

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)
)
ATLANTIC GULF COMMUNITIES CORP.,) Case No. 01-01594
 Debtor.) Jointly Administered
_____)

OPINION¹

This matter is before the Court on the Motion of the chapter 7 Trustee of Atlantic Gulf Communities Corporation (the "Debtor") to approve the termination of an escrow account established for the protection of New York consumers and the turnover of the remaining escrow funds to the estate. The Motion is opposed by the New York State Department of State (the "Department"). For the reasons stated below, the Court will grant the Motion in part.

I. **BACKGROUND**

General Development Corporation ("GDC") was incorporated in Delaware in 1928 and began homesite and community development in Florida beginning in 1955. In order to sell subdivided land to residents of New York state, GDC was required to register the land and to deposit certain funds into an escrow account (the "Escrow"). Under the terms of the Escrow Agreement dated

¹ This Opinion constitutes the findings of fact and conclusions of law of the Court pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure, which is made applicable to contested matters by Rule 9014 of the Federal Rules of Bankruptcy Procedure.

September 7, 1976, GDC was authorized to withdraw funds from the Escrow upon certification by a licensed engineer that water and sewer facilities had been built for the communities in which the registered homesites were located. (Exh. T-1 at ¶ 3.)² The Escrow was funded by GDC from a portion of the monthly payments made by the homesite buyers. Prior to 1990, GDC expended considerable funds (in excess of \$245 million according to the Debtor's books and records) in constructing water and sewer facilities.

In 1990, GDC and certain of its affiliates filed a petition under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Southern District of Florida. A plan of reorganization (the "Plan") was confirmed in that case on March 27, 1992, pursuant to which GDC was renamed the Debtor. (Exh. T-14.) During that bankruptcy case, lot purchasers were given the opportunity to trade lots in undeveloped communities for lots in developed communities which had water and sewer facilities. (Exh. T-13 at p.72.)

² The Escrow Agreement was amended several times: on May 5, 1978, to permit the Debtor to withdraw funds relating to cancelled contracts; in March, 1992, to permit distribution to lot purchasers whose contracts were rejected by the Debtor in its first bankruptcy case; and in December, 1994, to allow a distribution from the Escrow to the City of Port St. Lucie which took over the obligation of the Debtor to provide water and sewer facilities.

Subsequent to emerging from bankruptcy, the Debtor ceased selling individual lots and instead sold its remaining property on a wholesale basis to other developers. The Debtor's utility subsidiary was dissolved, and, in several instances, eminent domain proceedings were commenced which resulted in the local government authorities acquiring the Debtor's existing water and sewer facility property, together with the obligation to provide such services to the homesites. (Exh. T-10.) All the communities' utilities are now under the control of the local authorities and the Debtor has no ability to construct water or sewer facilities in those communities. (Exh. T-9.)

On May 1, 2001, the Debtor filed a voluntary petition under chapter 11 in this District. The case was subsequently converted to chapter 7 on June 18, 2002, and Michael B. Joseph was appointed the chapter 7 trustee ("the Trustee"). The Trustee entered into an agreement (the "Liquidation Agreement") with the Debtor's secured creditors (the "Lenders"), whereby the Trustee agreed to liquidate the Debtor's remaining assets and certain of the sale proceeds were made available to pay chapter 7 administrative expenses and to fund a distribution to unsecured creditors. The Liquidation Agreement was approved by the Court on November 19, 2002. Since that time, the Trustee has liquidated substantially all the assets of the estate.

On November 23, 2005, the Trustee filed the Motion of the Chapter 7 Trustee to Approve Form of Notice and for Approval of

Termination of the Escrow (the "Motion"). The Court directed the Trustee to give notice to the approximately 9,000 lot purchasers who had funds deposited into the Escrow of the Trustee's request that the Escrow be terminated and the funds turned over to the Debtor's estate for distribution to creditors. The lot purchasers were instructed to file any claim they had to the balance reflected in their individual accounts.

Approximately 350 lot purchasers objected to the Motion and/or filed a claim asserting entitlement to the escrow funds attributable to their lot. The Trustee determined that many of them were qualified for a refund from the Escrow (totaling approximately \$300,000). (Exhibits T-5 & T-6.) The Trustee seeks the balance of the Escrow (approximately \$8.5 million) for the estate. The Lenders support the Trustee's Motion and assert that their blanket lien on all the assets of the Debtor encompasses the Debtor's interest in the Escrow.

The remaining objection to the Motion was filed by the Department which disputes the Trustee's ability to terminate the Escrow and/or the Trustee's entitlement, if the Escrow is terminated, to the funds remaining in that account. An evidentiary hearing on this objection was held on October 3, 2006. Post-trial briefs were submitted by the parties on October 17, 2006. The matter is ripe for decision.

II. JURISDICTION

The Court has subject matter jurisdiction over this contested matter. 28 U.S.C. § 157(b)(1). This is a core matter. 28 U.S.C. § 157(b)(2)(K), (N) & (O).

III. DISCUSSION

A. Standing of the Department

The Trustee argues, in his post-trial brief, that the Department does not have standing to be heard on the request for turnover of the funds in the Escrow. He states that the Department is not a signatory to the Escrow Agreement, nor an intended beneficiary of the Escrow. As a result, he argues, the Department has no right to enforce the Escrow Agreement. See, e.g., M.E.W.N., Inc. v. Vill. of Roslyn Estates, 432 N.Y.S.2d 115, 116 (N.Y. App. Div. 1980) (concluding that where parties to contract did not intend to benefit third party, latter had no right to enforce the contract); Flemington Nat'l Bank & Trust Co. v. Domler Leasing Corp., 410 N.Y.S.2d 75,77 (N.Y. App. Div. 1978) (stating that contract must have intent to benefit third party beneficiary for it to have right to enforce contract).

The Trustee notes that the intent of the Escrow Agreement is evident from the first page where it states:

WHEREAS, it is mutually understood and agreed by the parties to this Agreement that this Agreement is entered into at the direction of DEPARTMENT for the purpose of protecting the Purchasers of the above described subdivided lands in the event [THE DEBTOR]

fails to complete the construction of the improvements as hereinafter described, and to induce DEPARTMENT to register said subdivided lands

(Exh. T-7 at p. 1.)

The Trustee further argues that to the extent the Department seeks to protect the interests of the beneficiaries of the Escrow, the lot purchasers, that right is limited. For example, the Trustee asserts that the lot purchasers who already sold their lots can no longer have any interest in the Escrow. Others who participated in the exchange program no longer have any interest in the Escrow as they now own a lot which has utilities. Further, those lot purchasers who filed claims in this case in response to the Trustee's Motion will be paid their respective amounts from the Escrow. Therefore, the Trustee contends that the Department really has no one to represent.

The Court agrees with the Trustee to a limited extent. With respect to the lot purchasers who have filed a claim for return of their funds, the Department has no standing to be heard as they are adequately representing their own interests. With respect to the lot purchasers who have established entitlement to the funds in the Escrow, the Trustee and the Lenders agree to release of the funds to them. Though the Department does not expressly agree to this, in the past (in connection with the first bankruptcy case) it has permitted release of the Escrow funds to lot purchasers. (Exh. T-7, Amendment to Escrow Agreement dated March 18, 1992.) In this case, the evidence

established that there are 346 lot purchasers in this category who are entitled to \$292,140 from the Escrow. (Exhs. T-5 & T-6.) The Court will direct distribution of those funds from the Escrow to them.

Further, with respect to lot purchasers who have sold their lots, the Court concludes that the Department has no standing to represent them. Those lot purchasers no longer have any interest in whether water and sewer services are being provided to that lot and therefore have no further equitable interest in the Escrow. Evidence was presented that only approximately 38% of the original lot purchasers (with funds in the Escrow of \$2,392,025.16) are still the recorded owners of their lots. (Exh. L-1.) The others have apparently sold their lots. Consequently, the Court concludes that the estate is entitled to the funds to which there can be no claim by the original lot purchasers (\$3,499,161.83).

In addition, there are funds in the Escrow in excess of the funds attributable to New York lot purchasers. An analysis of the bank records by the Trustee revealed that \$2,495,470 was erroneously placed in that account and is attributable to other non-New York lot purchasers (\$2,235,397) or represents the Debtor's funds that were erroneously put into the account (\$260,073). The Department did not dispute this evidence. Accordingly, the Court will direct the release of those funds to the Trustee for distribution to creditors in accordance with the

priorities of the Bankruptcy Code.

Therefore, the amount in controversy in this case to which New York lot purchasers have a claim is really only \$2,393,525.17.³ The Court concludes that as to those lot purchasers, however, the Department does have standing to be heard. Though the Escrow Agreement does not make the Department a beneficiary of the Escrow, it does provide that the Department is to provide instructions regarding whether funds may be distributed to the Debtor from the Escrow. For example, the Escrow Agreement provides that the Department's consent is necessary to release funds when the Debtor certifies that a portion of the water and sewer facilities have been constructed. (Id. at ¶ 3.)⁴ More importantly, the Escrow Agreement provides that:

[I]f there be a default in completion of the above mentioned improvements, to the extent that will not entitle [THE DEBTOR] to withdraw such funds, [THE ESCROW AGENT] shall hold and pay said funds, pursuant to instructions to be given to [THE ESCROW AGENT] by the DEPARTMENT.

(Id. at ¶ 8.) Consequently, the Court concludes that the Department does have standing under the terms of the Escrow

³ These figures are as of December 31, 2004, when the Trustee analyzed the accounts. To the extent interest has been earned on the funds since that time, the interest should be allocated pro rata to the respective parties to whom the Escrow is being distributed. (See Exh. T-7 at ¶ 13.)

⁴ The funds can be released, however, if the consent is not received within twenty days of the certification being provided to the Department. (Exh. T-7 at ¶ 3.)

Agreement to be heard on the issue of the distribution of the remaining Escrow funds with respect to the original lot purchasers for whom the Debtor did not provide water and sewer services.

