNO CONSTRUCTION
MAID MY DAY INC
MANATEE CHAMBER OF
MANATEE COUNTY BUILDING DEPARTMENT
MANATEE COUNTY CLERK
MANATEE COUNTY UTILITY
MANCILL INC
MANER BUILDERS SUPPLY CO INC
MAP GUIDE COMPANY, THE

MARKET4SITE, LLC
MARLIN LEASING
MAROTTA ENTERPRISES INC-CENTRAL FLORIDA
MARSH FURNITURE COMPANY
MARTIN MEMORIAL HEALTH SYSTEMS
MARTYS DRYWALL SERVICE INC-CF
MASTERED PAINT & DECO
MATTHEW BROADUS-NORTH FLORIDA
Maya, Gabriel
MAYNARD GRAY GLASS
MAZDA AMERICAN CREDIT
MCCOLLUM'S ALUMINUM
MCGOWAN'S HEATING & A/C-NORTH FLORIDA
MCI
MCI BUSINESS GOLD
MCI COMM SERVICE
MCLEOD LAND SERVICES INC-CENTRAL FLORIDA
McRae, David C. & Patricia W.
MDG ADVERTISING
Meade, Phillip and Priscilla
Melhofer, Ruth H.
MELCO ELECTRIC INC
MELCO ELECTRIC INC-CENTRAL FLORIDA
MEMPHIS CERAMIC TILE INC
MENDEZ BROTHERS CONST
MERSINO DEWATERING, INC.
METALAIRE LOUVER CO
METRO STUDY
MEYERS CONSTRUCTION LLC-CENTRAL FLORIDA
MICROSHIELD ENVIRONMENTAL SERVICES
MID CONTINENT CABINETRY-CENTRAL FLORIDA
MID FLORIDA POOLS &
MID SOUTH POLY TUB
MID STATE TRUSS COMPANY-CENTRAL FLORIDA
MIKE HOGAN TAX COLLECTOR
Milazzo, Christine
MILLENNIUM ELECTRICAL-NORTH FLORIDA
MILLER SELLEN CONNER
Miller, Jack and Varda
Miller, Sr., James A. & Amolia G.
MILLINGTON FLOOR COV INC
MITCHELL & STARK CONST.
MITCHELL AND BERTERA
MITCHELL IVEY TAYLOR
MITECH SYSTEMS INC
MJ LAND DEVELOPMENT INC
MJC INC
MOBILE MINI, INC.
MODEL HOME INTERIORS
MODERN GRANITE & MARBLE
MODSPACE
MODULAR SPACE CORPORATION

MONA LISA
MOORE CONTRACTORS
MPHS LIGHT GAS & WATER
MULCH WORKS INC
MURRELL'S CONSTRUCTION
MW GOLF PROPERTIES LLC
MY FRIENDS PLACE
MYERS COMPANY INC
MYRTLE BEACH AREA CHAMBER OF COMMERCE
NAD SPECIALTY CONTRACTOR
NAPLES DAILY NEWS
NASHVILLE ELECTRIC SERVI
NATIONAL ASSOCIATION OF
NATIONAL FLOOD INSURANCE
NATIONAL SECURITY & TRUST
NCG ARCHITECTS, INC.
NEARING, CHRIS
NEOPOST
Nevins, Joel & Linda
NEW CENTURY SIGNS, INC
NEW HOME REALTY LLC
NEWBANKS, INC RALEIGH
NEWBERG IRRIGATION INC
NEXTEL
NEXTMEDIA OUTDOOR INC
Nguyen, Xuy & Hoa Thi
NORTH GEORGIA BRICK
NORTHWEST EXTERMINATING
NOVA COPY INC
NOVINS, MICHAEL H.
NUCCIO HEATING & AIRCONDITIONING INC-CF
O C TANNER RECOGNITION
OASIS IRRIGATION
OASIS POOLS INC-CENTRAL FLORIDA
OFFICE DEPOT
OFFICE DEPOT A/K/A
OFFICE DEPOT, INC.
OFFICE FURNITURE USA
OFFICE TEAM
OFFICE TECHNOLOGY
OHIO SAVINGS BANK FSB
OMNI ELECTRICAL SRVCS
ONSITE SAFETY SYSTEM-CENTRAL FLORIDA
ORANGE COUNTY UTILITIES
ORLANDO REGIONAL REALTOR ASSOCIATION INC
ORLANDO UTILITIES
OSCEOLA CTY CLERK OF THE COURT
OTIS SPUNKMEYER, INC.
OUTDOOR EXPRESSIONS-CENTRAL FLORIDA
OUTLOOK MASONRY
OVERHEAD DOOR COMPANY OF JACKSONVILLE
OWEN LUMBER & MILLWORK

Owens, Dean and Glenda
P K AUSTIN INC
P&C PRINTING AND COPYING
PACESETTER PERSONNEL SRV
PAINT COVERS INC
PALMER ELECTRIC COMPANY
PALMETTO BRICK COMPANY
PANACHE GIFTS & PROMO
PARADISE STEEL INC
PARK ROW PRINTING
Parsons, Thomas F.
PARTRIDGE PLASTERING INC
PAULA MOSS
PAULDING COUNTY WATER
PAVING STONE CONCEPTS INC
PC CONNECTION
Pennington, John & Lauren
PENNY ESTES
PERMIT EXPEDITERS
Peterson, Samuel and Dorothy M.
PGA COUNTRY CLUB
PGA GOLF PROPERTIES
PHILLIPS AND JORDAN INC-NORTH FL
Piccolo, John & Maria
Picot, Elizabeth & Dan
PIEDMONT GRADING CO. INC
PIEDMONT LANDSCAPE
PIERCE ARCHITECTURAL
PITNEY BOWES GLOBAL FINANCIAL SERVICES
PITNEY BOWES POSTAGE BY
PITNEY BOWES PURCHASE POWER
PIXELCREEK TECHNOLOGIES
Plotkin, Irwin and Harriet
PLYMARTS, INC.
POOL PEOPLE EAST INC, THE
POOL PEOPLE WEST INC, THE
POOLS OF JADE, INC.
POOLS PLUS INC OF MYRTLE BEACH
PORTABLE SANITATION
PRECAST WALL SYSTEMS, INC
PRECISION DRYWALL
PRESTIGE CLEANING OF SW FLORIDA
PRESTIGE LUMBER & SUPPLIES INC
PRIME DRYWALL & PAINTING INC
PRINT SHACK
PRIVATE GARDEN GREENHOUSE SYSTEMS INC
PRO FRAME CONT INC
PROFESSIONAL INSULATORS
PROGRESS ENERGY FLORIDA
PROGRESSIVE LIGHTING INC
PROJECT CONSULTANTS &
PROLINE VECTOR SERVICES

PROMAXIMA MANUFACTURING LTD
PROSIDE EXTERIOR OF JAX-NORTH FLORIDA
PUBLIC STORAGE
QORE, INC A/K/A QORE
QUALITY CONSTRUCTION
QUALITY INSULATION INC
QUALITY SOD OF THE
QUANTUM UNDERGROUND
QUILL CORPORATION
R & R SUPERIOR PLUMBING INC
R & W MAINTENANCE INC-CENTRAL FLORIDA
R W WILKERSON HEATING
RACHEL GARDNER
RAMPART SECURITY SYSTEM-CENTRAL FLORIDA
RANDAL LOWE ENTERPRISES
RANDALL RATHJEN INC-NORTH FLORIDA
RANDSTAD
RAPID BLUEPRINT & SUPPLY
RAYDEO ENTERPRISES INC
RBB-PUBLIC RELATIONS,
REAL FOUNDATIONS
REGAL KITCHENS
REGIONS BANK
RELIABLE ROOFING
RELIABLE ROOFING-CENTRAL FLORIDA
RELIANT BUILDING PRDTS-CENTRAL FLORIDA
RENEW CONSTRUCTION
RENS PLUMBING INC-CENTRAL FLORIDA
REPROGRAPHIC SOLUTIONS INC
REPROGRAPHIC SYSTEMS INC
RESERVES NETWORK,THE
RESIDENTIAL DRYWALL INC
REYNOLDS, SMITH & HILLS,
RICH, ELDON & KATHIE
RICHARD A MILLER-NORTH FLORIDA
RICHARDS LIGHTING CENTER INC
RIDDLE OFFICE PRODUCTS
RIDGESIDE ETHERIDGE ENTERPRISES LLC
RIKMAR CONSTRUCTION-CENTRAL FLORIDA
Ritter, Joseph & Sherry
RITZ CONSTRUCTION CO OF
RIZZO ROOFING LLC-CENTRAL FLORIDA
RJ KIELTY PLUMBING INC-CENTRAL FLORIDA
RJM ELECTRIC
RJM PLUMBING
ROB FLO PORCELAIN REPAIR
Robbins, Terry and Hana
ROBERT DAVIS
ROBERT HALF INTERNATIONAL
ROCHESTER & ASSOCIATES,
RODNEY ROBINSON
ROGER FRY, ARCHITECT

ROGERS TOWNSEND THOMAS
Romano, Pilar M. and Deborah Mae McGury
ROOF TILE SPECIALISTS IN
ROSEANN KOHNERT
ROSSIER, MARILYN
ROSZEL, NORMAN F
ROYAL BATHS MFG CO LTD
ROYAL CONST. GROUP, INC.
ROYAL CONST. GROUP, INC.-CENTRAL FL
ROYAL PALM ALUMINUM, INC
RP CLEANING SERVICE-CENTRAL FLORIDA
RPI MEDIA INC
RT MOORE COMPANY INC-CENTRAL FLORIDA
RUSSELL CORPORATE GROUPS INC
Russo, Albert and Bernice
RUTKOWSKI, RON
SABAL SIGNS, INC.
SAFETY QUIP INC
SAINT JOHN'S COUNTY CLERK OF THE COURTS
SAINT JOHN'S COUNTY UTILITY DEPT
SAINT LUCIE COUNTY
SAINT LUCIE COUNTY CHAMBER OF COMMERCE
SAINT LUCIE FIRE
SAINT LUCIE WEST SERVICE
SALVATORE MASTRELLI
SAMUEL & BRENDA OSUNDE
SANDMAN INC
SANSONE CORP
SANTEE COOPER ELECTRIC
SARASOTA MANATEE JEWISH NEWS
SAWYER GAS JACKSONVILLE
Scott, James R. & Diane E.
SCREENCO NORTH, INC.
SCRIPPS TREAS COAST NEWSPAPER
SEASONS @TRADITIONS RESIDENTS ASSOCIATIO
SEASONS AT PRINCE CREEK WEST COMMUNITY
SEAVIN INC DBA LAKERIDGE WINERY
SECURITY SELF STORAGE
SECURITY VISION OF MYRTLE BEACH
SEMINOLE CANS INC
SEMINOLE MASONRY, INC.
SENICA AIR CONDITIONING
SENIOR OUTLOOK
SENTRY MANAGEMENT, INC.
SERVICEMASTER OF SW SEMINOLE
SERVPRO OF BRADENTON/
SERVPRO OF JACKSONVILLE SOUTH
SERVPRO OF ST LUCIE COUNTY
Shapiro, Arline & Schwartz, Sondra
SHEFFIELD OFFICE PRODUCT
SHELBY COUNTY
SHELBY COUNTY REGISTER

SHELBY COUNTY TRUSTEE
SHEPPARD ELECTRIC-CENTRAL FLORIDA
SHERRY BYRD dba
SHERWIN-WILLIAMS COMPANY, THE
SHUHAM & SHUHAM P.A.
SHUNTAY STEWART
SIGN STUDIO & GRAPHICS
SIGN WAY INC
SIGNATURE CLOSETS INC
SIGNATURE CONTRACTORS INC
SIGNS NOW
SIMONIK TRANSPORTATION & WAREHOUSEING LL
SITE FX, INC.
SJ MATRANGOS CONSTRUCTION
SKY GENERAL CONTRACTING
SLB CONSTRUCTION
SLP CONTRACTORS, INC.
SMALLWOOD SIGN CO., INC.
SMITH METAL & DRYWALL-CENTRAL FLORIDA
Smith, Fredrick R. & Anne G.
SMITH, GAMBRELL & RUSSELL
SMITH-MANUS SURETY BONDS
SOLID SURFACE SPECIALTIES
SOLIDTOP SPECIALISTS INC
SOTO, FELICIA & LUIS
SOUTH FLORIDA COURIER
SOUTHEAST FIRE PROTECTION LLC
SOUTHEASTERN PRESENTNS
SOUTHERN BUILDING PRODUCTS
SOUTHERN CURB, INC
SOUTHERN DISPLAYS LLLP
SOUTHERN FASTENING MPS
SOUTHERN LIVING
SOUTHERN SECURITY & COMM
SOUTHERN STYLE CONSTRUC-CENTRAL FLORIDA
SOUTHERN TRADE
SOUTHERN TURF
SOUTHTRUST BANK
SOUTHWEST FLORIDA SWEEPERS INC
SPEEDY COURIER
SPIVEY BUILDERS LLC
SPRAGGINS BUILDER SERVICES-CF
SPRINT
STAINBUSTERS CARPET
STANDARD COFFEE SERVICE
STAPLES CREDIT PLAN
STARR GASKINS
Starr, Edith S.
STATE OF FL COMMISSIONS ON HUMAN RELATIO
STATON HEATING & AIR
STEVEN STRATTON INC
STEVENS, DENISE

STOCK BUILDING SUPPLY-CENTRAL FLORIDA
STOCKTON TENNIS, INC.
STONE FUZION, INC
STONE PRODUCTS LLC-CENTRAL FLORIDA
Stovall, Norma and Compton, Joyce
STRACK, INC.
STRAIGHT UP FENCE
STRATEGIC INSULATION
STRUCTURED DRYWALL INC
SUN NEWS
SUN STATE LANDSCAPING-CENTRAL FLORIDA
SUNBELT RENTALS INC
SUNRISE BUILDERS SUPPLY
SUNSET DRYWALL-CENTRAL FLORIDA
SUN-TECH WINDOWS INC-CENTRAL FLORIDA
SUPERIOR FENCE & RAIL-CENTRAL FLORIDA
SUPERIOR POOLS, SPAS & WATERFALLS INC
SURFACE SPECIALISTS OF JACKSONVILLE INC
SURFACE SPECIALISTS OF MYRTLE BEACH
SUTHERLAND ASBILL & BRENNAN LLP
SUTTON CONTRACTING SOLUTIONS INC-CF
SWELL CONSTRUCTION CO.
T & M PORTABLE RESTROOMS INC
T&T MASONRY
TAILORED FOAM OF FL-CENTRAL FLORIDA
TAILORED FOAM OF FL-SOUTH FLORIDA
TAURUS PAINTING INC
Taylor, Jim & DiFazio, Carol
TECO PEOPLES GAS
TEEL APPRAISALS AND ADVISORY INC
TELETOUCH
THE NEWS-PRESS
THE RIGHT DIRECTION SIGN
THOMAS & HUTTON
THOMAS J TWOMEY, P.E.
Thompson, William
THRIFTY BUILDING SUPPLY
TILE & MARBLE BY VALENTIN INC
TIMO BROTHERS INC
TIPPINS CONTRACTING CO INC
TN DEPT OF REVENUE
Toiles, Harry & Ranieri, Martha
TOM BELL LEASING INC
TOM MILLER GRADING, INC.
TOMMY & CAROLYN JONES
TONECHIA & ERIC HOWARD
Tooke, Michael S. & Francine S.
TOP SOUTH, INC.
TOPS UNLIMITED LLC
TOSHIBA AMERICA INFO SYS
TOSHIBA BUSINESS SOLUTIONS GA
TOTAL BRICK PAVERS INC

TOWN HALL AMENITIES CENTER ASSOC INC
TRAVIS PRUITT & ASSOCIATES INC
TREASURE COAST MATS
TREBOR INDUSTRIES, INC
TRIANGLE REPROGRAPHICS
TRICITY INSULATION-NORTH FLORIDA
TRI-COUNTY BLUE PRINT
TRIMCRAFT
TRIM-PAK
TROPIC FLOORS
TROUBLE SHOOTERS CLEANING SERVICE
TROUT, JAMES & JUDY
TUB GUYS INC, THE
TURFMASTERS LAWN SERVICES INC
UNIFIRST CORPORATION
UNIQUE SPECIAL SERVICES-NORTH FLORIDA
UNITED INTERIORS
UNITED PARCEL SERVICE
UNIVERSAL ENG SCIENCES-CENTRAL FLORIDA
UNIVERSAL FOREST PRODUCT
U-STORE-IT LP
V&V CONST SERVICES INC-CENTRAL FLORIDA
VALLEYCREST LANDSCAPE
Van den Broeck, Peter and Van den Bergh
VANASSE HANGEN BRUSTLIN
VARIAN ASSOCIATES, PA
VERGASON SOJOURNER & MCWATERS INC
VERIZON FLORIDA INC.
VERIZON WIRELESS
VICTORY RECYCLING
VINCENT PRINTING CO
VISUAL THUNDER INC
VOLUNTEER PRODUCTS INC
WACCAMAW LANDSCAPING & CONSTRUCTION
WACHOVIA BANK
WACHOVIA BANK, N.A.
WANHA NEW CONSTRUCTION SERVICES
WASTE CONNECTIONS OF TN
WASTE INDUSTRIES-NORTH FLORIDA
WASTE PRO OF FL-CENTRAL FLORIDA
WASTE PRO-FORT PIERCE
WATKINS QUALITY ROOFING
WAYNE WILES FLOOR COVERING
WCA WASTE CORPORATION-CENTRAL FLORIDA
WEBCONCEPTS INC
WELCH TENNIS COURTS, INC
WEST COBB BUILDING
WEST ORANGE NURSERIES
WHISTLE CLEAN INC
WHITE HOUSE UTILITY
White, Karen & Dean
WHO'S CALLING

