

IN THE CIRCUIT COURT OF THE
18TH JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

In re:

Assignment for the Benefit of Creditors of
AMERICA'S FIRST HOME, LLP
a Florida limited liability partnership,

CASE NO. 07-CA-4379-16-L

Assignor,

To:

LEWIS B. FREEMAN,

Assignee.

**MOTION BY ASSIGNEE FOR ORDER AUTHORIZING REJECTION
OF UNEXPIRED LEASE WITH DOUGLAS HOLDINGS, LLC
NUNC PRO TUNC TO FEBRUARY 1, 2008**

Assignee, Lewis B. Freeman, by and through undersigned counsel hereby moves, pursuant to Florida Statute Section 727.108(5), to reject an unexpired nonresidential real property lease with Douglas Holdings, LLC (the "Lease") and, in support thereof, states as follows:

1. On December 21, 2007, America's First Home, LLP ("Assignor"), executed an assignment ("Assignment") in favor of Assignee whereby it assigned all of its assets ("Assets") to Lewis B. Freeman (the "Assignee") to be liquidated for the benefit of creditors.
2. Pursuant to Florida Statute Section 727.108(5), the assignee shall "[t]o the extent reasonable in the exercise of the assignee's business judgment, reject an unexpired lease of nonresidential real property or of personal property under which the assignor is the lessee."

3. The Assignee has reviewed its unexpired Leases and has determined that the Lease of commercial space at 365 Douglas Avenue, Altamonte Springs, Florida 32714 with landlord Douglas Holdings, LLC is no longer necessary and should be rejected.

4. The Assignee vacated the leased commercial space on February 1, 2008.

5. Pursuant to Florida Statute Section 727.112(6), the rejection of the Lease may result in unsecured claims against the estate. Creditors are required to file a proof of claim by delivering the claim to the Assignee within 120 days from the filing date unless for cause shown. See, Florida Statute Section 727.112(2).

6. Nothing contained herein is intended or should be construed as an admission or waiver as to: (i) the enforceability of the Lease; (ii) whether the Lease constitutes a true lease or a disguised finance arrangement; or (iii) the validity of any claims asserted against the Assignee arising from or related to the Lease, including but not limited to administrative claims for rent. The Assignee expressly reserves its right to dispute any and all claims asserted under or relating to the Lease or this motion.

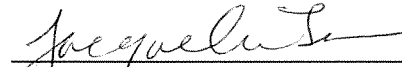
7. Although the Assignee attempted to reach a consensual resolution with counsel for Douglas Holdings, LLC with regard to the rejection of the Lease, any asserted administrative claims the landlord may have incurred, and any asserted statutory liens, the parties were unable to reach a consensual resolution.

8. It should be noted that Chapter 727.111 does not specify that notice is required for a motion to reject leases, pursuant to Florida Statute Section 727.108(5). Florida Statute Section 727.111(9) provides that “[w]herever notice is not specifically required to be given under this Chapter, the court in its discretion may consider motions and grant or deny relief without notice or hearing”.

WHEREFORE, the Assignee respectfully requests the Court enter an order: (i) authorizing the rejection of the Lease *nunc pro tunc* to February 1, 2008; and (ii) granting such other and further relief as the Court deems just or proper in the circumstances.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by fax and/or electronic mail and first-class United States mail, postage prepaid, to: Lewis B. Freeman, c/o Daniel Stermer, 6600 NW 16th Street, Suite 11, Plantation, FL 33313; Peter N. Hill, Esq., Wolff, Hill, McFarlin & Herron, PA, a/f Douglas Holdings, LLC, 1851 W Colonial Drive, Orlando, FL 32804 ; and all parties who have filed a notice of appearance this 7th day of February 2008.



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