B. Property of the Estate

The Trustee argues that the funds deposited into the Escrow are property of the Debtor's estate under section 541 and that consequently he is entitled to an order directing their turnover pursuant to section 542. The Trustee notes that the funds deposited into the Escrow were originally the Debtor's property. The Trustee contends that, under New York law, the Debtor retained an interest in the Escrow.⁵ In fact, the Trustee argues, legal title to the escrowed funds remained in the Debtor because "'under New York law legal title to property placed in escrow remains with the grantor until the occurrence of the condition specified in the escrow agreement'." Cohen v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.), 138 B.R. 687, 710 (Bankr. S.D.N.Y. 1992) (quoting Hassett

⁵ The parties agree that New York law applies and that under New York law an escrow was created. (Escrow Agreement at ¶ 10.) Under New York law, An escrow is a written agreement that imports a legal obligation to deposit an instrument or property by the promisor with a third party to be kept by the latter in the capacity of depository or escrowee until the performance of a condition or happening of an event, which then is to be delivered by escrow agent to the promisee. Nat'l Union Fire Ins. Co. v. Proskauer Rose Goetz & Mendelsohn, 634 N.Y.S.2d 609, 614 (N.Y. Sup. Ct. 1994).

v. Blue Cross and Blue Shield of Greater New York (In re O.P.M. Leasing Servs., Inc.), 46 B.R. 661, 667 (Bankr. S.D.N.Y. 1985). See also Alexander v. Quality Leather Goods Corp., 269 N.Y.S. 499, 500 (N.Y. Sup. Ct. 1934) (holding that party which deposited stock into escrow retained all the rights of ownership until the purchase price was paid); Press v. Marvalon Indus., Inc., 422 F. Supp. 346, 349 (S.D.N.Y. 1976) (noting that a party who deposits property into escrow retains a right to the property and the incidents of ownership until the escrow conditions are met); Fisher v. New York City Dep't of Hous. Pres. and Dev. (In re Pan Am Trading Corp., S.A.), 125 B.R. 869, 878 (Bankr. S.D.N.Y. 1991) (stating that a depositor of funds in escrow "retains a right to the funds and incidents of ownership until the conditions of the escrow agreement are fulfilled").

The Trustee notes that the Debtor was also the grantee of the Escrow because it was the Debtor to whom the funds were to be paid upon completion of the water and sewer systems. Thus, he argues the Debtor's estate has both legal title and an equitable interest in the funds. Because the purpose of the Escrow has been substantially met and the Debtor is unable to do anything further to assure its completion, the Trustee argues that the funds should be returned to the estate.

The Lenders agree and further assert that they have a security interest in all the estate's assets, including the Escrow. They argue that the Department is seeking to take their

property interest without just compensation which should not be permitted.

The Department argues to the contrary. It distinguishes the cases cited by the Trustee as dicta or not applying New York law. The Department further contends that in construing New York law, courts have consistently held that assets held in escrow are not property of a debtor's estate. See, e.g., TTS, Inc. v. Citibank, N.A. (In re TTS), 158 B.R. 583, 585-87 (D. Del. 1993) (holding that while debtor retained legal and some equitable interest in funds placed in escrow, the greater equitable interest of the other grantee compelled a conclusion that the funds were not property of the estate); Musso v. N. Y. State Higher Educ. Servs. Corp. (In re Royal Bus. Sch., Inc.), 157 B.R. 932, 941 (Bankr. E.D.N.Y. 1993) (noting that many courts hold that an escrow account may never be property of the estate, court denied turnover request of trustee where debtor had only a contingent interest in escrow account as opposed to superior equitable interest of the grantee); O.P.M. Leasing, 46 B.R. at 667-68 (concluding that property held in escrow is not property of the estate because for escrow to be valid the property must be irrevocably placed outside the grantor's control). Consequently, the Department argues, only the Debtor's contingent right to the possible return of some or all of the escrowed assets can be considered property of the estate. See, e.g., TTS, 158 B.R. at 587; O.P.M. Leasing, 46 B.R. at 667. See also 11 U.S.C. §

541(d).

The Trustee and Lenders similarly seek to distinguish the cases cited by the Department, noting that none of them involved the situation at bar: where the Debtor is both the grantor and grantee of the escrow. Being the grantor (the one who provided the funds for the escrow), the Debtor retained legal title to the funds. As the grantee (the one to whom the funds would ultimately be paid), the Debtor had an equitable interest in the funds.

The Court concludes that this is not dispositive of the issue, however. See, e.g., Creative Data Forms, Inc. v. Pa. Minority Bus. Dev. Auth. (In re Creative Data Forms, Inc.), 72 B.R. 619, 620 (E.D. Pa. 1985) (concluding that escrow was not property of the estate although debtor was both grantor and grantee). The issue is whether the Debtor has a present right to the funds in Escrow. In this case, the Debtor was only a contingent grantee; that is, the Debtor was only entitled to the funds in the Escrow when it fulfilled the condition of constructing the water and sewer facilities.

The Department notes further that it is not correct that the Debtor holds both legal title and all equitable interest in the Escrow. Rather, it contends that the Court needs to examine the Escrow Agreement to determine exactly what rights the Debtor has to those funds. When it does so, the Department argues that the Court must conclude that the estate is not entitled to turnover

of the Escrow. It cautions that the Debtor's estate acquired no greater interest in the Escrow than the Debtor had prior to the bankruptcy filing. Drexel Burnham, 138 B.R. at 710 ("Section 541 'is not intended to expand the debtor's rights against others more than they exist at the commencement of the case'." (citations omitted)).

The Department argues that where an escrow is established as an assurance or guarantee fund, like the one in this case, courts have consistently found that the escrowed funds are not property of the estate. See, e.g., Creative Data, 72 B.R. at 623-24 (affirming decision of bankruptcy court that escrow was not property of the estate); In re Simon, 167 F. Supp. 214, 215 (E.D.N.Y. 1958) (holding that escrow for payment of taxes and insurance was not property of the estate); Cedar Rapids Meats, Inc. v. Hager (In re Cedar Rapids Meats, Inc.), 121 B.R. 562, 567 (Bankr. N.D. Iowa 1990) (noting that while courts are divided on whether escrow funds are property of the estate, under Iowa law where escrow fund is to act as security or assurance of performance it is not property of the estate); Dynasty Express Corp. v. Kurtzman (In re Agsy, Inc.), 120 B.R. 313, 319 (Bankr. S.D.N.Y. 1990) (holding that escrow was not property of the estate of debtor/grantee); In re Palm Beach Heights Dev. & Sales Corp., 52 B.R. 181, 183 (Bankr. S.D. Fla. 1985).

The Department asserts that the Palm Beach case is particularly apposite. In that case the debtor, which was

engaged in retail land installment sales, had been required to establish a \$12.6 million escrow account by the Florida Division of Land Sales to assure that the debtor completed certain drainage and road improvement work promised to the land purchasers. The Palm Beach Court concluded that the escrow fund was not property of the estate:

Said fund is a trust or escrow to assure the completion of the road and drainage improvements on the property and only upon completion of the improvements, would debtor have any interest in the fund. Any claim, contingency or chose in action against the trust fund is the property of the estate but the fund itself is not. The debtor may not have any part of said fund until such time as the debtor establishes that all prior claims in the fund have been paid and that a residuum remains to which it is entitled.

52 B.R. at 183.

The Court agrees with the Department and the majority of courts who conclude that an escrow into which a debtor puts its property (or from which the debtor is entitled to payments after satisfying a condition) is not property of the estate. Section 541(d) supports this conclusion. It provides:

Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest . . . becomes property of the estate . . . only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

11 U.S.C. § 541(d). While it is true that the Debtor in this case has some equitable interest in the Escrow, it does not hold all equitable interests. Rather the lot purchasers too have an

equitable interest in the Escrow, which was established to assure that they receive lots with water and sewer facilities. The filing of the bankruptcy case by the Debtor was not sufficient to divest the lot purchasers of their interest in the Escrow. Therefore, section 541(d) compels the conclusion that the property acquired by the estate is no greater than what the Debtor had, namely the right to receive the Escrow funds when the water and sewer facilities have been completed. See, e.g., Drexel Burnham, 138 B.R. at 710; Creative Data, 72 B.R. at 623. Therefore, the Court concludes that the Escrow is not property of the estate, even though the contingent interest that the Debtor has in the Escrow is property of the estate. See, e.g., TTS, 158 B.R. at 587; O.P.M. Leasing, 46 B.R. at 667.

C. Collateral Attack on Confirmation Order

The Trustee further contends that it is not in breach of any obligation with respect to the construction of utilities because it was relieved of those duties as part of the Plan confirmed in the Florida bankruptcy case. (See Exh. T-14 at ¶ 20(a); Amendment to Homesite Purchase Agreement at ¶ 4.) The Lenders agree that as a result of the Florida bankruptcy case, the Debtor altered the rights of the lot purchasers and was released from any obligation to perform under the Escrow Agreement.

During the Florida bankruptcy case, the Debtor initially established a Homesite Program whereby lot purchasers whose lots did not have utilities could switch to developed lots with

utilities. This program was approved by the Bankruptcy Court on October 26, 1990. Further, in the Debtor's Plan, lot purchasers were again given the opportunity to exchange their lots for lots in communities where utility services were available and a trust was created with at least 400 improved lots for that purpose. (See Exh. T-13 at pp 8, 72.) The Plan also provided that the Debtor and its utility subsidiary would transfer certain condemnation proceeds to fund future utility obligations to lot purchasers. (Id. at 72.) If utilities were not provided from that fund, any lot purchaser could elect to switch to an improved lot. Additionally, any lot purchaser had the option to be treated as a general unsecured creditor. As a result of these provisions, the Lenders contend that the Debtor's obligation to provide utility services to lot purchasers was discharged and the Escrow (like all other property of the Debtor) was re-vested in the Debtor free and clear of any claims that the lot purchasers might have to it. 11 U.S.C. § 1141 (b) & (c). Consequently, the Lenders argue that the Department's objection to the Trustee's present motion is an impermissible collateral attack on the confirmation order entered by the Florida Bankruptcy Court.