WILKINS ELECTRIC CO INC
WILLIAM R WHITE ARCHITECT
WILLIAM T YARBROUGH JR
WILLIAMS SCOTSMAN, INC.
Williams, Donald and Marion
WILSON INSULATION GROUP
WINDSTREAM
Witt, Daniel C. & Janice L.
Wittes, Alan & Faye
WOMACK EXTERMINATORS
WOODMAN GUTTERS
WOODMAN INSULATION
WOODSMAN KITCHEN-NORTH FLORIDA
WOODSON & BOZEMAN INC
XEROX CORPORATION
Youngelman, Herbert and Rochelle
YOUR GIFTED BASKETS INC
YULETIDE OFFICE SUPPLY
ZEE MEDICAL, INC
ZENO OFFICE SOLUTIONS
ZEPHYRHILLS
ZNS ENGINEERING LC

EXHIBIT 3
The Debtors' Cash Management Systems

Cash Management System



- Levitt and Sons at Tradition, LLC
5488119819
- Levitt and Sons of Hawks Haven, LLC
5488119849
- Levitt and Sons of Lee County, LLC
5488119835
- Levitt and Sons of Lake County, LLC
5488119822
- Levitt and Sons of Hernando County, LLC
5488119851
- Levitt and Sons of Seminole County, LLC
5488119880
- Levitt and Sons of Osceola County, LLC
5488119893
- Levitt and Sons of Orange County, LLC
5488119916
- Levitt and Sons at WGV, LLC
5488119932
- Levitt and Sons of Henry County, LLC
5488119958
- Levitt and Sons of Flagler County, LLC
5488119961
- Levitt and Sons of Cherokee County, LLC
5507480665
- Levitt and Sons of Hall County, LLC
5488119770
- Levitt and Sons of Paulding County, LLC
5488119783
- Levitt and Sons Realty South Carolina, LLC
898005970936
- Levitt and Sons, LLC
5505521047

16 Bank of America Customer Deposit Accounts Swept Daily

- Levitt and Sons, LLC
City National Bank Of Florida Escrow
1953 86 8168
- Levitt and Sons of South Carolina, LLC
City National Bank Of South Carolina Escrow
1953 86 8142
- Levitt and Sons of Georgia, LLC
City National Bank Of Georgia Escrow
1953 86 8155
- Levitt and Sons of Tennessee, LLC
City National Bank Of TN Escrow
1953 86 8139
- Broad and Cassel Bank Atlantic Escrow
306729881
- Bank of America UFC Title Depository
1611899230
- Bank of America South Carolina Escrow
779633724
- UFC Title Escrow Bank of America
1611642691

Levitt Homes, LLC
Bank of America Master Funding
1611601881

Levitt and Sons, LLC
Wachovia Investment Account
200707054755

- Levitt and Sons, LLC
Bank of America Payroll
1611601873
- Levitt and Sons of South Carolina, LLC
Bank of America South Carolina Payroll
782638237
- Levitt and Sons of GA, LLC
B of A GA Payroll
3262655220

- Levitt Homes, LLC
Bank of America Controlled Disbursement
5486008922
- Levitt Construction Corp-East, LLC
Bank of America Controlled Disbursement
5486008935
- Levitt and Sons, LLC
City National Bank Cash Account
1953868087

- Levitt and Sons, LLC
Regions Bank BFB Conduit
8021124935
- Levitt Construction East, LLC
Bank of America Checking-GC License
5481580092
- Levitt Construction SC, LLC
Bank of America Checking-GC License
5507486517

Periodic funding to Tennessee operations (Next Page)

Cash Management System Tennessee Operations

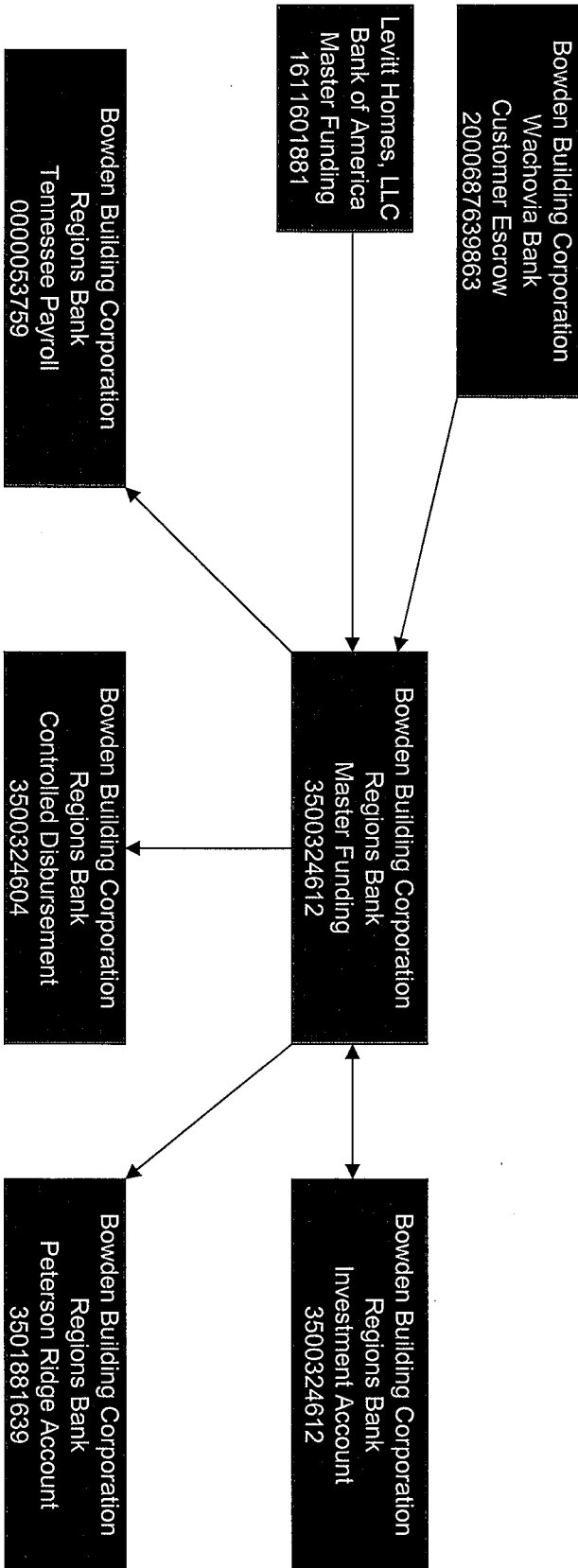


EXHIBIT 4
Liquidation Analysis

EXHIBIT 4
Tennessee Consolidated Debtor Chapter 7 & Chapter 11 Recovery Analysis
Claims Payout Comparison - Summary (\$000s)
 As of October 23rd, 2008

Tennessee Consolidated Debtor Chapter 7 Recovery *			
High Case Recovery	< Delta >	Low Case Recovery	
Distributable Value			
Cash Balance	2,833	-	2,833 ¹
City National Tennessee Escrow	19	-	19 ¹
Woodbridge "Release Fund"	-	-	-
Carve out for General Unsecured Creditors	250	-	250
Proceeds Home Sales Unencumbered	-	-	-
Total Distributable Value	3,102	-	3,102
Administrative Claims			
G&A to Wind-Down	-	-	-
Chapter 7 Trustee Fee	116	-	116 ³
Professional Fees	171	-	171 ⁴
Professional Fees - Post Conversion	250	100	350
Total Administrative Claims	538	100	638
Distributable Proceeds			
	2,564	(100)	2,464

Tennessee Consolidated Debtor Chapter 11 Recovery			
High Case Recovery	< Delta >	Low Case Recovery	
Distributable Value			
Cash Balance	2,833	-	2,833 ¹
City National Tennessee Escrow	19	-	19 ¹
Woodbridge "Release Fund"	202	(202)	-
Carve out for General Unsecured Creditors	250	-	250
Proceeds Home Sales Unencumbered	-	-	-
Total Distributable Value	3,304	(202)	3,102
Administrative Claims			
G&A to Wind-Down	-	-	-
Plan Administrator Fee	122	(6)	116 ³
Professional Fees	171	-	171 ⁴
Professional Fees - Post Confirmation	100	100	200
Total Administrative Claims	394	94	488
Distributable Proceeds			
	2,910	(296)	2,614

Total Secured Claims	-	-	-	-
Recovery to Secured Vendors	100.00%	100.00%	100.00%	100.00%
Proceeds to Secured Vendors	-	-	-	-
Total Priority Unsecured Claims	135	381	135	381
Recovery to Priority Unsecured Vendors	100.00%	100.00%	100.00%	100.00%
Proceeds to Priority Unsecured Vendors	135	381	135	381
Cash Available for General Unsecured Creditors	2,429	2,083	2,775	2,233
Debt - Regions Deficiency	2,839	2,839	2,839	2,839
Remaining General Unsecured Claims	2,191	2,982	2,191	2,982
General Unsecured Creditors				
Total General Unsecured Claims	5,030	5,821	5,030	5,821
LAS Claim	15,804	15,804	-	-
Recovery to General Unsecured Creditors	11.66%	9.63%	55.17%	38.37%
Proceeds to General Unsecured Creditors	2,429	2,083	2,775	2,233

General Notes

¹ Analysis is exclusive of recoveries related to litigation claims, preference claims or other causes of action.

² Claims values are the Debtors' best estimates, do not represent the Debtors' litigation position and should not be taken as an acknowledgement, admission, or agreement with respect to any claim amount.

³ This analysis assumes that the estates will be substantively consolidated as provided in the plan. In the event the estates are not substantively consolidated, the amount of post-conversion professional fees will likely be substantially higher than reflected herein due to, among other things, the possibility of multiple trustees and professionals engaged by those trustees.

Notes

¹ Tennessee cash balance and escrow balance (net of customer deposit claims) are as of 10/23/2008.

² Administrative Expenses are based on forecasts related to non-houseline expenses.

³ Chapter 7 Trustee and Plan Administrator fees are based on section 326 of the Code.

⁴ Balances represent all professional fees forecasted through 1/31/2009 and may be subject to change.

⁵ Allowed Secured Claims have been satisfied per prior Order of the Court.

⁶ Per LAS books and records

⁷ Assumes all creditors participate in the Release Fund in the High Case and no creditors participate in the Release Fund in the Low Case. The Release Fund value is based on a percentage derived from total unsecured claims for each estate. □

EXHIBIT 4
LAS Consolidated Debtor Chapter 7 & Chapter 11 Recovery Analysis
Claims Payout Comparison - Summary (\$000s)
 As of October 23rd, 2008

LAS Consolidated Debtor Chapter 7 Recovery *		
High Case Recovery	< Delta >	Low Case Recovery
Distributable Value		
Cash and cash equivalents (Excluding the Admin Cap Claim)	503	503 ¹
Woodbridge Settlement Payment	-	8,000
Woodbridge "Release Fund"	-	-
City National LAS Escrow	172	172 ²
Wachovia "Guaranteed Amount"/Admin. Cap	4,000	4,000 ^{3,10}
Proceeds from TN Intercompany Claim	1,842	1,523 ¹¹
Miscellaneous Assets	10	10 ²
Hartwood NRV Total	900	585 ⁷
Total Distributable Value	7,427	6,793
Administrative Claims		
Post Petition G&A	41	41 ⁷
Estimated Woodbridge Admin Claim	1,400	2,050 ¹²
Chapter 7 Trustee Fee	246	227 ⁴
Professional Fees - Chapter 11	2,448	2,448 ⁷
Professional Fees - Post Conversion	1,000	2,000
Total Administrative Claims	5,135	6,766
Distributable Proceeds	2,292	26

LAS Consolidated Debtor Chapter 11 Recovery		
High Case Recovery	< Delta >	Low Case Recovery
Distributable Value		
Cash and cash equivalents (Excluding the Admin Cap Claim)	503	503 ¹
Woodbridge Settlement Payment	8,000	8,000
Woodbridge "Release Fund"	4,298	- ¹¹
City National LAS Escrow	172	172 ²
Wachovia "Guaranteed Amount"/Admin. Cap	4,000	4,000 ^{3,10}
Proceeds from TN Intercompany Claim	-	-
Miscellaneous Assets	10	10 ²
Hartwood NRV Total	1,000	650 ⁷
Total Distributable Value	17,983	13,335
Administrative Claims		
Post Petition G&A	41	41 ⁷
Estimated Woodbridge Admin Claim	-	-
Plan Administrator Fee	563	423 ⁴
Professional Fees	2,448	2,448 ⁷
Professional Fees - Post Confirmation	500	750
Total Administrative Claims	3,552	3,663
Distributable Proceeds	14,431	9,672

Total Secured Claims	-	-	Total Secured Claims	-	-
Recovery to Secured Creditors	100.00%	100.00%	Recovery to Secured Creditors	100.00%	100.00%
Proceeds to Secured Creditors	-	-	Proceeds to Secured Creditors	-	-
Total Priority Unsecured Claims	1,519	1,691	Total Priority Unsecured Claims	1,519	1,691
Recovery to Priority Unsecured Creditors	100.00%	1.56%	Recovery to Priority Unsecured Creditors	100.00%	100.00%
Proceeds to Priority Unsecured Creditors	1,519	26	Proceeds to Priority Unsecured Creditors	1,519	1,691
Cash Available for General Unsecured Creditors	773	-	Cash Available for General Unsecured Creditors	12,912	7,982
Total General Unsecured Claims	192,419	419,611 ¹²	Total General Unsecured Claims	106,919	334,111
Cash Available for General Unsecured Creditors (Excludes Wachovia "Guaranteed Amount"/Admin Cap)	-	-	Cash Available for General Unsecured Creditors (Excludes Wachovia "Guaranteed Amount"/Admin Cap)	11,412	6,482
Wachovia Unsecured Claim Recovery			Wachovia Unsecured Claim Recovery		
Total Wachovia General Unsecured Deficiency Claim	58,000	58,000 ⁷	Total Wachovia General Unsecured Deficiency Claim	58,000	58,000
Recovery to Wachovia General Unsecured Deficiency Claim	0.00%	0.00%	Recovery to Wachovia General Unsecured Deficiency Claim	10.67%	1.94%
Proceeds to Wachovia General Unsecured Deficiency Claim	-	-	Proceeds to Wachovia General Unsecured Deficiency Claim	6,190	1,125 ⁷
Total Distributable Value for Non-Wachovia Creditors	773	-	Total Distributable Value for Non-Wachovia Creditors	6,721	6,857
Deposit Holders' Fund Transfer to LAS Available Cash (High Case Assumes NO Deposit Holders Opt Out and Low Case Assumes All Deposit Holders Opt Out)	NA	NA	Deposit Holders' Fund Transfer to LAS Available Cash (High Case Assumes NO Deposit Holders Opt Out and Low Case Assumes All Deposit Holders Opt Out)	-	750
Total Distributable Value for Non-Wachovia Creditors Including Fund Transfer	773	-	Total Distributable Value for Non-Wachovia Creditors Including Fund Transfer	6,721	7,607
Non-Wachovia Creditors			Non-Wachovia Creditors		
Total Non-Wachovia General Unsecured Claims	134,419	361,611	Total Non-Wachovia General Unsecured Claims	48,919	276,111
Recovery to Non-Wachovia General Unsecured Creditors	0.57%	0.00%	Recovery to Non-Wachovia General Unsecured Creditors	13.74%	2.75%
Proceeds to Non-Wachovia General Unsecured Creditors	773	-	Proceeds to Non-Wachovia General Unsecured Creditors	6,721	7,607
Additional Value for Deposit Holders	NA	NA	Additional Value for Deposit Holders	750	-
Total Recovery to Deposit Holders' General Unsecured Creditors (High Case Assumes NO Deposit Holders Opt Out and Low Case Assumes All Deposit Holders Opt Out)			Total Recovery to Deposit Holders' General Unsecured Creditors (High Case Assumes NO Deposit Holders Opt Out and Low Case Assumes All Deposit Holders Opt Out)		
Total Deposit Holder General Unsecured Creditors	NA	NA	Total Deposit Holder General Unsecured Creditors	7,946	9,866
Recovery to Deposit Holders General Unsecured Creditors	NA	NA	Recovery to Deposit Holders General Unsecured Creditors	23.18%	2.75%
Total Proceeds to Deposit Holders General Unsecured Creditors	NA	NA	Total Proceeds to Deposit Holders General Unsecured Creditors	1,842	272

General Notes

- Analysis is exclusive of recoveries related to litigation claims, preference claims or other causes of action.
 Claims values are the Debtors' best estimates, do not represent the Debtors' litigation position and should not be taken as an acknowledgement, admission, or agreement with respect to any claim amount.
 * This analysis assumes that the estates will be substantively consolidated as provided in the plan. In the event the estates are not substantively consolidated, the amount of post-conversion professional fees will likely be substantially higher than reflected herein due to, among other things, the possibility of multiple trustees and professionals engaged by those trustees.

Notes

- ¹ Levitt & Sons cash balance and escrow balance (excluding utility deposit escrow) are as of 10/23/2008.
² Miscellaneous assets include computer equipment and office supplies.
³ Balance represents estimated proceeds based on current offer on Hartwood assets net of Hilco fees/closing costs. The Chapter 7 Recovery Analysis reflects a 10% discount of the Chapter 11 Recovery Analysis.
⁴ Per the Wachovia DIP loan agreement.
⁵ Balances represent Post Petition G&A forecasts and US Trustee fees through 12/5/2008.
⁶ Chapter 7 Trustee and Plan Administrator fees are based on section 326 of the Code.
⁷ Balances represent all professional fees forecasted through 1/31/2009 and may be subject to change.
⁸ Amounts based on information provided by Wachovia's counsel.
⁹ The \$4MM Guaranteed Amount and Admin. Cap stated in the term sheet will not be used to pay Wachovia's deficiency, if any. To the extent there are other recoveries related to litigation claims, preference claims or other causes of action, then Wachovia would be entitled to share in such recoveries in respect of its deficiency claim.
¹⁰ This distribution is earmarked for the holders of unsecured claims based on the Wachovia term sheet. In a Chapter 7 liquidation, the Wachovia Guaranteed Amount is not due and payable to the estates until the collateral has been monetized in accordance with the term sheet. Under the plan, Wachovia is required to fund the Guaranteed Amount at confirmation.
¹¹ Assumes all creditors participate in the Release Fund in the High Case and no creditors participate in the Release Fund in the Low Case. The Release Fund value is based on a percentage derived from total unsecured claims for each estate. □
 However, the decision to accept the additional distribution value does not require all creditors to participate in the Release Fund.
¹² Assumes the Woodbridge claims (estimated at \$1.4MM - \$2.03MM administrative and \$85.5MM general unsecured) would be asserted against the LAS estate in a Chapter 7 scenario.
¹³ Per LAS books and records

EXHIBIT 4**Disco Liquidation Summary (\$000s)****As of October 23rd, 2008**

	High Case Recovery	Low Case Recovery	Disco Page
Multi-debtor claims			
LAS	\$ 981,910,976	\$ 981,910,976	13
TN	\$ 115,605,560	\$ 115,605,560	14
Cash			
LAS	\$ 503,315	\$ 503,315	
TN	\$ 2,833,047	\$ 2,833,047	
Total	\$ 3,336,362	\$ 3,336,362	
Total Claims			
LAS	\$ 108,438,261	\$ 335,801,567	50
TN	\$ 5,165,229	\$ 6,201,702	50
Total Recovery			
LAS			
Secured	100.00%	100.00%	
Administrative	100.00%	100.00%	
Priority Unsecured	100.00%	100.00%	
Unsecured	13.74%	2.75%	50, 58
TN			
Secured	100.00%	100.00%	
Administrative	100.00%	100.00%	
Priority Unsecured	100.00%	100.00%	
Unsecured	55.17%	38.37%	50, 63
DHC			
Secured	100.00%	100.00%	
Administrative	100.00%	100.00%	
Priority Unsecured	100.00%	100.00%	
Unsecured	23.18%	2.75%	50, 61
Total Priority Claims			
LAS	\$ 1,519,154	\$ 1,690,645	54
TN	\$ 135,230	\$ 380,517	61
Total Unsecured Claims			
LAS	\$ 106,919,107	\$ 334,110,922	58
TN	\$ 5,030,000	\$ 5,821,185	63
Total Depositor Claims			
LAS	\$ 7,945,985	\$ 9,865,578	60
Intercompany Claim			
	\$ 15,803,500		
Cash			
	\$ 3,336,362		

EXHIBIT 5
Curriculum Vitae of James S. Feltman – Plan Administrator



JAMES S. FELTMAN, CFE, CPA
Senior Managing Director
Mesirow Financial Consulting, LLC



One Biscayne Tower
Suite 1800
Miami, FL 33131

direct 305-416-3344
fax 305-349-2025
jfeltman@mesirofinancial.com

Education

Cornell University, M.P.S.
University of Wisconsin Madison, B.A.

Professional Profile

Mr. Feltman is a Senior Managing Director at Mesirow Financial Consulting, LLC. Mr. Feltman was a partner with Arthur Andersen LLP and KPMG LLP prior to joining Mesirow Financial Consulting, LLC. He brings to this firm approximately 25 years of extensive corporate recovery and litigation experience, including engagements involving business turnarounds, debt restructuring, bankruptcy and reorganization, misappropriation of funds, lender liability, securities fraud and breach of contract. Mr. Feltman has extensive industry experience within retail, manufacturing, real estate, aviation, healthcare, and financial services. He has provided expert witness testimony on a variety of issues, including solvency, valuation, lost profits and fraud.

Selected Relevant Experience/ Engagements

Since the 1980's, Mr. Feltman has been the Trustee or forensic advisor in unwinding and recovering assets within the U.S. and around the world. These cases include in re: Henry Gherman, College Bound, Cascade, 25 Travel Inc., Angel Food, CGF Electrical, Paramount Payphones International, Phoenix Continental, Worldwide Web Systems, as well as numerous confidential matters. In his Ponzi and fraud case relationships, Mr. Feltman has successfully worked with various Federal and State investigative agencies to maximize creditor recoveries. Other prominent assignments are described below:

Certified HR Services, Inc.: As a Chapter 11 Trustee in a matter currently pending in the Southern District of Florida, Mr. Feltman and his firm are investigating and pursuing recoveries and causes of action against numerous parties of Certified HR Services, Inc., a publicly traded entity. Litigation is currently pending against a number of individuals and entities, and a number of US governmental agencies are presently investigating the activities of this group of companies. Mr. Feltman has testified extensively in this matter concerning asset tracing and financial related issues, and is now serving as the liquidating trustee post confirmation.

Friedman's Inc.: Acting as forensic accountant to the unsecured creditors' committee of Friedman's, the third largest retail jeweler in the U.S. and a publicly traded company. Services performed include tracking and tracing tens of millions of cash between related entities including captive offshore insurance company and investigating various causes of actions, investigating alleged accounting and financial statement reporting issues, evaluating exit strategies and alternatives, and enterprise valuations. Various Federal investigations are underway.

Kmart Corporation: Acted as financial advisors to the unsecured creditors' committee of Kmart Corporation, the nation's third largest general merchandise retailer. Mr. Feltman provided the lead investigative and forensic role in the Stewardship Investigation, working with multiple creditor constituencies, the Debtor in Possession and its legal and financial advisors. The Stewardship Investigation has focused on analyzing and evaluating complex commercial claims and assertions of alleged improprieties, potential causes of action against certain current and former officers, directors and third parties. The subject matter of the Stewardship Investigation is part of various US governmental agency investigations.

Integrated Health Services: Acted as financial advisor to the Official Committee of Unsecured Creditors in the Chapter 11 bankruptcy and related restructuring of a provider of post-acute and related specialty

healthcare services and products through over 1,450 service locations in 47 states and the District of Columbia. Services of Mr. Feltman included analysis, investigation and testimony concerning acts and omissions of former officers and directors. Mr. Feltman also assisted counsel for the Committee in the development of director and officer litigation, currently being litigated in Delaware. Mr. Feltman also assisted in the investigation of claims associated with various merger and acquisition transactions by former management.

American Financial Group Inc.: Acted as financial advisor and expert witness to the SEC Receiver in the Chapter 11 Bankruptcy/SEC Receivership of a group of investment and advisory providers in a major Ponzi scheme, Mr. Feltman has led the forensic investigation, litigation support and provided expert testimony for actions against the companies former officers and certain third parties. Allegations include securities fraud, misrepresentation of valuations, alleged hedging and trading in restricted securities, torts and other claims which are currently under investigation. Mr. Feltman tracked and traced hundreds of millions of dollars in Ponzi scheme funds throughout the western hemisphere.

Trustee/Fiduciary: Acted as a Chapter 11 Trustee, Examiner, Panel Trustee and in a variety of other Federal and State Court appointments over the last fifteen years. Mr. Feltman has investigated, settled or prosecuted literally hundreds of claims including bankruptcy avoidance matters, Director and Officer claims, breach of contract and a variety of breach of duty claims and fraud schemes of every variety.

**Other
Relevant
Experience**

<u>Case Style</u>	<u>Role</u>	<u>Nature of Testimony</u>
Empresa de Transporte Aero del Peru, S.A., Debtor	Trustee	International investigation into claims against former partners and insiders, transfer of funds, money laundering for the national flag airline of Peru.
American Way Service Corp., Debtor	Expert witness re: financial matters trustee/insurance Co. related	Unwind national group of related insurance companies; provided testimony in criminal proceedings on behalf of US Attorney's office.
Banco BFA, n/k/a Banco Cuscatlan de Costa Rica, SA v. Manuel Haito, Estefano Isaias	Expert witness / forensics	Investigated and provided expert testimony on international fraud scheme and money laundering operation in Central America.
Banco Latino	Financial advisor	Assisted government of Venezuela in connection with seizure of and preliminary takeover of Banco Latino SA, unwinding systematic fraud in loan portfolios.
Carrington Financial Corporation	Investigative; CFTC Receiver	Forensic analysis of fraudulent sales of futures trading including heating oil and other commodities; securities fraud, traced tens of millions in cumulative Ponzi scheme.
Central Bank of Ecuador Banco Continental v. Ortega, et al.	Experts for Plaintiff regarding fraudulent transfer and insolvency	Investigated and provided expert testimony on bank looting scheme, foreign trust and securities transactions in various Caribbean countries.
Fogade et al. v. Bancor	Forensic / expert witness	Forensic and expert witness roles for alleged bank looting activities, Latin America and Caribbean entities.

Fogade <i>et al.</i> v. Union Planters Corp., <i>et al.</i>	Forensic / expert witness	Forensic and expert witness roles for alleged bank looting activities, Latin America and Caribbean entities.
Sopwith Holdings, <i>et al.</i> , v. Banque Indosuez, <i>et al.</i>	Expert for Plaintiff – securities / business damages / forensics	Forensic and expert witness involving the analysis of billions of dollars in foreign currency trades hedges and swap transactions in the U.S. and South America.
General Trading, Inc. v. Yale Materials Handling Corp.	Federal Receiver – sale of real estate – fraudulent transfer	Recovery of assets in the U.S. and Caribbean as a U.S. District Court receiver.

**Selected
Speaking
Engagements**

VALCON – January 2008
Restructuring Options for Homebuilders - What's Different This Time?
 American Bankruptcy Institute – December 2007
Current Topics for Creditor Committees
 National Conference of Bankruptcy Judges – October 2007
Where Will Bankruptcy Work Come From in 2008?
 American Bankruptcy Institute – July 2007
Effective Pre-Bankruptcy Negotiating and Packaging
 American Bankruptcy Institute – July 2007
Drivers Impacting Credit and Capital Marketplace
 Association of Commercial Finance Attorneys – June 2007
Asset Based Lending
 American Bankruptcy Institute - Annual Spring Meeting, April 2007
Pensions and Benefits in Bankruptcy
 American Bankruptcy Institute – Caribbean Insolvency Symposium, February 2007
Liquidating Cross-Border Assets and Recovering Cross-Border Claims
 National Association of Credit Management, January 2007
Deepening Insolvency
 13th Annual Aircraft Financing Forum, October 2006
The Bankruptcy & Restructuring Process: Current Airline and Creditor Issues
 American Bankruptcy Institute, September 2006
London International Insolvency Symposium – Aviation Panel
 National Association of Credit Management, January 2006
2006 Outlook and Current Topics (regarding distressed retailers)
 American Bankruptcy Institute, December 2005
Solemn Promise or Past Sin? Implications of Pension Terminations
 The Distressed Debt Summit, October 2005
Examining the Airline Industry: Where Does the Opportunity Lie?
 The Distressed Debt Summit, October 2005
Probing the Emerging Theory of Deepening Insolvency
 National Association of Credit Management, July 2004
Retailing Update
 National Association of Certified Valuation Analysts, June 2004
Exploring Investigative Techniques in Bankruptcy Fraud Cases
 American Conference Institute – Chapter 11 Finance, April 2004
Structuring Exit Financing & Post Confirmation Arrangements
 American Bankruptcy Institute, February 2004
Section 363 and the Emperor's New Cloths – the Good, the Bad, and the Ugly of Asset Sales
 American Bankruptcy Institute, December 2003
Turf Wars Among Restructuring Professionals
 LatinFinance, November 2003
Turnaround Management and Corporate Restructuring in Latin America

American Bankruptcy Institute, July 2003
Workout and Turnaround Skills

2003 Multi-Discipline Conference, July 2003
Bankruptcy / The Ins and Outs / New Developments and Solutions for Preferences

American Bankruptcy Institute, January 2003
New Developments in Corporate Fraud

American Institute of CPA's, November 2002
Advanced Litigation Issues In Bankruptcy

American Bankruptcy Institute, April 2002
Various Topics In Bankruptcy

Renaissance American Management, Inc. & Beard Group, March 2002
Distressed Companies In Healthcare

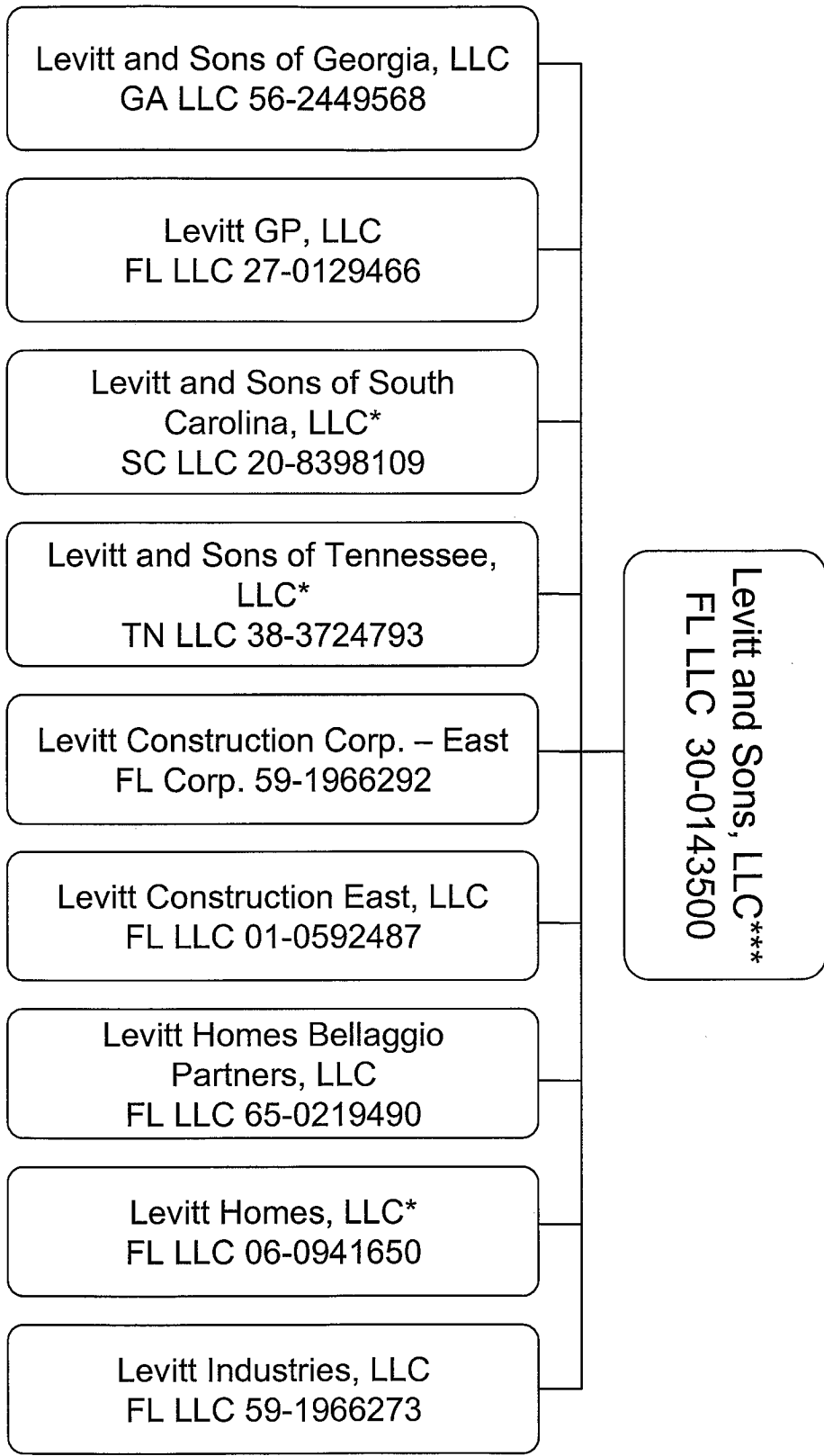
Association of Insolvency & Restructuring Advisors, August 2001
Business Valuation in Bankruptcy

Renaissance American Management, Inc. & Beard Group, March, 2000
Healthcare Restructurings

**Other
Information**

Mr. Feltman is a Fellow of the American College of Bankruptcy. From 2002-2008, Jim was a member of the Board of Directors of the American Bankruptcy Institute. He is also a member of the American Institute of Certified Public Accountants and Florida Institute of Certified Public Accountants. He is a Certified Public Accountant in the State of Florida.