The Department disagrees with the arguments of the Trustee and Lenders and, specifically with their characterization of the parties' duties under the Escrow Agreement. The Department notes that the language of the Escrow Agreement did not create any obligation to construct utilities or even any debt on the part of

the Debtor which could be discharged in bankruptcy. Rather, the Escrow Agreement created a fund to protect the lot purchasers in the event that the Debtor failed to construct the utilities. That Agreement gave the Debtor only a contingent interest in the escrowed funds: the condition to the Debtor's entitlement to the funds was the delivery of a certificate evidencing that water and sewer facilities were available to the lot purchasers. (Exh. T-7 at ¶ 3.) Therefore, the Department argues that the confirmation order entered by the Florida Bankruptcy Court did not "discharge" any debt or obligation of the Debtor with respect to the Escrow. This is confirmed, the Department notes, by the fact that after the Florida bankruptcy case was closed, the Debtor consistently acted in accordance with the Department's interpretation. For example, the Debtor sought the Department's authority to amend the Escrow Agreement to permit the transfer of funds from the Escrow to various governmental units in order to permit those entities to construct the required utilities. These include transfers to Hendry County and the City of Port St. Lucie in 1994 and to Charlotte County in 1998.

The Court agrees with the Department on this point. Because the Escrow was not property of the estate (see Part B above), the confirmation of the Debtor's Plan in the prior bankruptcy case did not re-vest the Escrow in the Debtor. Further, the Confirmation Order entered in the Debtor's prior bankruptcy case did not have any effect on the rights of the parties under the

Escrow Agreement. Specifically, it did not discharge the condition contained in the Escrow Agreement or give the Debtor unfettered access to the escrowed funds. There is nothing in the Plan or the Confirmation Order that purported to do so. (Exhs. T-13 & T-14.) Instead, the Disclosure Statement filed in that case stated that lot purchasers who continued to pay pursuant to their installment contracts but whose contracts were rejected or terminated by the Debtor would be entitled to a refund of their escrow funds, "subject to amending the escrow agreements to permit the release of funds from escrow." (See Exh. T-13 at p. 47.) Specifically, the Debtor's Plan did not provide that the Escrow would be released to the Debtor.

Thus, the Court concludes that the lot purchasers were not bound by the terms of that Plan to permit the release of the Escrow to the Debtor's estate. Rather the rights of the parties to the Escrow was not affected by the confirmation of that Plan (except with respect to the release of some funds as part of the transfer of property to the municipalities as specified in the Plan).

D. Impossibility of Performance

The Trustee further argues that the Debtor has been relieved of its obligations under the Escrow Agreement by virtue of the fact that the properties owned by the Debtor on which the water and sewer systems were to have been constructed have now all been condemned or transferred to the municipalities. Therefore, the

Trustee argues that the Debtor's performance under the Escrow Agreement is impossible and the Escrow Agreement has been terminated as a matter of law. See, e.g., A&S Trans. Co. v. County of Nassau, 546 N.Y.S.2d 109, 111 (N.Y. App. Div. 1989) ("[T]he law of impossibility provides that performance of a contract will be excused if such performance is rendered impossible by intervening governmental activities"); Moyer v. City of Little Falls, 510 N.Y.S.2d 813 (N.Y. Sup. Ct. 1986) (granting summary judgment in favor of plaintiff where government action rendered plaintiff's performance of a contract with defendant economically unfeasible); Metpath, Inc. v. Birmingham Fire Ins. Co. of Pa., 449 N.Y.S.2d 986, 989 (N.Y. App. Div. 1982) ("There is ample authority holding that where performance becomes impossible because of action taken by government, performance is excused.").

The Department argues that the impossibility of performance doctrine is not applicable in this case. It argues that the doctrine (also known as the frustration of purpose doctrine) is recognized as a defense to a breach of contract action; not as the basis for affirmative relief.

The doctrine of frustration of purpose is explained as follows:

Where after a contract is made, a party's principal purpose is substantially frustrated without his fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made, his remaining duties to render performance are

discharged, unless the language or the circumstances indicate the contrary.

Restatement (Second) of Contracts § 265 (1981). Thus three factors are necessary to invoke the doctrine: (1) the purpose that is frustrated must be the principal purpose of the contract; (2) the frustration of that purpose must not be the fault of the party seeking to be excused from performance; and (3) the occurrence of the event must not have been foreseen at the time of the contract's formation. (Id.)

The Department argues that the purpose of the Escrow Agreement was not to build the utilities but instead was to protect the New York lot purchasers if the utilities were not built. Therefore, it asserts that the condemnation by the municipalities did not frustrate the purpose of the Escrow Agreement. Further, the Department contends that the Debtor cannot say that it was not at fault for frustrating the purpose of the Escrow Agreement as it was the Debtor itself which was largely to blame for the failure to build the water and sewer systems. Finally, the Escrow Agreement clearly contemplated that the Debtor might not construct the utilities; in fact the purpose of the Escrow Agreement was to protect the lot purchasers in that very circumstance. Therefore, the Department argues that the Debtors may not invoke the doctrine of frustration of purpose to excuse their failure to perform the Escrow Agreement.

The Court agrees with the Department. The purpose of the Escrow Agreement was to protect the lot purchasers in just this eventuality, where the Debtor failed to construct the utilities as promised. The law of impossibility is only applicable where the government action was unforeseeable. A & S, 546 N.Y.S.2d at 459. In this case, the possibility that the Debtor would not perform (either through government action or otherwise) was foreseeable, and, therefore, the purpose of the Escrow Agreement has not been frustrated.

Further, even if the purpose of the Escrow Agreement was to have the utilities constructed, the Court concludes that it is through the Debtor's own fault that they were not constructed over the many years since the lots were sold to the New York residents. In fact, the Debtor's failure to perform was not only contemplated at the time the Escrow Agreement was executed, it was the reason that the funds were escrowed. That the municipalities finally condemned the property or otherwise took steps to take over the water and sewer systems may mean that the Debtor cannot construct the utilities today but it does not mean that the Debtor cannot protect the New York lot purchasers as the Escrow Agreement envisioned: by making funds available to them for that purpose. It would be inequitable for the Debtor to fail to perform its obligation to construct utilities and yet receive the money that was set aside to assure that the Debtor did perform.

Additionally, under New York law the doctrine of frustration of purpose can only be used as a defense, it cannot be used as a sword as the Trustee is seeking in this case. The Trustee is not using it as a defense to an action by a lot purchaser who is seeking to force performance by the Debtor's estate of its obligation to build a water or sewer facility. Rather, the Trustee is seeking to use the doctrine offensively to recover funds which were to be used to construct those facilities even though the Debtor never performed. This is not permissible. See, e.g., Sokoloff v. National City Bank, 204 N.Y.S. 69, 71 (N.Y. App. Div. 1924). As the Sokoloff Court stated:

This defense, however, only goes so far as to excuse the performance of an executory contract. It has never been held available for the purpose of unjustly enriching one party at the expense of the other. The utmost that the defendant can urge is that it be relieved from the performance of its agreement in so far as the agreement has been rendered impossible of performance, but on no principle can it be urged that the defendant became relieved from the obligation of repayment of the amount received when through no fault on the part of the plaintiff it was unable to complete the contract. If the defense were pleaded as an excuse to an action for damages for failure further to perform the contract, a different question would arise, but here the defendant is seeking to excuse itself not from further performance of the contract, but from payment of a debt owing the plaintiff arising from the receipt of money from the plaintiff for a specific purpose which the defendant is unable to carry out, and hence there arises an obligation to repay the plaintiff.

Id. at 71 (citation omitted).

In this case, the Debtor did not build the utilities as required. Because of the condemnation proceedings and transfer

of the properties to the municipalities, the Debtor cannot now perform that obligation. Nonetheless, the Debtor (and its estate) are not entitled to retain the funds paid to them for performance that is now impossible.

E. Debtor's Entitlement under Escrow Agreement

The Trustee argues, nonetheless, that there is no longer any purpose to be served by the Escrow and that, consequently, it should be terminated. The Trustee contends that because it was the grantor of the funds and is the only one entitled to receive distributions of the funds, the Escrow should be disbursed to the estate.

The Department disagrees. It asserts that there is no provision in the Escrow Agreement for its termination. The Department argues that, because the Debtor is now unable to provide water and sewer facilities to the lot purchasers, the Department is entitled to direct where the Escrow funds should go.⁶ The Department asserts that the funds must be released to it for distribution to the lot purchasers (or to be escheated to the state if they cannot be found). The Trustee responds that the purpose of the Escrow was not to provide a windfall to the

⁶ Paragraph 8 of the Escrow Agreement provides:
[I]f there be a default in completion of the above mentioned improvements, to the extent that will not entitle [THE DEBTOR] to withdraw such funds, [THE ESCROW AGENT] shall hold and pay said funds, pursuant to instructions to be given to [THE ESCROW AGENT] by the DEPARTMENT.

(Exh. T-7 at ¶ 8.)

State.

The Court agrees with the Trustee to some extent. The Debtor is not in default of the Escrow Agreement because the contracts for sale of the lots expressly provided that any delay in construction of the water and sewer facilities caused by government action would not result in a default by the Debtor. (See Trustee's Motion, Exh. C at ¶ 9.) As the Court found at the hearing, the Escrow Agreement does not require that the Debtor build the water and sewer facilities. Rather it states that to receive the funds in the Escrow, the Debtor must simply provide a certification of a licensed engineer that such facilities have been built. (Exh. T-7 at ¶s 2, 3.) Therefore, if facilities are built by the local governments who have condemned the Debtor's property that was reserved for those facilities, the Debtor's estate would be entitled to a distribution from the Escrow.