EXHIBIT 6
Corporate Chart of the Debtors

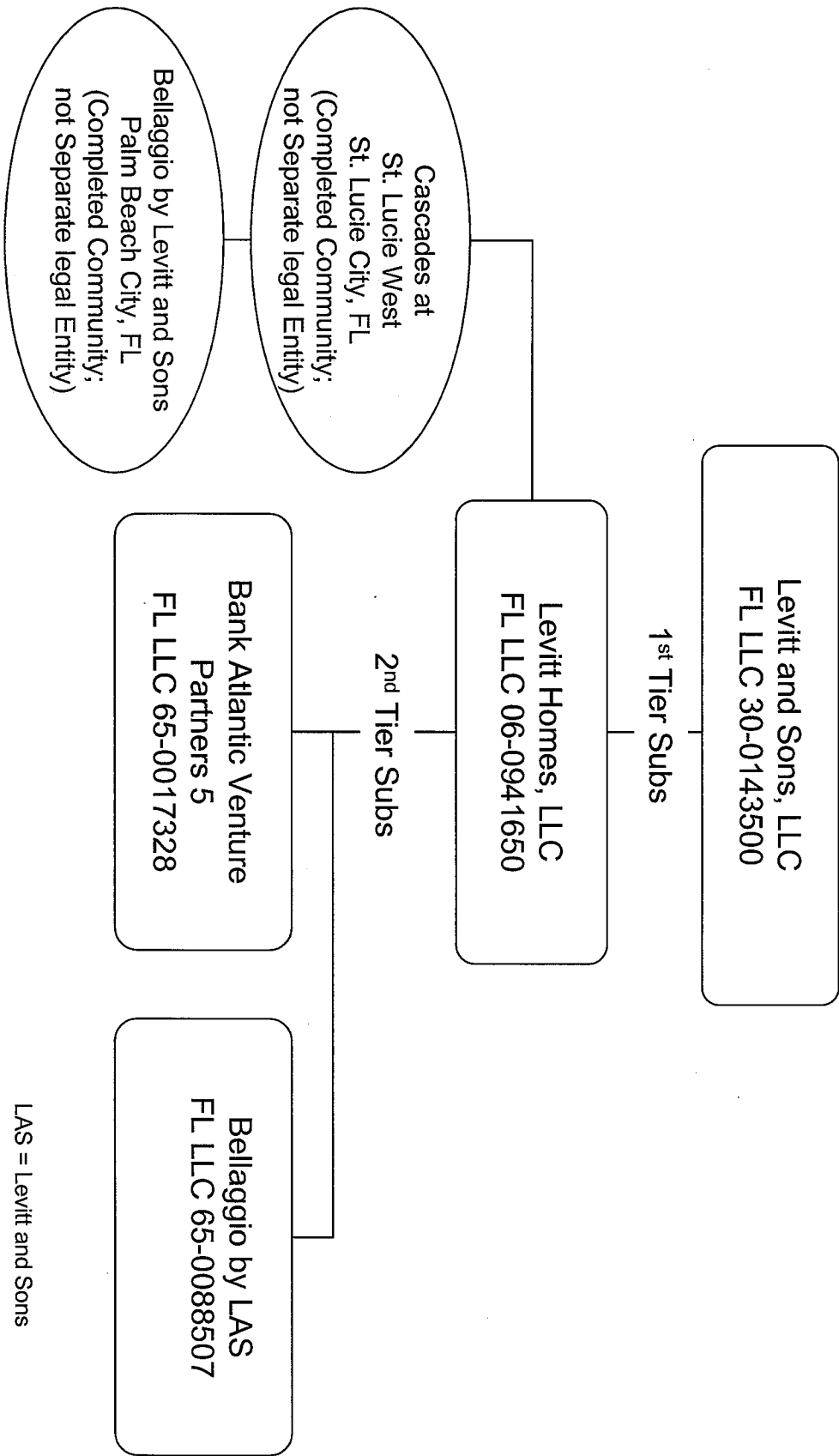


Corporate Organizational Chart

* See attached detail sheet
 *** Partial list of LAS subs (see additional pages)



Corporate Organizational Chart



LAS = Levitt and Sons

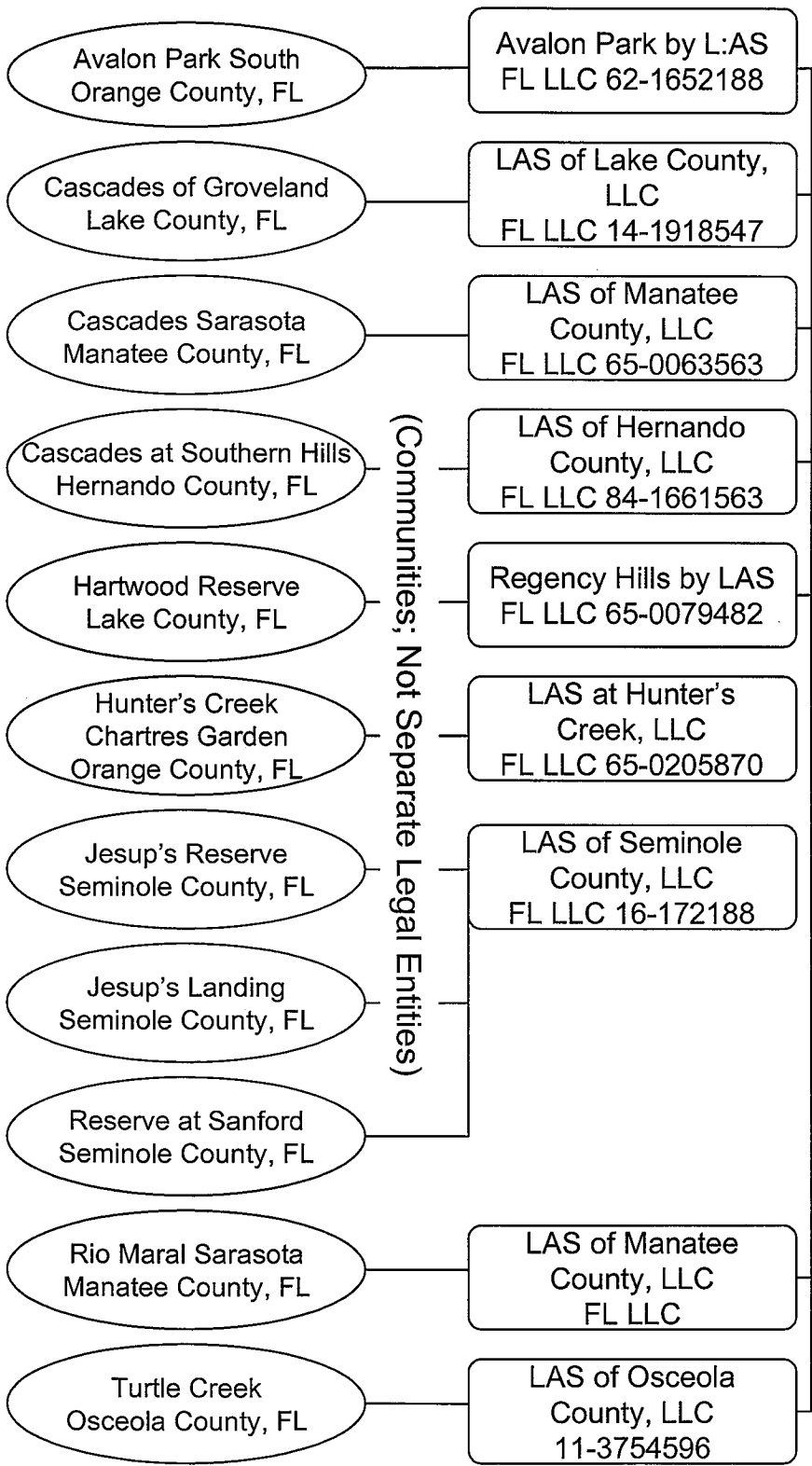


Subsidiaries & Communities by Geographic Region
Central Florida

Levit and Sons, LLC
FL LLC 30-0143500

1st Tier Subs

LAS = Levit and Sons



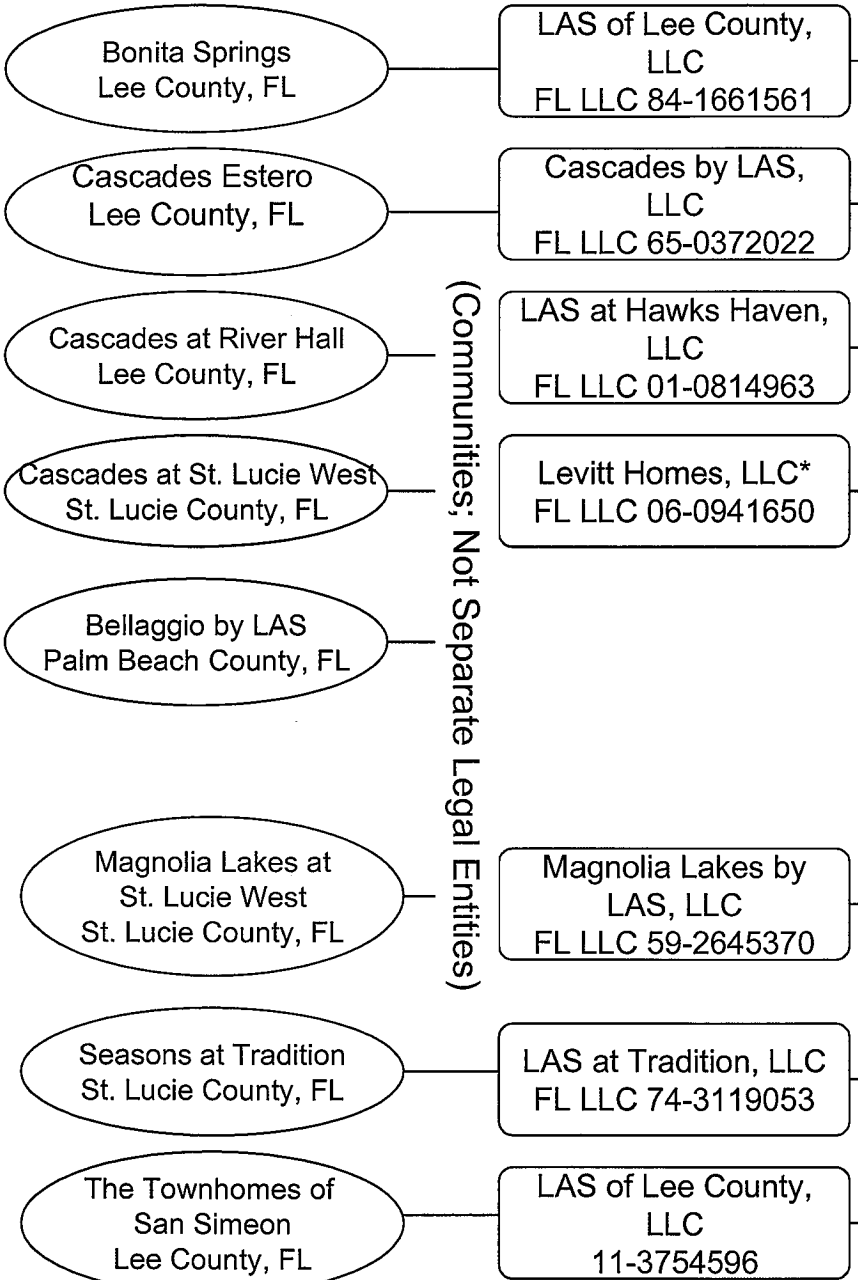


Subsidiaries & Communities by Geographic Region
South Florida

LAS = Levitt and Sons

Levitt and Sons, LLC
FL LLC 30-0143500

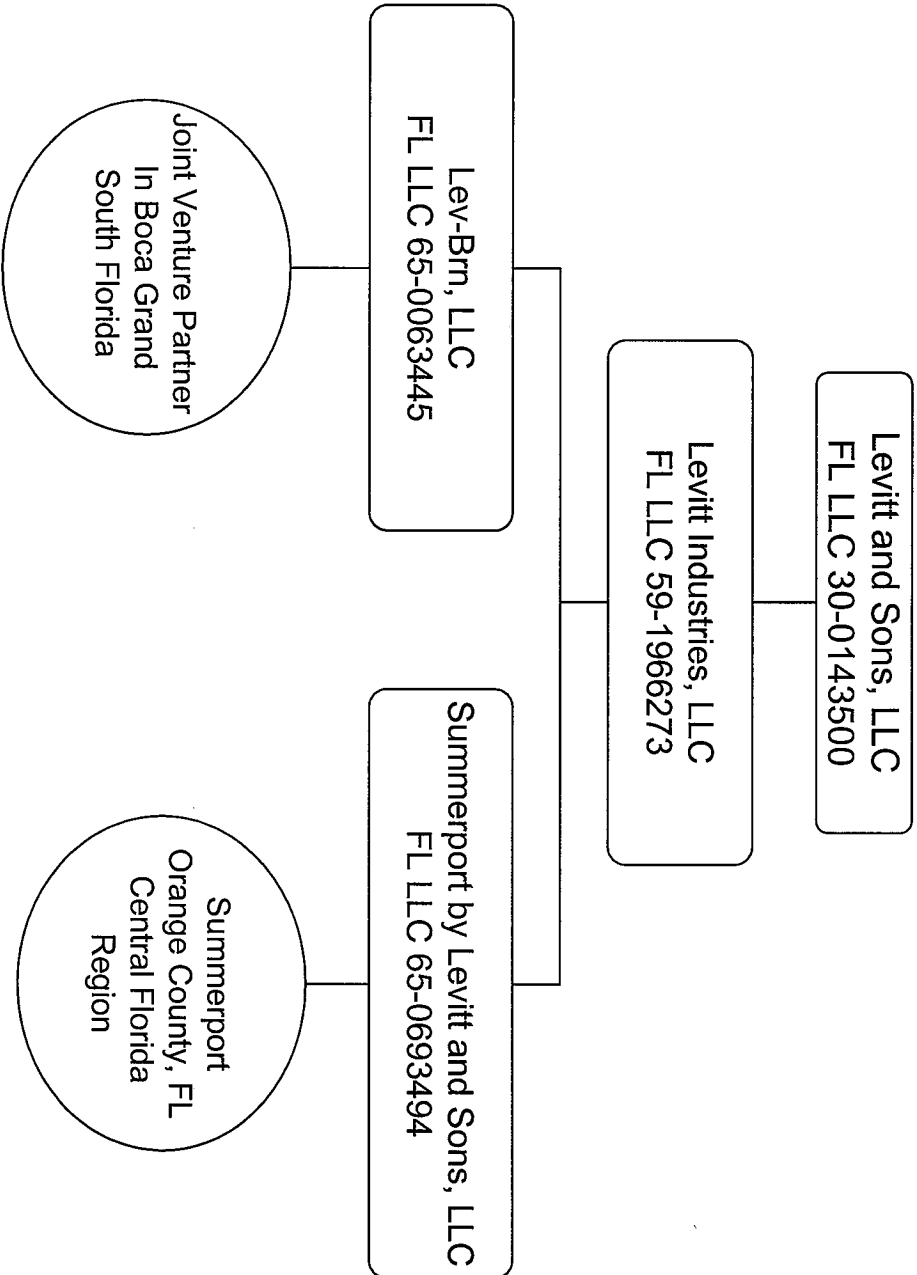
1st Tier Subs



* See page 2 of the Corporate Organizational Chart

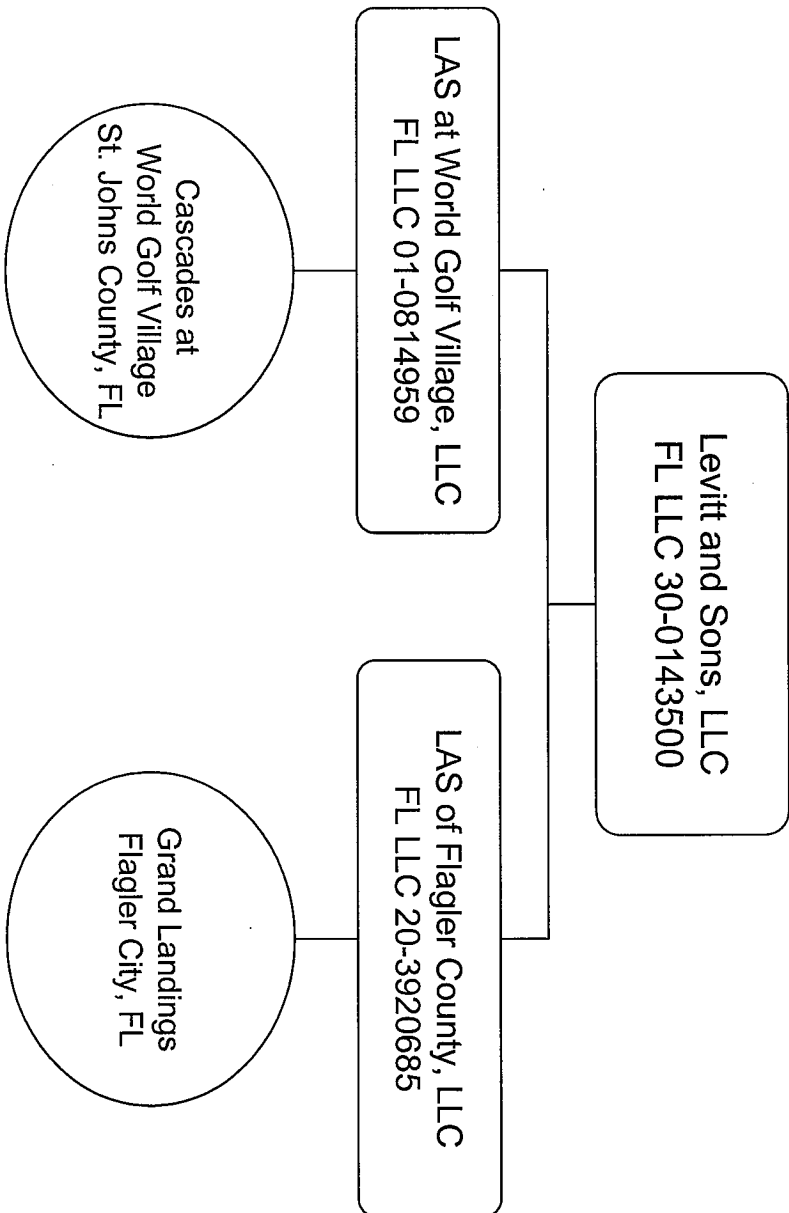


Subsidiaries & Communities by Geographic Region
Central and South Florida





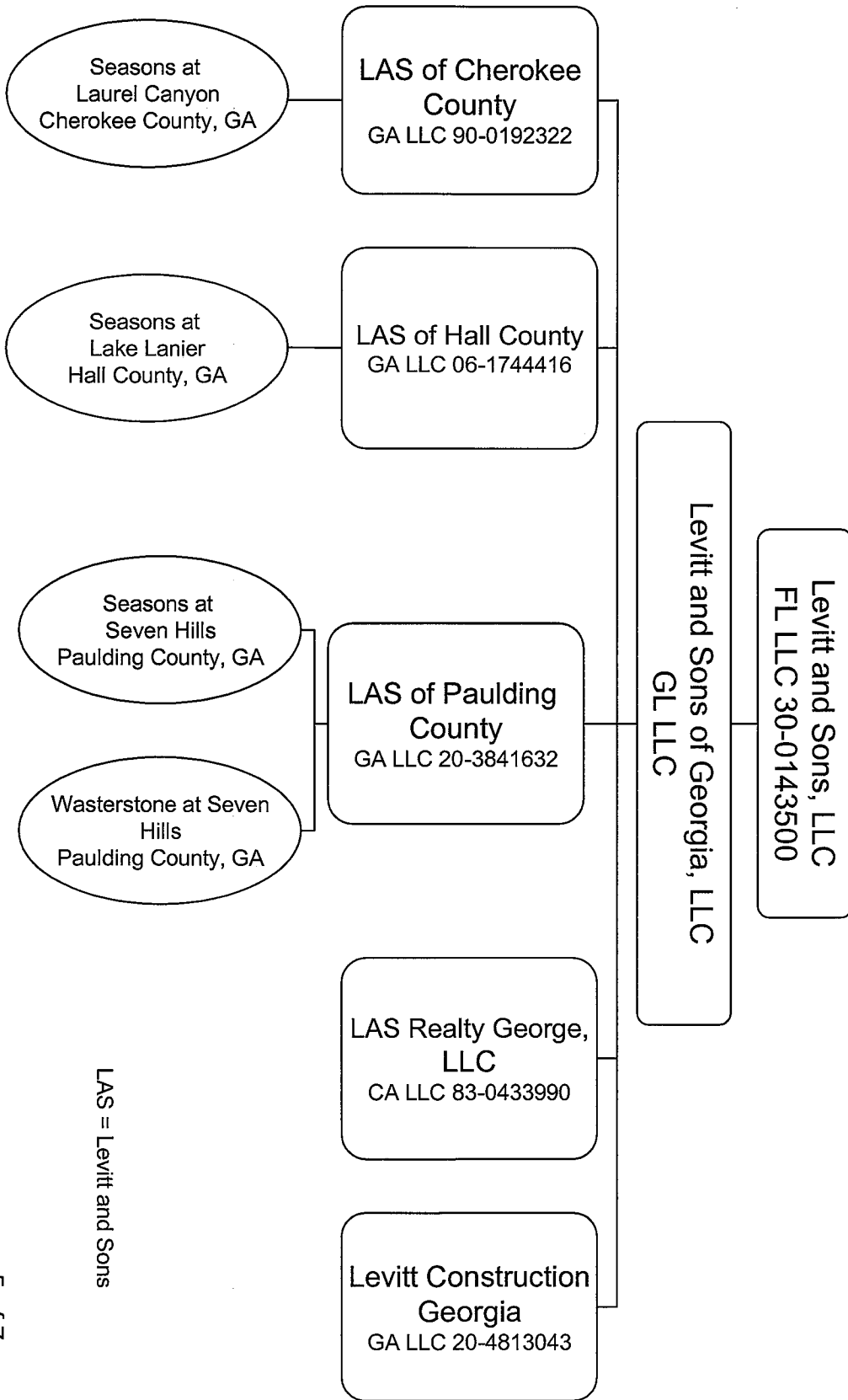
Subsidiaries & Communities by Geographic Region North Florida



LAS = Levitt and Sons



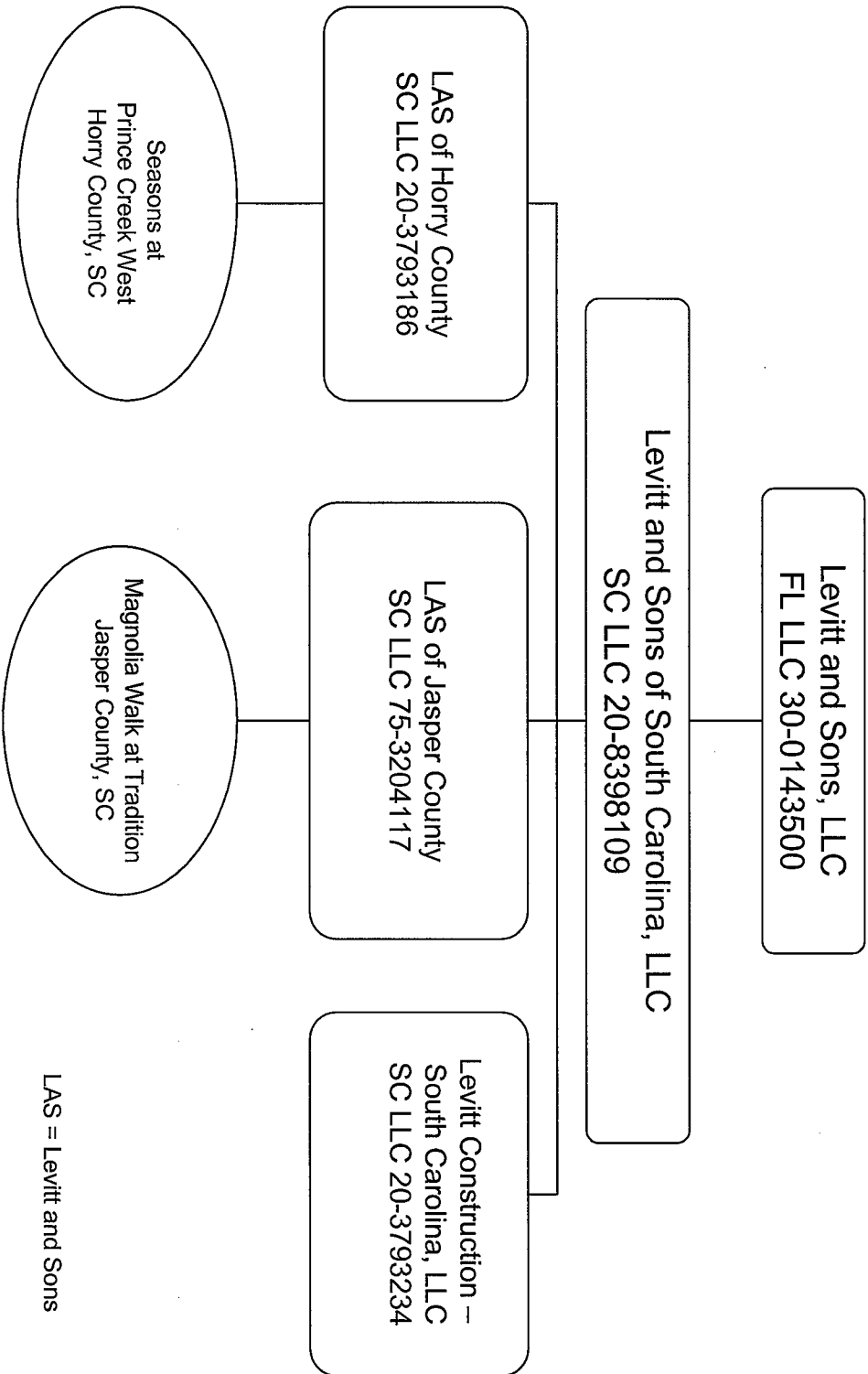
Subsidiaries & Communities by Geographic Region
Georgia



LAS = Levitt and Sons



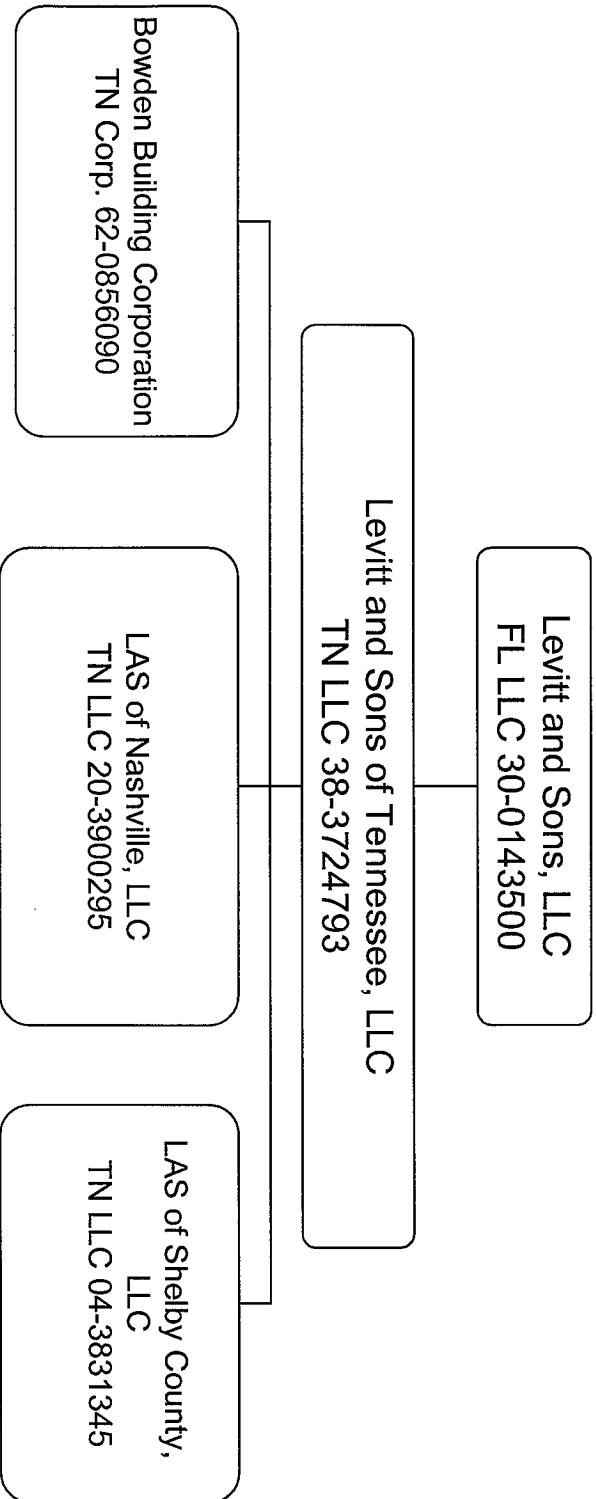
Subsidiaries & Communities by Geographic Region South Carolina



LAS = Levitt and Sons



Subsidiaries & Communities by Geographic Region Tennessee



LAS = Levitt and Sons

EXHIBIT 7
Composite Claims Analysis

Levitt & Sons, LLC, et al.

Exhibit 8

LAS Consolidated Debtors High/Low Case Claims Summary

	High Case (Based on Proposed Amounts)				Low Case (Based on Proposed Amounts)					
	Secured	Admin	Priority	Unsecured	Secured	Admin	Priority	Unsecured	Total *	
Scheduled Only	\$0	\$0	\$805,798	\$16,029,257	\$16,835,055	\$0	\$0	\$805,798	\$16,029,257	\$16,835,055
Matched: Filed LT Scheduled	\$0	\$0	\$184,959	\$4,847,108	\$5,032,067	\$0	\$0	\$127,747	\$4,145,907	\$4,273,654
Matched	\$0	\$0	\$638,492	\$236,492,533	\$237,131,026	\$0	\$0	\$585,609	\$48,739,781	\$49,325,390
Filed Only	\$0	\$0	\$61,396	\$53,743,624	\$53,805,020	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$1,690,645	\$311,112,522	\$312,803,167	\$0	\$0	\$1,519,154	\$68,914,944	\$70,434,098

* - Totals do not always foot due to claimant footing errors on proofs of claim.
 Matched: Filed LT Scheduled (Scheduled amounts are listed as high and low case for creditors with unliquidated filed claims)

Levitt & Sons, LLC, et al.

Exhibit 8

Tennessee Consolidated Debtors High/Low Case Claims Summary

	High Case (Based on Proposed Amounts)				Low Case (Based on Proposed Amounts)					
	Secured	Admin	Priority	Unsecured	Total *	Secured	Admin	Priority	Unsecured	Total *
Scheduled Only	\$0	\$0	\$125,287	\$1,622,377	\$1,747,664	\$0	\$0	\$125,287	\$1,622,377	\$1,747,664
Matched: Filed L.T. Scheduled	\$0	\$0	\$10,700	\$195,108	\$205,808	\$0	\$0	\$5,973	\$177,044	\$183,017
Matched	\$0	\$0	\$1,092	\$3,635,649	\$3,636,741	\$0	\$0	\$3,970	\$3,236,578	\$3,234,548
Filed Only	\$0	\$0	\$243,438	\$368,051	\$622,265	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$380,517	\$5,821,185	\$6,212,478	\$0	\$0	\$135,230	\$5,030,000	\$5,165,229

* - Totals do not always foot due to claimant footing errors on proofs of claim.
 Matched: Filed L.T. Scheduled (Scheduled amounts are listed as High and Low case for creditors with unliquidated filed claims)