The Department argues, nonetheless, that where facilities are built by the municipalities rather than the Debtor, the lot purchasers might have been required to pay additional fees. There is, however, no evidence of that.

Consequently, the Court concludes that the Trustee would be entitled to the release of any additional funds from the Escrow to the extent he is able to present a certification from a licensed engineer that water and/or sewer facilities are available for any lot purchaser whose funds remain in the Escrow.

In the absence of such a certification, however, there is no mechanism in the Escrow Agreement for the release of the funds to the Trustee.

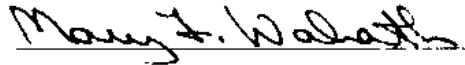
IV. CONCLUSION

For the foregoing reasons, the Court will grant in part the Trustee's motion for release of the Escrow funds.

An appropriate order is attached.

Dated: May 22, 2007

BY THE COURT:

A handwritten signature in black ink, appearing to read "Mary F. Walrath", written over a horizontal line.

Mary F. Walrath
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)
)
ATLANTIC GULF COMMUNITIES CORP.,) Case No. 01-01594
Debtor.) Jointly Administered
_____)

ORDER

AND NOW this **22nd** day of **MAY, 2007**, upon consideration of the motion of the chapter 7 Trustee to approve the termination of an escrow account established for the protection of New York consumers and the turnover of the remaining escrow funds to the estate, the objection of the New York State Department of State thereto, it is hereby

ORDERED that the Motion of the Trustee is hereby **GRANTED IN PART**; and it is further

ORDERED that \$2,495,470 of the Escrow shall be forthwith released to the Trustee, representing \$2,235,397 in funds which are not related to New York lot purchasers and \$260,073 in funds which are funds of the Debtor; and it is further

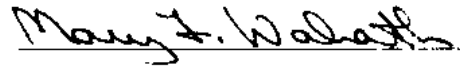
ORDERED that \$292,140 of the Escrow shall be distributed to the lot purchasers identified in Exhibit T-6 which is attached hereto; and it is further

ORDERED that \$3,499,161.83 of the Escrow shall be distributed to the Trustee as it represents funds to which the original lot purchasers no longer have any interest; and it is further

ORDERED that the Trustee shall be entitled to the release of the remainder of the funds from the Escrow (\$2,393,525.17) only to the extent he can present a certification of a licensed engineer from the State of Florida confirming that water and/or sewer facilities are available to a lot covered by the Escrow; and it is further

ORDERED that the Escrow Agent shall distribute any interest earned on the escrow funds pro rata in accordance with the entitlements set forth above.

BY THE COURT:



Mary F. Walrath
United States Bankruptcy Judge

cc: John D. McLaughlin, Jr., Esquire¹

¹ Counsel shall serve a copy of this Opinion and Order on all interested parties, including those on the attached list, and file a Certificate of Service to that effect.

SERVICE LIST

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Counsel for the Trustee

Matthew J. Barbaro, Esquire
Robert J. Vawter, Esquire
New York State Department of Law
The Capitol
Albany, NY
Counsel for the New York State Department of State

Exhibit T-6

Final 348 Qualified - NY Escrow
March 1, 2006

CONTRACT	NAME	ADDRESS1	ADDRESS2	ADDRESS3	ADDRESS4	DEVELOPMENT	FLAT BLOCK	LOT	Curt Bal - EDY 2004	ACC Bal - EDY	Date Received	
A2000516	JOSEPH, JEAN D	89-05 186TH STREET	HOLLIS, NY 11423			Port Charlotte	741	3474	5	364.87	0.00	6
A3000598	ABRAHAM & GEORGE	236-37 117TH ROAD	ELMONT, NY 11003			Sebastian Highlands	134	338	11	364.65	364.65	1
A3000302	ADAMIELMOLAVE & E	88 WILWOOD DR	DIX HILLS, NY 11746			Sebastian Highlands	42	120	24	421.93	421.93	5
3000314	BENEIMRE & C	218 03 46 AVE	BAYSHILL, NY 11361			Sebastian Highlands	172	580	17	2,230.90	2,230.90	1
A3000792	CHACRO & VARGHESE-GAC	251 SAINT NICHOLAS AVE	BROOKLYN, NY 11237			Sebastian Highlands	114	352	32	365.90	365.90	1
A3000193	CHEN, HUNG & KER	4408 BROADWAY	11103			Sebastian Highlands	42	120	29	477.54	477.54	1
A3000121	COLEMAN, NORMA M	5321 BEVERLY RD	BROOKLYN, NY 11203			Sebastian Highlands	51	183	4	432.78	432.78	1
A3000288	KIM, KWAN S	46-20 SPRINGFIELD BLVD	BAYSIDE, NY 11381			Sebastian Highlands	101	274	5	434.78	434.78	1
A3000213	LAMBIEN, MICHAEL	286-07 RICHMOND AVE	HOLLIS HILLS, NY 11384			Sebastian Highlands	175	457	2	1,352.40	1,352.40	1
A3000713	LEEYOUNG, MICHAEL	78 LLOYD ST DR	MIDTLETOWN, NY 11701			Sebastian Highlands	51	147	2	410.28	410.28	1
A3000788	MICCA, ARGELO P	98 NIMAN ST	SORTLAND, NY 13045			Sebastian Highlands	174	453	6	1,179.22	1,179.22	1
A3000628	MARIN, ZILKA	183-59 RD	BROOKLYN, NY 11204			Sebastian Highlands	175	446	5	1,380.11	1,380.11	5
A3000267	MC SHANE, KATHLEEN	32 FAIRWOOD CRESCENT	WHEATVILLE, NY 11520			Sebastian Highlands	175	446	4	306.25	306.25	5
3084089	MAHJUBA, KUSHAN J	PO BOX 7008	HICKSVILLE, NY 10802	ONTARIO, CANADA M1E 3T3		Sebastian Highlands	174	453	6	475.99	475.99	5
A3000779	PATEL, RAJNI	111 FOREGON RD	PEEKSKILL, NY 10866			Sebastian Highlands	114	354	43	397.38	397.38	2
3084436	ROY, BISWANATHU & (RDR)	35-31 180TH ST	FLUSHING, NY 11356			Sebastian Highlands	32	141	11	619.46	619.46	1
A3000257	SIDOROPOLLOS, T & K	6338 E SMOKE TREE AVE	AGOURA, CA 91301			Sebastian Highlands	111	396	6	433.76	433.76	1
30810269	SMEK, PETER	44 PEARSON AVE	TORONTO ONT CAN M8R1G1			Sebastian Highlands	172	616	9	1,771.33	39.85	1
30810357	SMEK, PETER	44 PEARSON AVE	TORONTO ONT CAN M8R1G1			Sebastian Highlands	172	616	9	1,260.08	40.24	1