EXHIBIT 8
Litigation Schedule

Legal Name of Affected Entity	Name/Description	Venue	Case Number	Nature of Proceeding	Status
Avalon Park By Levitt and Sons, LLC	A&B Succo, Inc.; Mel's Construction Management, Inc.	N/A	N/A	Claims of defect in stucco in community center and homes	Pending
Avalon Park By Levitt and Sons, LLC	Ami Haley and Nancy Welis v. Levitt and Sons, LLC, Levitt Construction-East, LLC, Avalon Park by Levitt and Sons, LLC, First Florida Auto and Homeowners Ins. Co.	9th Judicial Circuit in and for Orange County	07-CA-7830	Breach of Contract; Negligence; Trespass; Promissory Estoppel; Fraud	Pending
Avalon Park By Levitt and Sons, LLC	Sunshine Kitchens, Inc. v. Avalon Park By Levitt and Sons, LLC, i/Wa LHBC Holdings, LLC, and Lexon Insurance Company	11th Judicial Circuit in and for Miami-Dade County	07-7211 CA 06	lien Foreclosures	Pending
Avalon Park By Levitt and Sons, LLC	Aurora Loan Services, LLC v. Lysandro O. Taprio, Avalon Park by Levitt and Sons, LLC, Nicca P. Taprio, John Doe, Jane Doe, as Unknown Tenant(s) in Possession of the Subject Property	9th Judicial Circuit in and for Orange County	08 CA 17962	Foreclose Mortgage	Pending
Levitt and Sons, LLC	Chase Home Finance, LLC v. Shelly Ann-Marie Edwards aka Shelly-Ann-Marie Edwards, Avalon Park by Levitt and Sons, LLC; Mortgage Electronic Registration Systems, Incorporated, as Nominee for Bay Hundred Mortgage Corp.; Unknown Spouse of Shelly Ann-Marie Edwards; John Doe, Jane Doe as Unknown Tenant(s) in Possession of the Subject Property	9th Judicial Circuit in and for Orange County	08-CA12873	Foreclosure Mortgage,	Pending
Bellaggio by Levitt and Sons, LLC	Anthony Gurico	Florida	N/A	Workers' Compensation Benefits	Pending
Bellaggio by Levitt and Sons, LLC	Talbert Barnett v. Levitt and Sons, LLC	Palm Beach County Court	SD 2007 SC012317XXXXMB	Pool surface defect	Pending
Bowden Building Corporation	Fort Knox Security, LLC and Turfco Pest Control, LLC v. Bowden Homes, Inc.	13th Judicial Circuit in and for Memphis, TN	CT-006036-05 Div. II	Breach of Contract	Pending
Bowden Building Corporation	Glen Darrell Warren v. Bowden Building Corp.	Chancery Court of Shelby County, TN	CH-07-1975-3	Recession	Pending
Bowden Building Corporation	In the Matter of: Durrelle Sharpe and Charolite P. Carrell d/b/a Bowden-Sharpe JV and Bowden Building Corp. and Jean P. Lesene and Dorothy P. Banker d/b/a Dorothy B. Peterson Enterprises and Argo Construction Corp.	No Info	No Info	No Info	Pending
Bowden Building Corporation	Joseph Lavelle Woods and Vicki Lynn Woods v. Bowden Building Corp.	Circuit Court in and for DeSoto County, MS	CV2003-0054FD		Pending
Bowden Building Corporation	Paul Warrington v. Bowden Building, Bowden Building Corporation et al	13th Judicial Circuit in and for Memphis, Shelby County, TN	CR-000084-05 Div. 4	Workers' Compensation Benefits	Pending
Bowden Building Corporation	Paul Warrington v. Memphis Roofing Co., Jerry Clay d/b/a Memphis Roofing Co., Jerry Clay d/b/a Memphis Roofing Co., Inc., Maurice Starnes d/b/a Memphis Roofing Co., Inc., Maurice Starnes d/b/a Memphis Roofing Co., Inc., Travelers Property Casually Insurance and/or The Travelers Insurance, Bowden Building, Bowden Building Corp., and Cardon National Insurance Co.	Circuit Court of Tennessee for the 13th District at Memphis, Shelby County	CT-00-0084-05, Div. 4	personal injury at work	Pending
Bowden Building Corporation	Presidential Warranty Corporation and Western Pacific Mutual Insurance Co. v. First Indemnity of America Insurance Co.; First Indemnity of America Insurance Co. v. Bowden Building Corp., Donald L. Bowden, Helen E. Bowden, Fireside Builders, LLC, Larry D. Polts, and Diane J. Polts	Morris County, NJ Superior Court	MRS-L-941-06	Subrogation; Indemnification	Pending
Bowden Building Corporation	Robert Beattie and Angela Beattie, individually and as parents and next friends of Logan Beattie, Presley Beattie and Dean Beattie v. Bowden Building Corporation	13th Judicial Circuit in and for Memphis, Shelby County, TN and Chancery Court, 13th Judicial Circuit in and for Memphis, Shelby County, TN	CT-001751-04; CH-04-1137	Breach of Contract; Fraud; Procurement of Breach of Contract;	Pending
Bowden Building Corporation	Shemika Barr and Debbie Burgess v. Bowden Building Corporation	Shelby County, TN Chancery Court	CH-061632-2	Fraudulent Misrep.; Negligent Misrep.; Breach of Warranty; IIED; NIED	Pending
Bowden Building Corporation	Spring Lake Homeowners Association, Spring Lake Association, Inc., Edlie and Beverly Perkins v. Bowden Building Corp.	Shelby County, TN Chancery Court	CH-05-0132-2	Enslave retained to monitor construction site. pollution, damage to lake & aquatic life resulting from silt runoff	Pending
Bowden Building Corporation	Willie L. Jeffries and Rena Jeffries v. W. Rusty Hyreman aka William R. Hyreman, Rusco Co., David Miller, LLC, Bowden Building Co., John H. Jones, II, Horace L. Harris, Alva Harris, Bobby Ervin, Jr. and Norma J. Ervin, Gerald W. Becker and Jacqueline W. Becker	13th Judicial Circuit in and for Memphis, TN Chancery Court	CH-061425-3		Pending
Bowden Building Corporation	Elbert Mangum v. Bowden Building Corporation	Board for Licensing Contractors - Nashville, Tennessee	200801456	Complaint filed with Department of Commerce and Insurance - Board for Licensing Contractors, Nashville, Tennessee	Pending

In re: Levitt and Sons, LLC
 Case No. 07-19845
 Attachment 4a
 General Litigation Suits and Administrative Proceedings

Legal Name of Affected Levitt & Sons Entity	Name/Description	Venue	Case Number	Nature of Proceeding	Status
Cascades By Levitt and Sons, LLC	Sunshine Kitchens, Inc. v. Cascades By Levitt and Sons, LLC and Lexon Insurance Company	11th Judicial Circuit in and for Miami-Dade County	XXXX 07-7261	Lien Foreclosures	Pending
Levitt and Sons at Lake County, LLC	Bryan Dickson and Jennifer Dickson, his wife v. Edward Eugene Johnson, Diamond Players/Club, LC, Levitt and Sons, Inc. and Levitt and Sons at Lake County, LLC	5th Judicial Circuit in and for Lake County	2004-CA-4109	personal injury	Pending
Levitt and Sons at Tradition, LLC	Barbara Clafone v. Levitt and Sons at Tradition, LLC	17th Judicial Circuit in and for Broward County	07-225023-08	Rescission FDUPTA	Pending
Levitt and Sons at Tradition, LLC	Erwin C. Ches v. Levitt and Sons at Tradition, LLC, Levitt and Sons, LLC and Joan Mylon	19th Judicial Circuit in and for St. Lucie County	56-2007-CA-002903	Rescission; ILSA Violation; FDUPTA	Pending
Levitt and Sons at Tradition, LLC	Peter & Inge Traira v. Levitt and Sons at Tradition, LLC	19th Judicial Circuit in and for St. Lucie County	56-2007-CA-002103AXXXHC	Declaratory Judgment	Pending
Levitt and Sons at Tradition, LLC	William Hudock and Angela Hudock v. Levitt and Sons at Tradition, LLC	19th Circuit in and for St. Lucie County	56-2007-CA-000615AXXXHC	Rescission for Fraud; Rescission for Mistake; Rescission for Breach of Contract; Rescission \$720,401	Pending
Levitt and Sons at Tradition, LLC	Countrywide Home Loans, Inc. v. Martin Fehner, Donna Fehner, any and all unknown parties claiming by, through, under and against the herein named individual defendant(s) who are not known to be dead or alive, whether said unknown parties may claim an interest as spouses, heirs, devisees, grantees or other claimants; Seasons at Tradition Residents' Association, Inc., Tradition Community Association, Inc., Mortgage Electronic Registration Systems, Inc., Levitt and Sons at Tradition, LLC; John Doe and Jane Doe, as unknown tenants in possession	19th Judicial Circuit in and for Saint Lucie County, Florida	562008 CA 006903	Foreclose mortgage and enforce a lost, destroyed or stolen promissory note and mortgage under Fla.Stat. Section 673.3091	Pending
Levitt and Sons at World Golf Village, LLC	All Star Building Materials, Ltd. v. Levitt and Sons at World Golf Village, LLC, Levitt Construction-East, LLC, and Dorothy L. Smith	7th Judicial Circuit in and for St. John's County	2007-32389 CICI	Breach of Contract; unjust enrichment	Pending
Levitt and Sons at World Golf Village, LLC	Sunbelt Rentals, Inc. v. Bernol Electric, Inc., Levitt and Sons at World Golf Village, LLC	County Court in and for St. Johns County, Florida	CC08-2536	Foreclose construction lien	Pending
Levitt and Sons of Cherokee County, LLC	Marek Interior Systems, Inc. v. Levitt and Sons of Cherokee County, LLC, Levitt and Sons of Georgia, LLC, Levitt Construction of Cherokee County, LLC, and Levitt and Sons of Atlanta Region, LLC	Fulton County, GA Superior Court	2007 CV 131 970	Breach of Contract	Pending
Levitt and Sons of Hall County, LLC	Frank Karidan and Barbara Karidan v. Levitt and Sons of Hall County, LLC	Hall County, GA Superior Court	2007 CV 3752 A	Breach of Contract	Pending
Levitt and Sons of Hall County, LLC	Andy Lewis Heating and Air Conditioning, LLC v. Levitt and Sons of Hall County, LLC	Magistrate Court of Gwinnett County, Georgia	08 M 23943	Foreclose Lien	Pending
Levitt and Sons of Henry County, LLC	James and Joanna McPhee v. Levitt and Sons of Henry County, LLC	Horry County Court of Common Pleas 15th Circuit	2007-CP-26-5443	Negligent Misrep., Fraudulent Misrep., Violation of Good Faith and Fair Dealing, Violation of Unfair Trade Practices; Civil Conspiracy; Promissory Estoppel; Declaratory Judgment	Pending
Levitt and Sons of Hunters Creek, LLC	HSBC Bank USA, N.A. v. Joao A. Teixeira aka Joao Teixeira; Levitt and Sons at Hunter's Creek, LLC, Suntrust Bank, Evelise E. Teixeira aka Evelise E. Teixeira aka Evelise Teixeira; John Doe, Jane Doe, as Unknown Tenants in Possession of the Subject Property	9th Judicial Circuit in and for Orange County	08-CA-21667	Foreclose Mortgage	Pending
Levitt and Sons of Lake County, LLC	FPL FiberNet, LLC v. Levitt and Sons of Lake County, LLC, Seth Wise, The Cascades of Goveiland Homeowners' Association, Inc. Douglas Guy, Alfred West, Larry Pittman, Curt Hooper, Kevin Cronin	17th Judicial Circuit in and for Broward County	07-22139-12	Defamation/libel	Pending
Levitt and Sons of Lake County, LLC	Levitt and Sons of Lake County, LLC, The Cascades of Goveiland Homeowners Association, Inc. v. Goveiland Services, LLC, Hcontrol Corporation and Optical Telecommunications, Inc.	11th Judicial Circuit in and for Miami-Dade County	07-21184 CA 23	Breach of MIDU Contract; Breach of Services Contract; Breach of Contract	Pending
Levitt and Sons of Lee County, LLC	Royal Construction Group, Inc. v. San Simeon Phase I Residents Association, Inc., Levitt and Sons of Lee County, LLC	20th Judicial Circuit in and for Lee County, Florida	08-CA-008423	Foreclosure of Lien; Breach of Contract; Quantum Meruit; Unjust Enrichment	Pending
Levitt and Sons of Lee County, LLC	Melco Electric, LLC v. Levitt and Sons of Lee County, LLC, Levitt and Sons of Manatee County, LLC, Levitt and Sons of Haws Haven, LLC, and Levitt Construction-East, LLC	17th Judicial Circuit in and for Broward County	07-238339 03	Breach of Contract; Account Stated; open account services rendered; unjust enrichment;	Pending

In re: Levitt and Sons, LLC
 Case No. 07-19845
 Attachment 4a
 General Litigation Suits and Administrative Proceedings

Legal Name of Affected Entity	Name/Description	Venue	Case Number	Nature of Proceeding	Status
Levitt and Sons of Osceola County, LLC	SunTrust Mortgage, Inc. v. Raul Aldarondo, Builder Services Group, Inc. dba Gale Insulation; Levitt and Sons of Osceola County, LLC, Mortgage Electronic Registration Systems, Inc., as Nominee for SunTrust Mortgage, Inc., Maria J. De La Rosa, John Doe, Jane Doe as Unknown Tenant(s) in Possession of the Subject Property	9th Judicial Circuit in and for Orange County	08 CA 8685 MG	Foreclose Mortgage	Pending
Levitt and Sons of Seminole County, LLC	Collis Roofing, Inc v Levitt and Sons of Seminole County, LLC	Seminole County County Court	07-CC-4713-21-S	Construction Lien; Breach of Contract; Account Stated;	Pending
Levitt and Sons, LLC	Cascade Lakes Residents' Association v. Levitt and Sons	Palm Beach County Court	N/A	Pre-suit Fla. Stat. Ch. 558 (construction defect) claims	Pending
Levitt and Sons, LLC	Collis Roofing, Inc. v. Levitt and Sons, LLC and Levitt Construction Corp.-East	19th Judicial Circuit in and for St. Lucie County	CC 07 CL 2717	Construction Lien; Breach of Contract; Account Stated;	Pending
Levitt and Sons, LLC	Collis Roofing, Inc. v. Levitt and Sons, LLC, Levitt Construction Corp.-East and Summit Greens Residents' Association, Inc.	5th Judicial Circuit in and for Lake County	07CA2427	Construction Lien; Breach of Contract; Account Stated;	Pending
Levitt and Sons, LLC	Daniel Wenk & Juliana Makuch v. Levitt and Sons, LLC	5th Judicial Circuit in and for Lake County	07-CA-1879	Negligence ; Breach of Express Warranty; Breach of Implied Warranty of Fitness and Merchantability; Violation of Building Code	Pending
Levitt and Sons, LLC	Frank Albert, Dorothy Albert, Anthony Allieri, Diane Allieri, Deborah Anderson, Patricia Blackwell, William Britton, Sheila Britton, et. al. v. Levitt and Sons, LLC, Levitt Homes, LLC, Levitt Corp., Levitt Construction Corp. East, Levitt and Sons, Inc. and John Doe(s)	9th Judicial Circuit in and for Orange County	05-CA4016 Div. 37	Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Failure to Disclose latent Defect; Breach of Express Warranty; Breach of Implied Warranty; Violation of Building Code; FDUPTA; Negligent Construction	Pending
Levitt and Sons, LLC	JC Contractors, Inc. v. Certified Building Contractors, Inc., Summerport by Levitt and Sons, LLC and Avalon Park by Levitt and Sons, LLC	9th Judicial Circuit in and for Orange County	N/A	Breach of Implied Contract	Pending
Levitt and Sons, LLC	Kenneth A. Gore and J. Michael Grogan v. Levitt and Sons, LLC	N/A	CA-07-0416	Unpaid Wages Whistleblower Violations	Pending
Levitt and Sons, LLC	Levit and Sons, LLC v. William Britton	5th Judicial Circuit in and for Lake County	2006-CA-830	Defamation	Pending
Levitt and Sons, LLC	Lifestyles Properties LLC v. Levitt and Sons, LLC	N.D. GA	07-CV-1398-MHS	Federal Trademark and Service Mark Infringement; Federal Unfair Competition; Violation of Common Law Unfair Competition; Violation of Georgia Uniform Deceptive Trade Practices Act	Pending
Levitt and Sons, LLC	Masco Builder Services Group, Inc dba Contractor Services of GA v. Levitt and Sons of Cherokee County, LLC, Levitt Construction of Georgia, LLC and Levitt and Sons, LLC	Fulton County State County, GA	07 US 125635E	breach of contract	Pending
Levitt and Sons, LLC	Max Cohen and Beatrice Cohen, his wife v. GRS management Associates, Inc. and Northstar Holdings, Inc.; GRS management Associates, Inc. v. Levitt and Sons, Inc.	15th Judicial Circuit in and for Palm Beach County, FL	50 2004 CA 012019XXXX MB AD	personal injury	Pending
Levitt and Sons, LLC	MW Golf Properties, LLC, as successor to Bran Cous Golf Venture, Ltd. V. Levitt and Sons, LLC	7th Judicial Circuit in and for St. Johns County	CA 07-1443 55	breach of lease	Pending
Levitt and Sons, LLC	Prestige Cleaning of SW Fla., LLC v. Levitt and Sons, Inc.	Lee County Small Claims Court	07-SC-000460	failure to pay for completed contractual duties	Pending
Levitt and Sons, LLC	Reine Javel v. Levitt and Sons, LLC	Manatee County Equal Employment Opportunity Commission	511-2007-02496	EEOC	Pending
Levitt and Sons, LLC	Summit Greens Residents' Association, Inc. v. Levitt and Sons, LLC	N/A	N/A	Constructions defects, mold in clubhouse	Pending
Levitt and Sons, LLC	Sunshine Kitchens, Inc. v. Summerport By Levitt and Sons, LLC, #/a LD Financial Management, LLC, and Lexon Insurance Company	11th Judicial Circuit in and for Miami-Dade County	07-7873 CA 06	Lien Foreclosures	Pending
Levitt and Sons, LLC	Tower Hill Insurance Group, Inc. #/a Regency Insurance Co. a/s/o Nino Calabrese and Diane Calabrese v/ Hens Plumbing and Levitt and Sons	5th Judicial Circuit in and for Lake County	2006-CA-1782; H-27-CA-2006 1125-DM	No info	Pending
Levitt and Sons, LLC	Tri-Star Enterprises, Inc v LAS	12th Circuit in and for Manatee County	2007 CA 6974 Div-B	Breach of Oral Contract; Open Account; Unjust Enrichment;	Pending
Levitt and Sons, LLC	United States v. Levitt and Sons, LLC	Lee County	N/A	Damage to bald eagle's nest while clearing land	Pending

In re: Levitt and Sons, LLC
 Case No. 07-19845
 Attachment 1a
 General Litigation Suits and Administrative Proceedings

Legal Name of Affected Entity	Name/Description	Venue	Case Number	Nature of Processing	Status
Levitt Construction-East, LLC	All Star Building Materials, Ltd. v. Levitt and Sons at World Golf Village, LLC, Levitt Construction-East, LLC, and Dorothy L. Smith	N/A	N/A	Breach of Contract; unjust enrichment	Pending
Levitt Construction-East, LLC	Crystal Clear Irrigation & Landscaping, Inc. v. Levitt Construction-East, LLC and Simmon Land Company f/k/a Florida Custom Landscapers, Inc.	4th Judicial Circuit in and for Duval County	16-2007-CA-000334	Quantum Meruit; Unjust Enrichment	Pending
Levitt Construction-East, LLC	John Francis, Linda Francis & Keith Francis v. Levitt and Sons at World Golf Village, LLC	7th Judicial Circuit in and for St. John's County	CA-07-0220 Div. 55	Fraudulent Inducement; Fraudulent Misrep.; Rescission; Failure to Disclose	Pending
Levitt Homes Bellagio Partners, LLC	Carole Pollack and Richard Pollack, her husband v. Levitt Homes Bellagio Partners, LLC and Wells Brothers Construction Co., Inc.	17th Judicial Circuit in and for Broward County	7011153	personal injury	Pending
Levitt Homes, LLC	Andrew S. Canterbury and Deborah L. Canterbury f/k/a Deborah L. Fallow v. Levitt Homes, LLC, Levitt and Sons, LLC a/k/a Levitt Construction Corp. East a/k/a Levitt Construction-East, LLC and Ronald Ring	5th Judicial Circuit in and for Lake County	05-CA-1472-7	Breach of Contract; Breach of Warranty; Fraudulent Inducement	Pending
Levitt Homes, LLC	Gloria Devires and Paul Devires, husband and wife v. Levitt Homes, LLC	19th Judicial Circuit in and for St. Lucie County	No Info	personal injury	Pending
Levitt Homes, LLC	Gloria Siegel v. Levitt Homes, LLC and Sheppard Electric Company	5th Judicial Circuit in and for Lake County	07CA1871	personal injury	Pending
Levitt Homes, LLC	Levitt Homes, Inc., Levitt Construction Corp. East, Avalon Park by Levitt and Sons, LLC, Bellagio by Levitt Homes, Inc., Cascades by Levitt and Sons, LLC, Magnolia Lakes by Levitt and Sons, LLC, Levitt Homes, LLC, Summerport by Levitt and Sons, LLC, Levitt Construction East, LLC v. Sunshine Kitchens, Inc.	11th Judicial Circuit in and for Miami-Dade County	05-19065-CA-06	Breach of Contract	Pending
Levitt Homes, LLC	Louise Monast and George Monast v. Cascades at St. Lucie West Residents' Association, Inc., a Florida corporation and Land management company, Barton Protective Services, LLC, Mary Davis v. Levitt Homes, LLC and Cascades at St. Lucie West Residents' Association, Inc.	19th Judicial Circuit in and for St. Lucie County	56 2005 CA001705A XXXXHC (ON)	personal injury	Pending
Levitt Homes, LLC	Sunshine Kitchens, Inc. v. Levitt Homes, LLC and Lexon Insurance Company	11th Judicial Circuit in and for Miami-Dade County	XXXX 07-5241	Lien Foreclosures	Pending
Levitt Homes, LLC	The Cascades Residents' Association, Inc., a Florida non-profit corporation v. Levitt at Amherst, LLC, a Florida limited liability company, and Levitt and Sons, Inc., a Florida corporation	15th Judicial Circuit in and for Palm Beach County	50-06-CA-10712-XXXX MB	subrogation personal injury	Pending
Levitt Homes, LLC	Wall Street Mortgage Bankers v. Lester Morris, Levitt Homes, LLC, Carolina Morris, John Doe, Jane Doe as Unknown Tenant(s) in Possession of the Subject Property	19th Judicial Circuit in and for St. Lucie County	562007CA002667AXXXHC		Pending
Magnolia Lakes by Levitt and Sons, LLC	Sunshine Kitchens, Inc. v. Magnolia Lakes By Levitt and Sons, LLC	11th Judicial Circuit in and for Miami-Dade County	07-7733 CA 06	Lien Foreclosures	Pending
No Info	Robert Maek	No Info	EEOC Charge No: 15FA600123; FEPA Charge No. 461A6107-083	No Info	Pending
Summerport by Levitt and Sons, LLC	A & B Stucco, Inc.; Branco Lath & Stucco, Inc.	N/A	N/A	Claims of defect in stucco in community center and homes	Pending

EXHIBIT 9
Schedule of Potential Preference Payments

EXHIBIT 9
Schedule of Potential Preference Payments

<u>Vendor</u>	<u>Amount Paid</u>
BANK OF AMERICA,N.A.	\$10,752,132.44
KEYBANK NATIONAL ASSOC.	8,728,077.83
STRACK, INC.	1,398,055.95
REGIONS BANK	1,118,287.84
QUALITY CONSTRUCTION	901,683.81
PHILLIPS AND JORDAN INC-NORTH FL	653,662.28
GEORGIA FLOORS, INC.	566,551.53
AMERICAN WOODMARK CORP.	559,436.11
HD SUPPLY CONST SUPPLY (LUMBER)	542,769.89
MITCHELL & STARK CONST.	517,492.21
CORE COMMUNITIES	487,070.88
JNJ FOUNDATION SPECIALISTS INC	471,102.12
R & R SUPERIOR PLUMBING INC	469,608.78
C&C RIPOLL MASONRY OF GEORGIA LLC	369,685.50
STATON HEATING & AIR	365,307.01
LEVITT CORPORATION	327,346.96
84 LUMBER COMPANY-NORTH FLORIDA	309,338.06
CONSTRUCTION MANAGEMENT PLUS INC	297,078.00
CENTURY CONCRETE PARTNERS INC	291,887.00
HOGAN CONSTRUCTION, INC	275,689.05
PIEDMONT LANDSCAPE	268,255.52
WACCAMAW LANDSCAPING & CONSTRUCTION	259,585.48

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

OHIO SAVINGS BANK FSB	253,025.54
PLYMARTS, INC.	245,825.90
HAYSLIP LANDSCAPE	217,149.42
M & N CONSTRUCTION-CENTRAL FLORIDA	211,897.92
FLORIDA POWER AND LIGHT CO	203,237.82
ANDERSEN BROTHERS INC	201,227.47
INTERIORS GROUP, THE	194,324.98
DILBECK DRYALL INC	181,498.46
HD SUPPLY CONSTRUCTION SUPPLY LTD	179,408.67
JTM CONCRETE INC-NORTH FLORIDA	173,390.00
GOODWIN BROS. CONSTRUCT-	161,989.55
WILKINS ELECTRIC CO INC	161,854.76
RESIDENTIAL DRYWALL INC	159,169.67
COHEN DRYWALL CO INC	154,486.00
VERGASON SOJOURNER & MCWATERS INC	152,755.60
ARCHER EXTERIORS INC	152,589.00
BUILDERS FIRSTSOURCE-NORTH FLORIDA	150,083.44
APEX CONCRETE & ASPHALT	149,908.94
CITY OF GROVELAND	149,196.50
SLP CONTRACTORS, INC.	144,618.75
R & W MAINTENANCE INC-CENTRAL FLORIDA	144,236.10
HYDROSPEC, INC.	137,403.47
SKY GENERAL CONTRACTING	136,715.21

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

GEORGIA POWER COMPANY	134,295.66
KLEIN ELITE MILLWORK INC	130,707.20
GENERAL ELECTRIC CO-ATLANTA	128,845.62
GENERAL ELECTRIC CO-CENTRAL FLORIDA	128,390.57
A+ EROSION CONTROL, INC	125,975.91
PRECISION DRYWALL	125,399.82
CUSTOM CONTRACTORS	125,111.00
TREBOR INDUSTRIES, INC	124,332.60
ROYAL CONST. GROUP, INC.	123,154.45
J S ELITE FLOORING CO	121,467.48
COFFMAN GRADING INC	118,184.90
SPRAGGINS BUILDER SERVICES-CF	117,500.99
HOUSTON STAFFORD ELECTRIC-DNU	112,845.46
MCLEOD LAND SERVICES INC-CENTRAL FLORIDA	111,573.06
WOODMAN INSULATION	111,365.52
JUNIPER LANDSCAPING INC	109,707.21
TRIM-PAK	109,617.82
CONCEPTS IN GREENERY INC	109,496.90
PROGRESS ENERGY FLORIDA	108,030.30
COX LUMBER CO DBA HD SUPPLY LBM -DNU	107,949.47
COASTAL RESIDENTIAL SERVICES LLC	107,727.10
RENEW CONSTRUCTION	103,538.00
TOP SOUTH, INC.	101,574.52

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

A BETTER CHOICE PLUMBING	98,790.80
BUCKEYE PLUMBING INC	96,253.00
COLEMAN FLOORS COMPANY-SE FL	95,169.49
DEAN CUSTOM AIR	94,038.00
HCONTROL CORPORATION	93,867.97
CUSTOM GLASS & DOORS INC	93,247.08
WEINSTOCK AND SCAVO PC	91,824.74
ALL TERRAIN TRACTOR SERVICE INC	90,735.00
COMET ELECTRIC	90,630.66
STRUCTURED DRYWALL INC	88,030.00
MAGNO CONSTRUCTION	87,614.91
GREENCARE LANDSCAPE SERVICES INC	83,758.07
OMNI ELECTRICAL SRVCS	83,004.00
HARBIN LUMBER COMPANY INC DBA LOADSTAR	80,863.10
WOODSMAN KITCHEN-NORTH FLORIDA	79,817.00
EAST COAST BOBCAT INC.	79,808.15
TROPIC FLOORS	79,107.70
HOLLIS STONWORKS INC	78,567.49
GENERAL ELECTRIC CO	77,342.79
REGAL KITCHENS	77,134.32
STEARNS WEAVER MILLER	76,635.69
HIGH AND LOW ELECTRIC-CENTRAL FLORIDA	76,472.50
CERTIFIED BUILDING CONTRACTORS	76,118.68

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

PRECAST WALL SYSTEMS,INC	75,825.36
DEL-AIR-CENTRAL FLORIDA	74,987.45
POOL PEOPLE EAST INC, THE	74,357.00
ASP FRAMING CORPORATION-CENTRAL FLORIDA	74,166.60
REAL FOUNDATIONS	73,504.70
PRO FRAME CONT INC	72,997.56
SENTRY MANAGEMENT,INC.	71,428.58
ROYAL PALM ALUMINUM, INC	71,355.00
CITY OF CLERMONT	70,520.84
ELITE EXTERIORS LLC-NORTH FLORIDA	67,835.00
SANSONE CORP	67,730.95
COLLIS ROOFING INC-CENTRAL FLORIDA	67,071.10
PAINT COVERS INC	66,842.00
BLATTNER BRUNNER INC	65,576.37
LEGRANDE'S PLUMBING	65,314.00
H & H OF JACKSONVILLE	65,300.00
ANDRADE'S CLEAN UP INC.	64,392.50
KIRKLYN ENTERPRISES INC-NORTH FLORIDA	63,597.95
DARLEYS PLUMBING-NORTH FLORIDA	62,365.51
HERITAGE ROOF TRUSS, INC.	62,299.70
CUSTOM PLASTERING INC	62,085.70
EMC SECURITY	61,771.80
SUN STATE LANDSCAPING-CENTRAL FLORIDA	61,398.85

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

COLEMAN FLOORS-CENTRAL FLORIDA	60,907.57
CITY OF CANTON	58,871.51
SEASONS AT PRINCE CREEK WEST COMMUNITY	57,069.50
DORTON AIR CONCEPTS INC-CENTRAL FLORIDA	56,074.79
EXTERIORS PLUS-NORTH FLORIDA	55,923.00
COLEMAN FLOORS-NORTH FLORIDA	55,591.49
MDG ADVERTISING	55,386.20
JESSIE ETHRIDGE POOLS INC	55,350.00
BRUCE HAGE IRRIGATION CO	54,541.51
ALPHA DOOR AND HARDWARE INC.	53,297.63
PIEDMONT GRADING CO. INC	53,075.25
ROOF TILE SPECIALISTS IN	52,997.00
BELVEDERE CONTRACTING,	52,765.16
BIG TREE, INC.	52,707.62
SMITH-MANUS SURETY BONDS	51,963.49
AT&T BUSINESS SYSTEMS	51,492.76
TRADITION COMMUNITY ASSOC.	49,329.00
CITY OF GAINESVILLE	48,562.91
TIPPINS CONTRACTING CO INC	48,269.29
A & B STUCCO INC-CENTRAL FLORIDA	48,230.00
RENS PLUMBING INC-CENTRAL FLORIDA	48,220.55
SIGNATURE CONTRACTORS INC	47,570.20
B SHEA INC-CENTRAL FLORIDA	47,450.00

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

DIGISCRIBE INC	47,383.43
AMERICAN WOODMARK DBA TIMBERLAKE CABINET	47,263.00
DACOSTA SERVICES INC	45,959.22
PALMER ELECTRIC COMPANY	45,444.60
AMERICAN DOOR & MILL CO-CENTRAL FLORIDA	45,363.31
TOTAL BRICK PAVERS INC	44,832.60
MODULAR SPACE CORPORATION	44,393.84
SHEPPARD ELECTRIC-CENTRAL FLORIDA	44,378.80
COUNTERTOP STORE, THE	43,890.50
RELIABLE ROOFING	43,025.00
THOMAS & HUTTON	42,507.45
TRADITION DEVELOPMENT	42,000.00
SOUTHERN STYLE CONSTRUC-CENTRAL FLORIDA	41,914.00
CCI SITE DEVELOPMENT	40,789.00
QUALITY SOD OF THE	39,495.00
GROSSWALD, DANIEL	39,298.08
MACTEC ENGINEERING	38,524.61
MARTYS DRYWALL SERVICE INC-CF	38,500.40
NEXTEL	38,267.02
GRAVES FIREPLACES INC	37,676.58
STONE PRODUCTS LLC-CENTRAL FLORIDA	37,385.00
PRIVATE GARDEN GREENHOUSE SYSTEMS INC	37,122.50
SOUTHERN BUILDING PRODUCTS	36,872.00

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

SOLID SURFACE SPECIALTIES	36,615.00
MILLENNIUM ELECTRICAL-NORTH FLORIDA	36,418.00
WANHA NEW CONSTRUCTION SERVICES	36,403.00
HGO DOOR & TRIM INC-CENTRAL FLORIDA	36,255.79
T&T MASONRY	36,234.06
SHENDELL & POLLOCK P L	36,042.45
VERIZON WIRELESS	35,854.88
MCGOWAN'S HEATING & A/C-NORTH FLORIDA	35,678.20
BARTIMAEUS INC	35,435.46
GALE INSULATION-CENTRAL FLORIDA	35,342.05
FOGLEMAN BUILDERS SUPPLY-NORTH FLORIDA	35,253.00
TRICITY INSULATION-NORTH FLORIDA	35,250.00
IMPIRE CORPORATION	34,660.00
SAINT JOHN'S COUNTY UTILITY DEPT	33,701.12
AB MANSELL WEST LLC	33,404.50
GHB CONTRACTORS, INC.	33,395.00
PROMAXIMA MANUFACTURING LTD	33,062.90
WILSON INSULATION GROUP	32,893.00
LAKE CTY BD OF CTY COMMISSIONERS	32,373.02
AMERICAN DOOR & MILL CO-NORTH FLORIDA	32,195.23
INTERNATIONAL MARBLE INDUSTRIES INC	31,981.80
LANIER CONTRACTING COMPANY	31,770.00
GENERAL ELECTRIC CO-NORTH FLORIDA	31,503.68

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

KING PAINTING CONTRACTORS	31,394.23
GAMETIME	31,137.00
HD SUPPLY CONST SUPPLY (HARDWARE)	31,088.56
ROGER FRY, ARCHITECT	30,610.62
CREATIVE MAILBOX & SIGN-CENTRAL FLORIDA	30,151.20
TRAVIS PRUITT & ASSOCIATES INC	30,100.00
ADVANTAGE GLASS-CENTRAL FLORIDA	30,011.50
CASCADES AT SARASOTA	30,000.00
K&B DRYWALL & PAINTING-CENTRAL FLORIDA	29,792.25
ENERGY AIR INC-CENTRAL FLORIDA	29,756.31
IT LAND ASSOCIATES LLC	29,492.00
RELIABLE ROOFING-CENTRAL FLORIDA	29,083.00
CITY OF PORT ST LUCIE	28,523.24
ZENO OFFICE SOLUTIONS	28,207.85
AMERICAN KITCHENS INC-CENTRAL FLORIDA	28,112.50
GARAGE DOOR SALES	28,095.10
ADVANCED DRILLING & BLASTING LLC	27,843.00
NORTH GEORGIA BRICK	27,783.64
JACKSON EMC	27,729.00
WEST ORANGE NURSERIES	27,337.49
GULF WESTERN ROOFING	27,197.00
EMBARQ	27,057.34
WCA WASTE CORPORATION-CENTRAL FLORIDA	26,932.05

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

RJM PLUMBING	26,891.50
MELCO ELECTRIC INC	26,874.00
BUILDING PREP SERVICES LLC	26,589.36
MID FLORIDA POOLS &	26,053.50
FERGUSON ENTERPRISES INC	25,854.17
STRAIGHT UP FENCE	25,849.00
HD SUPPLY ELECTRICAL FKA HUGHES	25,597.69
AMERICAN WOODMARK CORP DBA TIMBERLAKE-CF	25,393.90
CPT OF S FLA, INC	25,312.88
A.B. DESIGN GROUP, INC	25,236.25
SOLIDTOP SPECIALISTS INC	25,232.16
HOLIDAY POOLS OF WEST FLORIDA INC	25,221.00
CLEAR CHANNEL OUTDOOR	25,027.84
POOL PEOPLE WEST INC, THE	24,861.00
SOUTHEAST FIRE PROTECTION LLC	24,762.62
KAPPES ELECTRIC CORPORATION	24,431.00
HERITAGE FIREPLACES, INC	24,376.00
LEE COUNTY BOARD OF COUNTY COMMISSIONERS	24,330.60
MCCOLLUM'S ALUMINUM	24,264.35
RT MOORE COMPANY INC-CENTRAL FLORIDA	24,187.63
BIANCHI & COMPANY INC	23,921.00
WEINSTOCK & SCAVO, PC	23,773.00
PRIME DRYWALL & PAINTING INC	23,356.60