A3000530	TOMARA, HELEN	4685 WESTPARK	PIERREFONS HVA 238	QUEBEC, CANADA		Sebastian Highlands	175	444	3	1,137.68	1,033.00	1
A3000358	TSAN, YU HWA	48 PALOMINO DR	MISSISSAUGA ONT CAN L4Z 0A7	ONTARIO, CANADA		Sebastian Highlands	141	504	18	1,311.49	1,022.50	1
A3000583	ZAKS, GEORGE & K	218-15 43 AVE	BAYSIDE, NY 11361			Sebastian Highlands	133	313	18	424.85	424.85	1
7257885	ADAMS, JAMES & K	1907 REBECCA ST	OAKVILLE ONT CAN L6L 1Z7			North Port Charlotte	461	2246	19	735.27	735.27	1
7256972	ADST, FLOYD & M	RD 1 BOX 173	SHERBURNE NY 13460			North Port Charlotte	511	2582	22	741.71	741.71	1
A7002891	AGUDA, RECAREDO & MERLINA	258 APPLEBEE	PT CLARE HBR 827	QUEBEC, CANADA		North Port Charlotte	221	984	1	559.11	559.11	1
A7006863	AGUECI, SALVATORE C	C/O MARIA AGUECI	212 MARKHAM	SCARBOROUGH	ONTARIO, CANADA M1J 3C2	North Port Charlotte	123	736	22	523.05	523.05	1
A7002927	AGUECI, SALVATORE C	41 BEACHHILL ST	JAMAICA, NY 11434	SCARBOROUGH	ONTARIO, CANADA M1J 3B3	North Port Charlotte	443	2048	24	405.44	405.44	1
A7005118	ALSTON & ESTWICK G&B	167-20 140TH AVE	JAMAICA, NY 11434			North Port Charlotte	454	2128	31	443.12	443.12	1
A7009768	ALSTON & ESTWICK G&B	167-20 140TH AVE	JAMAICA, NY 11434			North Port Charlotte	454	2128	31	443.12	443.12	1
7258957	ANGIONE, JOYCE	97 PARROT PL #18	BROOKLYN NY 11228			North Port Charlotte	91	452	25	710.85	710.85	1
7259551	ANNIBALE, ETTORE & C	583 MAPLEHILL DR	BURLINGTON ONT CAN L7N 2W2			North Port Charlotte	462	2199	24	676.01	676.01	2
7251831	ANNUNZIATA, ANTONIO + V	128 E 73 ST	BROOKLYN NY 11234	ONTARIO, CANADA		North Port Charlotte	514	2556	11	713.84	713.84	1
A7002963	APOSTOLOU, PAUL	271 LYNNBROOK DRIVE	SCARBOROUGH	ONTARIO		North Port Charlotte	321	1608	11	504.08	504.08	1
A7001325	BACCHUS, ERVINE & GERZEL	221 BLUE HERON DR	BRONX NY 10468			North Port Charlotte	462	2185	15	477.12	477.12	1
7258854	BARRON, TESSA & E	949 E 25TH ST	CLAY NY 13041			North Port Charlotte	519	2802	8	499.56	499.56	2
7276653	BELCASTRO, VITTORIO & M	189 EARL ST	ROCHESTER, NY 14611			North Port Charlotte	341	1782	13	510.82	510.82	1
A7004974	BLACKMAN, EDRISS J	6478 GRANDVIEW DR	SYRACUSE NY 13204			North Port Charlotte	81	436	22	525.62	525.62	1
7273025	BIRD, DALE & V	100-04 FRANCIS LEWIS BLVD	ROCHESTER, NY 14611			North Port Charlotte	274	1249	1	485.68	485.68	1
A7004452	BOND, EGERT J	107 LOUIS RD	SCHENECTADY NY 12303	QUEENS V LGE, NY 11429		North Port Charlotte	242	1044	18	508.84	508.84	1
7271163	BONITABUS, FRANK J & P	64 TRIUMPH WAY	DOLLARD DES ORMEAUX	QUEBEC CANADA H8B 1T5		North Port Charlotte	472	2311	7	485.27	485.27	1
A7001785	BRAUN, MARY & WERNER	9089 RIVERSIDE DR, E	APT 1001W	QUEBEC CANADA H8B 1T5		North Port Charlotte	334	1632	13	372.65	372.65	1
A7003162	BROAD, EDMUNDED & GAYLE	163 RUPERT ST	APT 1001W	QUEBEC CANADA H8B 1T5		North Port Charlotte	182	585	20	533.64	533.64	1
A7001903	BRULEY, RUSSELL & L	27 GRANDMONT	THUNDER BAY	ONTARIO, CANADA P7B 3M1		North Port Charlotte	282	1427	7	382.28	382.28	1
A7000219	BUMBARCO, JERRY C	38 ELM HILL WAY	SAULT STE MARIE	ONTARIO, CANADA P7B 3M1		North Port Charlotte	525	2690	21	1,441.86	1,441.86	1
A7001223	CAMINITO, VITTORIO & LUCY	55 CROSSWAY DR	CAMILLUS, NY 13031			North Port Charlotte	371	1828	5	480.21	480.21	1
7258486	CAPALBO, ATTILIO & M	77 BAY 7 ST	DEER PARK, NY 11729			North Port Charlotte	518	2591	3	739.40	739.40	5
7258487	CAPALBO, ATTILIO & M & A	77 BAY 7 ST	BROOKLYN NY 11228			North Port Charlotte	518	2595	3	737.22	737.22	5
A7006837	CARROLL, JOSEPH & BEATRIZ	86-36 185 ST	BROOKLYN NY 11228			North Port Charlotte	457	2141	12	488.85	488.85	1
7257480	CARROLL, JOSEPH & B	647 STRATFORD RD	HOLLIS, NY 11423	BALDWIN, NY 11510		North Port Charlotte	281	1389	19	738.88	738.88	1
A7006448	CARROLL, JOSEPH & BARBARA	647 STRATFORD RD	BALDWIN NY 11510			North Port Charlotte	518	2593	9	952.28	952.28	1
7251610	CASTELLANO, FRANK + M	444 FIRST AVE	PH	MASSAPEQUA PK NY 11762		North Port Charlotte	514	2556	14	754.62	754.62	1
7248914	CEADANIEL & THERESA	1425 EAST 27TH ST	SPENCER PORT NY 14558			North Port Charlotte	221	951	14	480.17	480.17	1
A7003547	CHAN & WONG, CAJ	37 HOPES AVE	BROOKLYN NY 11210			North Port Charlotte	371	1828	5	490.21	490.21	5
7283733	CHARNET, GEORGE & P	14 PLEASANT AVE	HOLTSVILLE NY 11742			North Port Charlotte	371	1828	19	759.29	759.29	3
7283724	CHEN, MAN + C	54 PLEASANT AVE	JOHNSTOWN NY 12095			North Port Charlotte	191	826	39	505.20	505.20	3
A7006532	CHENG, HELEN	282 CTPRESS POINT DR	PT WASHINGTON NY 11050			North Port Charlotte	221	951	17	502.84	502.84	1
A7006532	CHENG, HELEN	282 CTPRESS POINT DR	FULLERTON, CA 92633			North Port Charlotte	282	1401	1	754.89	754.89	1
A7004897	CHIO, SHUNJUN + A	47 BELMONT AVE	ELMONT, NY 11003			North Port Charlotte	62	229	33	526.17	526.17	1
A7004897	CHIO, SHUNJUN + A	3230 MARCO DEL SUIR	WATERLOO, ONT CAN N2L 6L9	ONTARIO, CANADA L8A 1V8		North Port Charlotte	161	891	17	486.02	486.02	1
7271643	CHRISTENSEN, ALFRED & J	116 LAURA LANE	HAMPSHIRE NH 03841			North Port Charlotte	129	648	21	437.51	437.51	4
A7002336	CLARKE, BERESFORD	1872 MIDWAY BLVD	PT CHARLOTTE FL 33848			North Port Charlotte	281	1471	2	308.83	308.83	4
A7005117	CLARKE, BERESFORD	1872 MIDWAY BLVD	PT CHARLOTTE FL 33848			North Port Charlotte	281	1471	2	308.83	308.83	4
7271859	COLLINS, ROBERT & S	1814 DENCOUR DR	PICKERING, ONTARIO	CANADA L1V 4Y2		North Port Charlotte	302	1471	1	483.80	483.80	1
7252921	CRAWER, JAMES & S	PO BOX 208	VOORHEESVILLE NY 12196			North Port Charlotte	221	988	7	751.39	751.39	1
A7003008	DAURTY, JAMES R & R M	291 PARKLANE RD	OXFORD, ONTARIO, CANADA L6H 4J1			North Port Charlotte	81	118	28	518.56	518.56	1

Final 346 Qualified - NY Escrow
March 1, 2006

CONTRACT	NAME	ADDRESS1	ADDRESS	ADDRESS2	ADDRESS3	ADDRESS4	DEVELOPMENT	PLAT BLOCK	LOT	Cum Bl - EOY 2004	AGC Bl - EOY 2004	Date Received Code
A7004856	DAVENPORT GLENN & MARGARET	110 KINGTON RD	ALLENFORD NY 11774	ONTARIO, CANADA N8H140			North Port Charlotte	262	1289	500.38	500.38	1
A7005343	DEKSON GEORGE	749 SHADLADA AVE	BURLINGTON ONTARIO, CANADA				North Port Charlotte	106	11	472.82	472.82	1
A7005343	ENCOMBENDA ZENAIDA M	1017 STORMBROOK CIRCLE	BALTIMORE MD 21227				North Port Charlotte	234	1106	523.14	523.14	1
728494	ENRIQUETA HAVON & N	21 LOVEKIN GROVE	SCARBOROUGH ONT M1T 3T5				North Port Charlotte	211	28	503.15	503.15	2
7256254	JURIPIDOU MICHAEL & ELAIN	1000 COUNTRY BROOK CT	SCHECTADY NY 12308				North Port Charlotte	302	1472	739.80	739.80	1
A7004028	EVANGELISTA FRANK & L	156-05 18TH DRIVE	WHITESTONE NY 11357				North Port Charlotte	81	212	519.56	519.56	1
7249485	FAMILGETTI & NASTASI M & J	8753 SUGARBUSH DR	ORLANDO FL 32819	NEA KOLKINTHOU PERISTIATHENS, GREECE			North Port Charlotte	221	956	756.29	756.29	1
A7008719	FETINA & M VOULKAS	1169 FERNSWOOD DR	SCHECTADY NY 12308				North Port Charlotte	457	2143	487.72	487.72	1
7265772	FRASCA ANTHONY L	56 EDGEHILL RD	WINDSOR ONT CAN	ONTARIO, CANADA N8W3C5			North Port Charlotte	81	444	742.04	742.04	1
A7003403	FRIESEN HARRY & MARY	2861 BYNG ROAD	WINDSOR	ONTARIO, CANADA N8W3C5			North Port Charlotte	123	721	539.50	539.50	1
7256068	FULTZ JOAN K	20 NAPLES DR	W SENECA NY 14224				North Port Charlotte	303	1511	742.33	742.33	1
7259705	GAUCCIONE & CAPALBO	77 BAY 7 ST	BROOKLYN NY 11228				North Port Charlotte	512	2544	741.06	741.06	5
7284427	GARRITY THOMAS & BETTY	4701 SUNNY MEADOW CT	OSHAWA ONT CANADA				North Port Charlotte	191	809	517.89	517.89	1
A7002773	GARY & CAROL CHADWICK	4701 SUNNY MEADOW CT	LOUISVILLE KY	402414838			North Port Charlotte	221	989	203.60	203.60	1
7270349	GEORGE COLIN & M	34 NORFOLK AVE	BRAMPTON ONT	ONTARIO, CANADA K7H2N6			North Port Charlotte	232	1063	483.56	483.56	2
A7008028	GIBB-CARSLY JOHN & N	88 WILSON ST W	PERTH MASSACHUSETTS NY 11756				North Port Charlotte	454	2087	491.58	491.58	2
7250111	GLENNON PATRICK & T	34 ARROWWOOD PL	BALLSTON LAKE NY 12020				North Port Charlotte	371	1795	754.44	754.44	1
7250188	GRAFF A & L	359 HARRISON AVE	MASSAPEQUA NY 11756				North Port Charlotte	444	2085	753.26	753.26	1
A7008865	GRAM MICHAEL & C	138 TERRACE AVE	ALBANY NY 12203				North Port Charlotte	81	481	478.72	478.72	3
A7008865	GURETTI W CHAU	20 CONFUCIUS PLAZA #30F	NEW YORK NY	10002			North Port Charlotte	301	1494	548.68	548.68	1
7253014	HALE ROBERT J	BOX 204 RADLEY RD	RO #3 AVERILL PARK NY 12018				North Port Charlotte	303	1523	735.39	735.39	1
A7006583	HAMBALIK URSALA	1016 MAIN ST	VERSTAL NY 13850				North Port Charlotte	92	407	539.69	539.69	1
A7004214	HENRY BARON & MARIE	1625 CHESTNUT ST	APT 1 CANADA PARK CA 91306	BRONX NY 10470			North Port Charlotte	282	1418	486.16	486.16	1
A7004437	HERNANDEZ VILMA G	20220 WYANHOOTTE ST	HALIFAX AUBURN NY 13021	NOVA SCOTIA, CANADA			North Port Charlotte	111	522	534.87	534.87	1
7272324	HICKMAN MICHAEL NA	RD 3 RADLEY RD	MISSISSAUGA ONT CAN	L5A 3Z2			North Port Charlotte	172	886	505.20	505.20	1
A7004775	HILTON JOYCE LYN S	5 MILDRED PL	BROOKLYN NY 11311				North Port Charlotte	454	2132	514.48	514.48	1
7251498	HOLECEK FRANK + D	3989 BARNES AVE	BROOKLYN NY 11207				North Port Charlotte	251	1193	506.81	506.81	1
7251498	HOLECEK FRANK + D	5 MILDRED PL	BROOKLYN NY 11207				North Port Charlotte	443	2048	789.35	789.35	1
7251333	HONG YOU RICHARD & R	383 JAVENE CT	HAMPTON BAYS NY 11946				North Port Charlotte	481	2249	735.89	735.89	1
7258136	HONG YOU RICHARD & R	383 JAVENE CT	MISSISSAUGA ONT CAN	L5A 3Z2			North Port Charlotte	481	2249	737.24	737.24	1
7248461	HYNES JOSEPH M	2864 HENDRICKSON ST	BROOKLYN NY 11234				North Port Charlotte	371	1826	792.38	792.38	1
A7008540	JACKSON MAX & GERALDINE	353 WELLS DR	CAUVILLE ONTARIO, CANADA L6L4T9				North Port Charlotte	292	1422	482.83	482.83	1
A7003207	JACKSON MAX & GERALDINE	353 WELLS DR	CAUVILLE ONTARIO, CANADA L6L4T9				North Port Charlotte	141	614	523.18	523.18	1
A7001267	JIMENEZ CAROL C	735 VIEW AVENUE #30 MARHAM	BRONX NY 10468				North Port Charlotte	462	2242	532.88	532.88	1
A7008835	JIMENEZ CARMEN & FEDERICO	32-19 SEMOUR AVE	BRONX NY 10469				North Port Charlotte	84	478	481.77	481.77	1
7278033	JOHANSON S E & R	489 BERGEN RD	LIVERPOOL NY 14092				North Port Charlotte	473	2286	481.60	481.60	1
A7003000	JOHNSON GLORIA E	4892 SILVERADO	LIVERPOOL NY 14092	13080			North Port Charlotte	302	1486	485.16	485.16	1
A7003000	JOHNSON GLORIA E	105-01 183 ST	BROOKLYN NY 11207				North Port Charlotte	81	141	88.84	88.84	5
7251580	KALISH STANLEY J A	8885 SUNSCAPE LANE	HOLLIS NY 11412				North Port Charlotte	371	1830	539.03	539.03	1
A7000798	KATHNER JOHANN	218-35 SPRINGER AVE	ROCKAWAY NJ 07866				North Port Charlotte	454	2124	750.46	750.46	1
7259022	KAWZAK JOHN & E	REF 1 BOX 178	QUEENS VILLAGE NY 11427				North Port Charlotte	253	1401	729.89	729.89	1
7263061	KAWZAK JOHN & E	319 MARLEWOOD DR	QUEENS VILLAGE NY 11427				North Port Charlotte	517	2550	540.05	540.05	1
A7003598	KILKEARY JOSEPH & SHIRLEY	8 GRAVES LANE	PARMUS NJ 07652				North Port Charlotte	221	982	541.96	541.96	1
7270421	KIRKMAN CARRIE	42 HARTSDALE DR	WESTON ONT CAN M8R2S5				North Port Charlotte	482	2185	189.53	189.53	1
7255177	KULLMAN GARY & B	14 STARLING COURT	BRAMPTON ONTARIO, CANADA L6Z3P5				North Port Charlotte	84	475	488.73	488.73	1
7256052	LA GREGO JOSEPHINE	3575 RICHMOND RD	COEYMAN HOLLOW NY 12046				North Port Charlotte	281	1397	468.90	468.90	2
A7004370	LACY ELLEN A	160 WEST END AVENUE	STATEN ISL NY 10308				North Port Charlotte	81	444	744.72	744.72	1
7250355	LAMANO ROBERT & M	1 VERDI BLVD	FREEMPT NY 11520				North Port Charlotte	311	1538	528.71	528.71	5
A7005675	LAMANO ROBERT & M	38 SUNNYSIDE RD	LATHAM NY 12110				North Port Charlotte	371	1828	800.68	800.68	1
A7004685	LEE SUZANNE E D	76 LAKE DR E	WAYNE NJ 07070				North Port Charlotte	81	450	754.49	754.49	1
7259755	LEON JACK	25 DOW STREET	HAMILTON ONT CAN	L8S1W3			North Port Charlotte	292	1435	160.86	160.86	1
7259801	LEZAMAC I & Y	PO BOX 544	PORT CHESTER NY 10573				North Port Charlotte	231	1100	728.12	728.12	2
A7006480	LOPEZ ANILDO & V	515 27TH STREET	UNION CITY NJ 07087				North Port Charlotte	301	1453	526.97	526.97	5
A7002879	MANCINI RENATO	2387 DOCHERTY DRIVE	TECUMSEH ONTARIO, CANADA N8M4R2				North Port Charlotte	81	138	488.01	488.01	1
7248883	MANCUSO JOSEPH & H	61-16 25TH ST	LITTLE NECK NY 11363				North Port Charlotte	512	2532	763.97	763.97	1
7261845	MANSCALCO ALBERT & G	185 KEEGAN'S LN	STATEN ISL NY 10308				North Port Charlotte	443	1990	733.72	733.72	1
A7006453	MARINO GEORGE E	867 HUNTINGWOOD DR	AGINCOURT ONT M1T 3L7				North Port Charlotte	471	2323	542.89	542.89	1
A7006331	MARRERO GEORGE & CARMEN	58-21 137 ST	FLUSHING NY 11355				North Port Charlotte	281	1335	506.34	506.34	1
A7002710	MASH EMMAUEL & S	1007 JACKSON AVE	N LINDENHURST NY 11757				North Port Charlotte	81	454	508.39	508.39	2
A7002711	MASH EMMAUEL & S	22 JOY DR	MANHASSET HILLS NY 11040				North Port Charlotte	81	454	508.39	508.39	2
7273211	MASTEN DAVID & W	1725 AMSTERDAM RD	BALLSTON SPANY 12020				North Port Charlotte	81	460	514.89	514.89	1