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

CITY OF ST.CLOUD	22,900.08
WOODMAN GUTTERS	22,557.00
A-1 BUILDING COMPONENTS PIERCE ARCHITECTURAL	21,999.00
FEDERAL EXPRESS CORP	21,809.00
FEDERAL EXPRESS CORP	21,792.79
COLEMAN FLOORS-SW FL	21,373.00
STONE FUZION, INC	21,244.00
TRADITION IRRIGATION	21,170.37
CREATIVE CURBS DRIVES	21,081.60
ALL GEORGIA EXTERIORS INC	21,055.00
GRAVES OVERHEAD DOORS	20,421.49
CBS OUTDOOR	20,183.00
BUSINESS PRINTING	20,127.71
ZNS ENGINEERING LC	19,959.71
RITZ CONSTRUCTION CO OF	19,383.55
FIRST COAST RAINGUARD-NORTH FLORIDA	19,284.00
HEWITT ENVIRONMENTAL-CENTRAL FLORIDA	19,260.00
SALVATORE MASTRELLI	19,141.20
PAVING STONE CONCEPTS INC	19,104.00
SOUTHERN CURB, INC	19,077.20
MID CONTINENT CABINETRY-CENTRAL FLORIDA	18,903.30
JADE HOME DECOR, INC-SOUTH FL	18,801.50
NUCCIO HEATING & AIRCONDITIONING INC-CF	18,599.86

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

DEL-AIR ELECTRICAL	18,507.83
ORLANDO UTILITIES	17,950.34
GRAND STRAND WATER & SEWER AUTHORITY	17,748.96
RUDEN, MCCLOSKEY, SMITH	17,713.34
COX LUMBER CO DBA HD SUPPLY LBM	17,549.00
HORRY TELEPHONE COOPERATIVE INC	17,468.09
ADAMS REMCO INC	17,285.56
SIMONIK TRANSPORTATION & WAREHOUSEING LL	17,096.22
INTERNET BROADCASTING SYSTEMS	17,090.70
KIRKSEY CONSTRUCTION	17,030.00
AMERICAN EXPRESS	17,006.96
PROLINE VACTOR SERVICES	16,972.50
AMERICAN RESIDENTIAL PRODUCTS-NORTH FL	16,928.29
CARTER-PRITCHETT	16,760.00
CARR ROOFING INC-NORTH FLORIDA	16,416.00
SAINT LUCIE COUNTY	16,405.20
TOWN HALL AMENITIES CENTER ASSOC INC	16,370.00
SUNBELT RENTALS INC	16,154.22
COMMON GROUNDS INC	16,153.00
CBS BUILDERS SUPPLY INC-CENTRAL FLORIDA	16,041.56
RIKMAR CONSTRUCTION-CENTRAL FLORIDA	15,967.25
CITY OF PORT SAINT LUCIE UTILITY SYSTEMS	15,939.22
Kameron Kaviani	15,812.00

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.

2. All payments less than \$10,000 have been excluded from this exhibit.

3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

SIGNATURE CLOSETS INC	15,758.09
GASKINS SURVEYING CO INC	15,743.16
STEVEN STRATTON INC	15,675.00
SUPERIOR POOLS, SPAS & WATERFALLS INC	15,660.00
JJR CONSTRUCTION CO	15,644.00
LAMAR COMPANIES, THE	15,539.25
PROGRESSIVE LIGHTING INC	15,452.44
84 LUMBER COMPANY LP-CENTRAL FLORIDA	15,360.92
STOCK BUILDING SUPPLY-CENTRAL FLORIDA	15,116.21
BAILEY INDUSTRIES INC	15,115.00
WASTE PRO OF FL-CENTRAL FLORIDA	14,936.77
DISTINCTIVE KITCHENS AND BATHS INC	14,664.00
HOME TOWN CABLE PLUS	14,466.71
CLEAN FIRST TIME INC-CENTRAL FL	14,409.31
MARKET4SITE, LLC	14,400.00
COVERALL WINDOWS OF FLORIDA -SFL	14,388.00
AMERICAN RESIDENTIAL PRODUCTS	14,169.99
A & F WASTE SERVICES INC	14,101.50
BUILDING INDUSTRY ASSOC	14,000.00
RANDAL LOWE ENTERPRISES	13,985.42
SUPERIOR FENCE & RAIL-CENTRAL FLORIDA	13,925.00
D & S DIVERSIFIED INC	13,879.60
MAROTTA ENTERPRISES INC-CENTRAL FLORIDA	13,686.40

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

LAWSON INDUSTRIES INC	13,440.00
CLASSIC CULTURED MARBLE INC	13,287.00
DOYLES MASONRY	13,173.00
ADVANCED DISPOSAL SRVCS	13,157.66
RP CLEANING SERVICE-CENTRAL FLORIDA	13,084.00
HASTING GARAGE DOOR-CENTRAL FLORIDA	13,041.00
NCG ARCHITECTS,INC.	12,909.00
TRIMCRAFT	12,733.53
HFS ORLANDO INC	12,724.20
PACESETTER PERSONNEL SRV	12,293.43
KC FRAMING-CENTRAL FLORIDA	12,151.00
BOBCAT EXCAVATING INC.	12,075.00
TILE & MARBLE BY VALENTIN INC	12,030.00
GREATER SOUTHERN HOME RECREATION	11,838.52
ARCADIS G&M INC	11,832.37
PRESTIGE LUMBER & SUPPLIES INC	11,674.56
JADE HOME DECOR INC-CENTRAL FL	11,593.14
CREATIVE TOUCH INTERIORS	11,569.37
SABAL SIGNS, INC.	11,320.80
ALLIED DOORS INC	11,256.50
LEVITT CORP FLEXIBLE	11,214.07
RANDALL RATHJEN INC-NORTH FLORIDA	11,173.00
CAROLINA HOME EXTERIORS-NORTH FLORIDA	11,165.00

1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.
2. All payments less than \$10,000 have been excluded from this exhibit.
3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.

EXHIBIT 9
Schedule of Potential Preference Payments

ACCURATE FENCE LLC	10,904.00
FEDERAL COMM. CONT. INC	10,867.50
ATMOS ENERGY INC	10,800.00
OUTLOOK MASONRY	10,687.92
MID STATE TRUSS COMPANY-CENTRAL FLORIDA	10,625.26
FLGRAPHIX INC	10,594.24
SWELL CONSTRUCTION CO.	10,500.00
DAUSON SUPPLY CORP	10,351.00
ROCHESTER & ASSOCIATES,	10,037.47
MERSINO DEWATERING, INC.	<u>10,000.00</u>
Total Payments	\$45,972,705.99

- 1. Payments made to customers and bankruptcy professionals have been excluded from this exhibit.*
- 2. All payments less than \$10,000 have been excluded from this exhibit.*
- 3. This schedule is non exhaustive and meant to be illustrative, and shall not preclude the Debtors, the Estate or other authorized person or entity from pursuing other avoidance actions.*

EXHIBIT 10
Plan Support Agreement

Plan Support Agreement

Levitt and Sons, LLC and its affiliated debtors (collectively, the "Debtors"), whose Chapter 11 cases are pending before the United States Bankruptcy Court for the Southern District of Florida, Ft. Lauderdale Division (the "Bankruptcy Court"), under Jointly Administered Case No. 07-19845-BKC-RBR, the Official Committee of Unsecured Creditors (the "Committee," with the Debtors, the "Plan Proponents") and Wachovia Bank, N.A. (the "Bank," with the Debtors and the Committee, the "Parties"), by and through their respective undersigned counsel, enter into this Plan Support Agreement (the "Agreement") as follows:

WHEREAS, Wachovia is a creditor of the Debtors and, pursuant to a final order of the Bankruptcy Court (D.E. 1335), has provided DIP financing to the Debtors;

WHEREAS, Presently before the Bankruptcy Court is the (i) Second Amended Disclosure Statement in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 4032), and (ii) Second Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 4033);

WHEREAS, The Bankruptcy Court preliminarily approved the Second Amended Disclosure Statement in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors as containing "adequate information" as contemplated by 11 U.S.C. § 1125(a)(1);

WHEREAS, Presently before the Bankruptcy Court is the Bank's Objection (D.E. 40409) to the Joint Motion (D.E. 4015) of the Debtors and the Committee seeking approval of the Second Amended Disclosure Statement and certain solicitation-related procedures (the "Procedures Motion");

WHEREAS, Presently before the Bankruptcy Court is the Bank's Objection to the Second Amended Disclosure Statement in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 4055) (the "First Wachovia Objection");

WHEREAS, Presently before the Bankruptcy Court is the Bank's Objection to the Proponents' First Amended Disclosure in Connection with First Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 3922) (the "Second Wachovia Objection," and together with the First Wachovia Objection, the "Wachovia Objections");

WHEREAS, The Bankruptcy Court has set a deadline of December 18, 2008 by which the Plan Proponents must file a further amended disclosure statement the adequacy of which, as contemplated by 11 U.S.C. § 1125(a)(1), will be a considered by the Bankruptcy Court on December 23, 2008;

WHEREAS, the Bankruptcy Court has tentatively set February 19-20, 2009 as the dates on which it will consider confirmation of the Second Amended Joint Liquidating Chapter 11 Plan for Debtors, as amended;

WHEREAS, the Parties, by and through their respective undersigned counsel, have resolved all of the outstanding issues between them and the agreements reached will be set forth in a further revised plan and disclosure statement to be filed with the Court by December 18, 2008. In light of this global resolution, the Parties agree:

1. The Bank has agreed to support confirmation of that certain Second Amended Disclosure Statement As Amended in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors, As Amended (the "Second Amended Disclosure Statement, As Amended"), and (ii) Second Amended Joint Liquidating Chapter 11 Plan for Debtors, As Amended (the "Second Amended Plan, As Amended") to be filed no later than December 18, 2008, each of which incorporate the agreements between the Plan Proponents and the Bank. The Bank will not file an objection to the Second Amended Plan As Amended, or to the Second Amended Disclosure Statement As Amended.

2. The Bank will (a) file notices of withdrawal of (i) its Objection to the Procedures Motion, and (ii) the Wachovia Objections, no later than the date the Second Amended Disclosure Statement, As Amended, is approved by the Bankruptcy Court; (b) cast Ballots to accept the Second Amended Plan, As Amended, for Debtors for each and every of its secured and unsecured claims (with the caveat that Bank has the right to elect to opt-out of the Third Party Release and Injunction for each of those claims); and (c) use its best efforts to assist the Plan Proponents in seeking and obtaining (i) a finding that the Second Amended Disclosure Statement, As Amended, contains "adequate information" as contemplated by 11 U.S.C. § 1125(a)(1), (ii) confirmation of the Second Amended Plan, As Amended, and (iii) order(s) overruling any objections that may be filed by any other creditor or party in interest to the Second Amended Plan, As Amended, to the extent any of the foregoing directly relate to Wachovia Bank, the Wachovia Debtors, or the Wachovia Collateral.

3. The Parties shall cooperate with each other in carrying out the terms of this Agreement.

[signatures begin on following page]

Plan Support Agreement

Levitt and Sons, LLC and its affiliated debtors (collectively, the "Debtors"), whose Chapter 11 cases are pending before the United States Bankruptcy Court for the Southern District of Florida, Ft. Lauderdale Division (the "Bankruptcy Court"), under Jointly Administered Case No. 07-19845-BKC-RBR, the Official Committee of Unsecured Creditors (the "Committee," with the Debtors, the "Plan Proponents") and Wachovia Bank, N.A. (the "Bank," with the Debtors and the Committee, the "Parties"), by and through their respective undersigned counsel, enter into this Plan Support Agreement (the "Agreement") as follows:

WHEREAS, Wachovia is a creditor of the Debtors and, pursuant to a final order of the Bankruptcy Court (D.E. 1335), has provided DIP financing to the Debtors;

WHEREAS, Presently before the Bankruptcy Court is the (i) Second Amended Disclosure Statement in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 4032), and (ii) Second Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 4033);

WHEREAS, The Bankruptcy Court preliminarily approved the Second Amended Disclosure Statement in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors as containing "adequate information" as contemplated by 11 U.S.C. § 1125(a)(1);

WHEREAS, Presently before the Bankruptcy Court is the Bank's Objection (D.E. 40409) to the Joint Motion (D.E. 4015) of the Debtors and the Committee seeking approval of the Second Amended Disclosure Statement and certain solicitation-related procedures (the "Procedures Motion");

WHEREAS, Presently before the Bankruptcy Court is the Bank's Objection to the Second Amended Disclosure Statement in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 4055) (the "First Wachovia Objection");

WHEREAS, Presently before the Bankruptcy Court is the Bank's Objection to the Proponents' First Amended Disclosure in Connection with First Amended Joint Liquidating Chapter 11 Plan for Debtors (D.E. 3922) (the "Second Wachovia Objection," and together with the First Wachovia Objection, the "Wachovia Objections");

WHEREAS, The Bankruptcy Court has set a deadline of December 18, 2008 by which the Plan Proponents must file a further amended disclosure statement the adequacy of which, as contemplated by 11 U.S.C. § 1125(a)(1), will be a considered by the Bankruptcy Court on December 23, 2008;

WHEREAS, the Bankruptcy Court has tentatively set February 19-20, 2009 as the dates on which it will consider confirmation of the Second Amended Joint Liquidating Chapter 11 Plan for Debtors, as amended;

WHEREAS, the Parties, by and through their respective undersigned counsel, have resolved all of the outstanding issues between them and the agreements reached will be set forth in a further revised plan and disclosure statement to be filed with the Court by December 18, 2008. In light of this global resolution, the Parties agree:

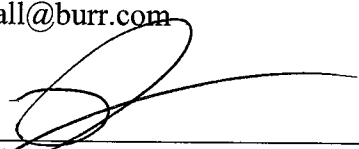
1. The Bank has agreed to support confirmation of that certain Second Amended Disclosure Statement As Amended in Connection with Second Amended Joint Liquidating Chapter 11 Plan for Debtors, As Amended (the "Second Amended Disclosure Statement, As Amended"), and (ii) Second Amended Joint Liquidating Chapter 11 Plan for Debtors, As Amended (the "Second Amended Plan, As Amended") to be filed no later than December 18, 2008, each of which incorporate the agreements between the Plan Proponents and the Bank. The Bank will not file an objection to the Second Amended Plan As Amended, or to the Second Amended Disclosure Statement As Amended.

2. The Bank will (a) file notices of withdrawal of (i) its Objection to the Procedures Motion, and (ii) the Wachovia Objections, no later than the date the Second Amended Disclosure Statement, As Amended, is approved by the Bankruptcy Court; (b) cast Ballots to accept the Second Amended Plan, As Amended, for Debtors for each and every of its secured and unsecured claims (with the caveat that Bank has the right to elect to opt-out of the Third Party Release and Injunction for each of those claims); and (c) use its best efforts to assist the Plan Proponents in seeking and obtaining (i) a finding that the Second Amended Disclosure Statement, As Amended, contains "adequate information" as contemplated by 11 U.S.C. § 1125(a)(1), (ii) confirmation of the Second Amended Plan, As Amended, and (iii) order(s) overruling any objections that may be filed by any other creditor or party in interest to the Second Amended Plan, As Amended, to the extent any of the foregoing directly relate to Wachovia Bank, the Wachovia Debtors, or the Wachovia Collateral.

3. The Parties shall cooperate with each other in carrying out the terms of this Agreement.

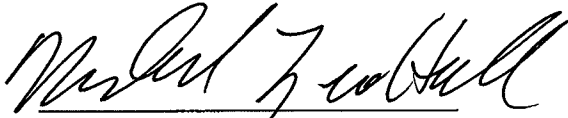
[signatures begin on following page]

Michael L. Hall, Esq.
Burr and Forman LLP
Attorneys for Wachovia Bank, N.A.
3400 Wachovia Tower
420 North 20th Street
Birmingham, AL 35205
mhall@burr.com




Paul J. Battista, Esq.
Genovese Joblove & Battista, P.A.
Attorneys for the Committee
Bank of America Tower
100 S.E. 2nd Street, 44th Floor
Miami, FL 33131
pbattista@gjb-law.com

Paul Steven Singerman, Esq.
Berger Singerman, P.A.
Attorneys for the Debtors
200 S. Biscayne Blvd., Suite 1000
Miami, FL 33131
singerman@bergersingerman.com



Michael L. Hall, Esq.
Burr and Forman LLP
Attorneys for Wachovia Bank, N.A.
3400 Wachovia Tower
420 North 20th Street
Birmingham, AL 35205
mhall@burr.com

Paul J. Battista, Esq.
Genovese Joblove & Battista, P.A.
Attorneys for the Committee
Bank of America Tower
100 S.E. 2nd Street, 44th Floor
Miami, FL 33131
pbattista@gjb-law.com

for 
Paul Steven Singerman, Esq.
Berger Singerman, P.A.
Attorneys for the Debtors
200 S. Biscayne Blvd., Suite 1000
Miami, FL 33131
singerman@bergersingerman.com