Final 346 Qualified - NY Escrow
March 1, 2006

CONTRACT	NAME	ADDRESS1	ADDRESS2	ADDRESS3	ADDRESS4	DEVELOPMENT	PLAT BLOCK	LOT	Curt Bal - EDY 2004	AGC Bal - EDY 2004	Date Received Code
A7004157	YEE ALICE F Y	30-48 68TH ST	WOODSIDE NY 11377			North Port Charlotte	51A	2926	4	483.30	1
A700671	YOUNG S CHO & KAY S HWANG	18419 HALDALLE AVE #B	CARDENACAR 90247			North Port Charlotte	51A	2926	4	483.30	1
7200145	YOUNG S CHO & KAY S HWANG	55 COLLEGE ST	FLUSHING NY 11354			North Port Charlotte	51A	2926	4	483.30	1
A7009191	ZABERBA HANNA	242 98RD ST	BROOKLYN NY 11208			North Port Charlotte	51A	2926	4	483.30	1
A7009532	ZIEGLER NANCY A	10415 PALMGREM LN	SPRING HILL FL 34810			North Port Charlotte	52	224	24	481.84	1
A7009532	ZIEGLER RUDOLPH J	10415 PALMGREM LN	SPRING HILL FL 34810			North Port Charlotte	52	224	24	481.84	1
A7001277	ZNICOLA LOUIS & LENA	1129 LEXINGTON AVE	SCHENECTADY NY 12309			North Port Charlotte	281	1388	2	417.78	1
A8006547	FRANK JOHN & M	151 ELM PL	LEWISTOWN NY 11756			Port St. Lucie	141	1394	8	1,727.85	1
A8006548	FRANK JOHN & M	151 ELM PL	LEWISTOWN NY 11756			Port St. Lucie	201	1240	7	1,727.85	1
A8006549	FRANK JOHN & M	151 ELM PL	LEWISTOWN NY 11756			Port St. Lucie	201	1240	7	1,727.85	1
A8006549	JONES FREDERICK B	15603 ENSENADA DR	HOUSTON TX 77083			Port St. Lucie	61	1201	10	1,474.15	1
A8000604	LIGNITIZIO GABRIELLA	1843 MATHEWS AVE	BROOKLYN NY 10462			Port St. Lucie	411	2901	15	365.50	1
A8001777	LU WILLIAM	56 INDIAN RIDGE RD	NEWTON MA 02458			Port St. Lucie	431	2089	13	298.37	1
9226431	WANG FONG-GOUR & SHOU	57-43 CLOVERDALE BLVD	BAYSIDE NY 11364			Port St. Lucie	412	2902	24	407.82	1
A8002689	ADA M KWONG	2018 93RD ST	BROOKLYN NY 11231	11214		Port Malabar	483	2023	23	206.35	2
9176921	AMARI DOMINICK & LORRAINE	134 CEDAR RD	E NORTHPORT NY 11731			Port Malabar	532	2947	4	2,207.55	1
9177889	BARBERA JOHN & E	28 3RD PL	BROOKLYN NY 11231			Port Malabar	532	2953	21	1,188.78	1
A8005404	BARHAM EVERTON & GENETTA	3621 HILL AVE #2	BROOKLYN NY 10466		ONTARIO, CANADA	Port Malabar	534	2925	27	1,101.83	1
A8001124	BATOL RODRIGO R	128 MORGAN AVE	THORNHILL ONT	CANADA L3T 1R7		Port Malabar	524	2884	8	1,488.48	2
9179304	BJORNHOLM ROBERT & D	428 BISCAYNE DR	ROCHESTER NY 14612			Port Malabar	R211	2089	11	2,208.10	1
9195792	BOCARE HERBERT & A	472 GILBERT DR NE	PALM BAY FL 32905			Port Malabar	R211	2089	11	1,477.34	1
9179487	BRECHER HERMAN & S	87-07 BURNS ST APT 7H	FOREST HILLS NY 11375			Port Malabar	531	2934	7	1,827.37	5
A8005377	BRECHER SILVIA & J	87-07 BURNS ST APT 7H	FOREST HILLS NY 11375			Port Malabar	531	2934	7	1,827.37	5
9178013	BREJUNING ALBERT H	162 98 STREET	BROOKLYN NY 11209			Port Malabar	485	2081	23	1,545.59	5
9178014	BREJUNING ALBERT H	162 98 STREET	BROOKLYN NY 11209			Port Malabar	485	2081	23	1,545.59	5
A8002908	BRISSETT BERYLA	22 WAGNER AVE	ROOSEVELT NY 11975			Port Malabar	485	2081	23	1,545.59	5
9149326	BUJTERA VINCENZO & M	1816 HARMAN ST	RIDGEWOOD NY 11385			Port Malabar	485	2081	23	1,545.59	5
A8002021	CARLITO & NENITA MADRAGA	160 W 97TH ST #13-J	RIDGEWOOD NY 11385	10025		Port Malabar	R211	2113	7	2,188.83	1
9182708	CAROSELLA JOHNNY & I	2142 4TH ST	NEW YORK NY 10025			Port Malabar	482	2047	15	53.09	1
9191757	CARTHY OLIVE M	235 SW 8TH AVE	EAST MEADOW NY 11554			Port Malabar	531	2945	22	1,398.22	1
A8000987	CASALS RODOLFO & LOURDES	700 SUGAR BEND DRIVE	BOYNTON BCH FL 33435			Port Malabar	535	2936	2	1,658.80	1
A8009220	CENTI MARK	85 CHAPEL PL	COLUMBIA NY 12041			Port Malabar	516	2757	23	470.52	1
9181219	CHAN MIRIAM	175 STEELE AVENUE E.	THORNHILL	ONTARIO, CANADA L3T 1A5		Port Malabar	525	2831	14	2,167.77	1
A8001332	CHARALAMBOUS ZOE	218 WINNETT AVE	TORONTO	ONTARIO, CANADA M6C 3L8		Port Malabar	524	2886	15	1,468.17	1
9179619	CHENG ANNE	108 DOWNSWELL DRIVE	SCARBOROUGH	ONTARIO, CANADA M1B 1J2		Port Malabar	521	2840	23	1,592.83	5
9179620	CHENG ANNE	8622 KITE DR	SCARBOROUGH	ONTARIO, CANADA M1B 1J2		Port Malabar	521	2840	23	1,592.83	5
A8001204	CHANG MORGAN & LILY	2 KAWLEIGH RD	HUNTINGTON BCH CA 92848			Port Malabar	522	2859	15	1,388.12	2
9179406	CHRISTOPHER BORIS & P	417 AMITY PL	TORONTO ONT CANADA	ONTARIO, CANADA M4N 1W8		Port Malabar	522	2854	43	2,220.87	2
A8004210	COELHO JOSE M & LUCILIA	SITE #2 COMB #10 RR # 15	ELIZABETH NY 07212			Port Malabar	526	2975	24	1,931.40	1
9179558	DE WILSON M & L	46 WINDGUST DR	THORNHILL ONT CAN	ONTARIO, CANADA P7B8N1		Port Malabar	528	2715	6	1,271.06	2
9177558	DI PAZZI VINCENT & H	26 WINDGUST DRIVE	THORNHILL ONT CAN	ONTARIO, CANADA P7B8N1		Port Malabar	528	2715	6	1,271.06	2
A8001791	ENG SHEE F	26 WINDGUST DRIVE	THORNHILL ONT CAN	148 ZEB		Port Malabar	528	2715	6	1,271.06	2
A8005341	EWING DIANA R	60 LYNDSE ST	WOODSIDE NY 11377			Port Malabar	534	2924	5	2,453.16	1
A8001048	FLYNN KENNEDY & M	710 ROBERTSON CRES	PLATTSBURGH NY 12801			Port Malabar	535	2903	11	1,315.16	1
A8001644	FRANK & PATRICIA AFFRONTI	477 WHITNEY RD	MILTON	ONTARIO, CANADA L9T4V5		Port Malabar	512	2797	28	1,419.72	2
9176020	FUSARO ALEXANDER & M	309 LITTLE PLAINS RD	ONTARIO NY 11743	148189116		Port Malabar	485	2020	13	2,237.86	1
A8006680	GARCIA ARMANDO & I	82 NEW JERSEY AVE	HUNTINGTON NY 11743			Port Malabar	534	2920	13	2,237.86	1
9188763	GONZALES ERASMO	23-15 30 AVENUE #47	ASTORIA NY 11021			Port Malabar	533	2944	48	2,243.58	1
9188763	HALL EILEEN K	337 DALE CRESSCENT	BROOKLYN NY 11203			Port Malabar	111	452	8	1,362.14	1
A8005471	HAMBALOXURSALA	1016 MAIN ST	WATERLOO ONTARIO	CANADA N2J 3Y6		Port Malabar	R211	2116	9	1,485.75	1
9175882	HILLIARD JOHN & L	11 BLAINE AVE	VESTAL NY 13850			Port Malabar	528	2834	3	2,188.72	2
A8001324	IOANNINO OTTAVIO & C	500 EXECUTIVE CENTER DR	W PALM BCH FL 33401			Port Malabar	535	2903	11	1,315.16	1
9184519	IOANNINO OTTAVIO & C	500 EXECUTIVE CENTER DR	W PALM BCH FL 33401			Port Malabar	R211	2117	3	1,485.39	1
9187059	JERN JEAN	5422 WINNETT AVE	TORONTO	ONTARIO, CANADA M6C 3L8		Port Malabar	524	2888	14	1,470.87	1
A8001028	KNOTT GELIA	188 CHESTNUT RIDGE RD	SADDLE PALM BEACH FL 33415			Port Malabar	132	641	17	624.31	1
A8006892	KNOX THELMA E	7779 VERNOR DR	MISSISSAUGA	ONTARIO, CANADA L4T 2P4		Port Malabar	523	2978	26	1,509.81	1
A8000312	LAUERSDORF OTTO & H	22 BOOTH CT	BROOKLYN NY 11228			Port Malabar	161	727	6	1,356.83	1
A8000313	LAUERSDORF OTTO & HELEN	22 BOOTH CT	GREENWICH CT 06630			Port Malabar	532	2967	7	1,789.25	1
9182190	LEE BOCK H & YOUNG L J	12 DRISCOLL DR	BRAMPTON ONT CAN L7R 3J1			Port Malabar	425	1921	10	471.87	1
9182178	LEMSO MICHAEL	100 SPRING HILL AVE	WILLOWDALE ONTARIO	CANADA M2M4B2		Port Malabar	524	2889	2	1,501.70	1
9181218	LENG PAUL Y & REBECCA	RR2 SHANTY BAY	OKAYVILLE CT 06779			Port Malabar	534	2925	13	2,185.19	1
A8000533	LUGO ANNA R	111 METROPOLITAN OVAL #8E	BRONX NY 10462			Port Malabar	516	2759	28	2,185.19	1
9179897	LUTZ JOHN C	362 SHARROTTIS RD	STATEN ISLAND NY 10309			Port Malabar	533	2960	33	1,504.87	1
9179898	MAGRANTONIO & L	21 48 44 DR	LONG ISLAND CITY NY 11101			Port Malabar	535	2901	19	2,288.51	1
						Port Malabar	485	2068	19	738.88	1

Final 346 Qualified - NY Escrow
March 1, 2006

CONTRACT	NAME	ADDRESS1	ADDRESS2	ADDRESS3	ADDRESS4	DEVELOPMENT	PLAT	BLOCK	LOT	Curr Bal - E.O.Y. 2004	AGC Bal - E.O.Y. 2004	Date Received Code
A9001346	MALCOLM WINSTON & AUDLEY	58 YELLOWSTONE ST	DOWNSVIEW	ONTARIO, CANADA, M3N1M4		Port Melber	528	2815	2	1,890.45	1,890.45	2
9195858	MALCOLM WINSTON & E	58 YELLOWSTONE ST	DOWNSVIEW, ONTARIO	CANADA, M3N1M4		Port Melber	528	2814	2	1,102.51	1,102.51	1
9195845	MARABAT, MARIA CORAZON	128 CEDAR GROVE CT	STATEN ISL NY 10306			Port Melber	534	2911	1	2,106.23	2,106.23	1
9195828	MARCUS JAMES & L	20 LANTERN ST	MIRTESE NY 10943			Port Melber	534	2908	1	2,218.08	2,218.08	1
9198928	MARIE KENNETH & E	691 WOODBINE AVE	SAYVILLE NY 12581			Port Melber	483	2015	6	366.28	366.28	6
9198928	MARIE KENNETH & E	691 WOODBINE AVE	SAYVILLE NY 12581			Port Melber	483	2014	24	1,495.53	1,495.53	1
A9002019	MCKENZIE NORRIS & V	11240 SW 75TH ST	MIAMI FL 33157			Port Melber	535	2905	18	1,452.57	1,452.57	1
A9003154	MEHTA CHET & K	189 ELLWOOD DR	WOODSIDE NY 11377			Port Melber	525	2823	19	453.48	453.48	1
9198928	MENLO MICHAEL & R	45-36 49 ST 2B	WOODSIDE NY 11377			Port Melber	483	2041	21	489.08	489.08	1
9177170	MENLO MICHAEL & R	211 BAY 10 ST	BROOKLYN NY 11228			Port Melber	532	2854	14	2,222.66	2,222.66	1
9177171	MENLO MICHAEL & R	211 BAY 10 ST	BROOKLYN NY 11228			Port Melber	532	2854	15	2,222.21	2,222.21	1
A9003013	MORRE KEVIN M	1402 THEODORE CORE	AUSTIN, TX 78763			Port Melber	531	2842	28	1,305.87	1,305.87	1
9178107	MUNIAK RICHARD & C	62-62 83RD PLACE	MIDDLE VLG NY 11378			Port Melber	533	2865	21	2,218.90	2,218.90	1
9178108	MUNIAK RICHARD & C	62-62 83RD PLACE	MIDDLE VLG NY 11378			Port Melber	533	2865	22	2,218.90	2,218.90	1
9178324	MUNOZ ARTURO & M	339 MERRITT ST	GRAND PRAIRIE, TX 75062			Port Melber	531	2845	2	1,818.00	1,818.00	1
9177413	MURPHY SILVIA & T	505 HAWKINS BLVD	COPIAQUE NY 11728			Port Melber	532	2851	5	2,226.54	2,226.54	1
A9001952	MURRAY GERALD & LIDWNA	184 SNOWSHOE CRES	THORNHILL	ONTARIO, CANADA, L3T4M8		Port Melber	516	2769	20	1,429.84	1,429.84	1
A9007577	MURRAY LORIE D	1511 SHERIDAN AVE APT 34A	BRONX NY 10467			Port Melber	533	2861	37	1,531.88	1,531.88	1
A9003654	NASSAR ANTOINE & R	37 SHERWOOD DR	LEWINGTON	ONTARIO, CANADA, N8H4V1		Port Melber	525	2829	10	1,396.90	1,396.90	1
A9004752	NIKOLAI ROSA	61-15 97 ST APT 14R	REGO PARK NY 11374			Port Melber	533	2862	32	1,239.22	1,239.22	1
A9004752	NIKOLAI ROSA	61-15 97 ST APT 14R	REGO PARK NY 11374			Port Melber	533	2862	32	1,239.22	1,239.22	1
9187250	PEABODY RICHARD & ALBERTA	250 WILLIS AVENUE	MUTTONTOWN, NY 11781			Port Melber	533	2864	43	1,489.31	1,489.31	4
9182721	PICA FREDERICK & M	570 SARATOGA RD	SCOTIA NY 12302			Port Melber	463	2010	10	521.80	521.80	1
A9006516	RAGOONANN, P & M	16885 BRIGADOON DR	TAMPA FL 33618			Port Melber	535	2801	15	924.03	924.03	1
9179709	RIOS RODRIGO	1036 E 228TH ST	BRONX NY 10468			Port Melber	525	2817	15	2,174.21	2,174.21	1
A9000337	RITTEGERS JR FOREST & SALL	88-06 PARSONS BLVD	SCHENECTADY, NY 12308		JAMAICA NY 11432	Port Melber	532	2871	25	2,219.36	2,219.36	1
A9000524	RIVERA-FRANCO ANTONIO	62 CASCADE TERR	ROCHESTER NY 14611			Port Melber	534	2924	18	1,421.02	1,421.02	1
9186891	ROSE, JOY J	3450-09 WAYNE AVE	BRONX NY 10467			Port Melber	535	2905	24	1,519.07	1,519.07	1
A9000816	ROSE, JOY J	3450-09 WAYNE AVE	BRONX NY 10467			Port Melber	485	2074	22	487.02	487.02	1
A9003707	ROSE, LLOYD J	85 INVERARY DRIVE	KANATA	ONTARIO, CANADA, K2K2S1		Port Melber	532	2946	9	1,740.97	1,740.97	1
A9001322	RUBERRY, DAVID & JOAN	153 HARRISON ST	THUNDER BAY	ONTARIO, CANADA, P7A7H5		Port Melber	518	2757	9	1,417.04	1,417.04	1
9176315	SACHI, SAMI & S	80 BEARD ST	STATEN ISL NY 10314			Port Melber	511	2753	18	1,419.82	1,419.82	2
9189692	SALMON, IVAN & L	2287 SPRINGFIELD CT	MISSISSAUGA ONT L5K1V3			Port Melber	424	1771	12	436.88	436.88	2
A9005709	SCHREIBER, KENNETH & S	15 COLONIAL DR	TONAWANDA, NY 14150			Port Melber	516	2756	8	893.20	893.20	1
A9004659	SCOTT, ERIS P	2111 HARRISON AVENUE	BRONX, NY 10463			Port Melber	501	2717	33	3167.77	3,167.77	1
9177397	SCOTT, SYLVIA & HUGH C	88-27-217 STREET	QUEENS VILLAGE NY 11427			Port Melber	531	2843	20	2,223.32	2,223.32	1
A9003462	SHARMA, SARUP & C	81 CRESCENT DRIVE	SEARINGTON, NY 11507			Port Melber	533	2864	33	1,746.88	1,746.88	1
A9002994	SILVA, JOE & A	BRANQUIRA ALBUFEIRA	6500	PORTUGAL		Port Melber	532	2867	21	1,612.47	1,612.47	1
A9002906	SINGH, RANDHIR	3220 CAMINO DEL SUR	LANCASTER, CA 93538			Port Melber	502	2740	14	343.61	343.61	1
9178328	SOARES MANUEL & D	40 HOMEWOOD AVE APT 402	TORONTO ONT CAN M4Y 2K2		ONTARIO, CANADA, L3R 3H1	Port Melber	517	2772	8	2,220.22	2,220.22	1
9178328	SOARES MANUEL & D	40 HOMEWOOD AVE APT 402	TORONTO ONT CAN M4Y 2K2		ONTARIO, CANADA, L3R 3H1	Port Melber	517	2772	8	2,220.17	2,220.17	1
A9001089	STEPHENSON, WILLIAM & L	20 EPPING CRT	MARHAM	ONTARIO, CANADA, L3R 3H1		Port Melber	528	2766	14	1,411.90	1,411.90	1
A9000672	SUTTON, LLOYD	1 FALLOWFIELD RD	REXDALE ONT CAN M9W 2M1			Port Melber	528	2766	14	2,200.14	2,200.14	1
A9003885	TANG, WALTER & WENDY	PO BOX 69-5470	MIAMI FL 33289			Port Melber	533	2846	25	1,229.46	1,229.46	1
A9003885	TANG, WALTER & WENDY	45 BRUCE FARM DR	WILLOWDALE	ONTARIO, CANADA, M2H1G5		Port Melber	521	2847	11	1,229.31	1,229.31	2
9198096	TAYLOR, DAVID	84 MURIE ST	HAMILTON	ONTARIO, CANADA, M2H1G5		Port Melber	521	2844	9	1,285.50	1,285.50	1
A9001056	TERANIDAD & TANADA & C	65 FENCH PLACE	TORONTO, CANADA, M6V1Y7			Port Melber	521	2775	56	1,440.20	1,440.20	3
9176532	VARRICCHIO, ETEC PATRICIA	55 HOME PL	STATEN ISL NY 10314			Port Melber	523	2880	14	1,405.37	1,405.37	1
A90002124	VAZQUEZ MARIO & MARGARITA	140 ELGAR PLACE 29 J	BRONX NY 10475			Port Melber	533	2864	32	2,189.38	2,189.38	1
9196849	WALEY-LITTLE, LYNDIA	220 NY CRES	KARABEKA ONT CAN			Port Melber	531	2938	19	1,791.02	1,791.02	1
A9000656	WILLIAMS, FITZ & S	RR2 #2 HARTSTONE RD	STOUFVILLE	ONTARIO, CANADA, L4A5B4		Port Melber	421	2128	28	407.02	407.02	3
9186613	YOUNG, NATIVIDAD	1125 CLUSTIS PL	PHILADELPHIA, PA 19122			Port Melber	516	2755	13	1,443.72	1,443.72	1
A9005549	ZAREMBA, HANNA	282-83RD ST	JAMAICA NY 11432			Port Melber	536	2974	18	1,733.86	1,733.86	1
X000751	CADET MARIE T	280-83RD ST	BROOKLYN, NY 11208			Port Melber	483	2967	19	589.81	589.81	5
A9001200	DWARDS GARY & N	280-83RD ST	LAUDERDALE, MS FL 33311			Port Melber	532	2968	28	1,354.02	1,354.02	1
A9004213	EDWARDS ROBERT & MARY	BOX 418 MANIX RD	PERU NY 12872			Silver Spring Shares	361	1159	11	692.39	692.39	1
X001230	MARTOCCO, JOHN M	1 JOYCE CT	PLATTSBURGH NY 12601			Silver Spring Shares	361	1152	10	462.84	462.84	1
A9002169	OSBORN, CHARLES & ARLENE	14 ARLINGTON ROAD	UTICA NY 13601			Silver Spring Shares	361	1140	26	578.14	578.14	1
A9004451	SCHREIBER, KENNETH & S	1045 KANIA ROAD #6	AMSTERDAM NY 12010			Silver Spring Shares	361	1155	7	439.31	439.31	5
A9003936	VILAR, JULIO & ROSALIE	15 COLONIAL DR	TONAWANDA, NY 14150			Silver Spring Shares	511	1802	1	529.78	529.78	1
		328 WHIDSON AVE	ENGLEWOOD, NJ 07631			Silver Spring Shares	421	1637	13	360.00	360.00	1
										\$300,134.84	\$300,134.84	