
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. __)*

BBX Capital Corporation
(Name of Issuer)

Class B Common Stock, Par Value \$0.01 Per Share
(Title of Class of Securities)

05491N203
(CUSIP Number)

Alan B. Levan
401 E. Las Olas Blvd., Suite 800
Fort Lauderdale, Florida 33301
(954) 940-4900

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 31, 2018
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons	
	Alan B. Levan	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	Not applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		6,411,931
	8.	Shared Voting Power
		10,142,746
	9.	Sole Dispositive Power
		5,543,501
	10.	Shared Dispositive Power
		1,000,000
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	16,554,677	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	94.8%	
14.	Type of Reporting Person (See Instructions)	
	IN	

1.	Names of Reporting Persons	
	Levan Partners LLC (I.R.S. No. 46-4117885)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	Not Applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	Florida	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		707,882
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		707,882
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	707,882	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	4.1%	
14.	Type of Reporting Person (See Instructions)	
	OO	

1.	Names of Reporting Persons Florida Partners Corporation (I.R.S. No. 59-2354501)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) Not Applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Florida	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 133,314
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 133,314
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 133,314	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.8%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons	
	Levan BFC Stock Partners LP (I.R.S. No. 20-4185196)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	Not Applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		1,684,571
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		1,684,571
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	1,684,571	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	9.7%	
14.	Type of Reporting Person (See Instructions)	
	PN	

1.	Names of Reporting Persons	
	John E. Abdo	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	Not applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		0
	8.	Shared Voting Power
		6,948,892
	9.	Sole Dispositive Power
		5,986,936
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	6,948,892	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	39.8%	
14.	Type of Reporting Person (See Instructions)	
	IN	

1.	Names of Reporting Persons	
	Jarett S. Levan	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	Not applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		0
	8.	Shared Voting Power
		3,192,654
	9.	Sole Dispositive Power
		251,101
	10.	Shared Dispositive Power
		1,250,000
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	3,192,654	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	18.3%	
14.	Type of Reporting Person (See Instructions)	
	IN	

1.	Names of Reporting Persons	
	Seth M. Wise	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	Not applicable	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		0
	8.	Shared Voting Power
		1,577,706
	9.	Sole Dispositive Power
		963,859
	10.	Shared Dispositive Power
		250,000
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	1,577,706	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	9.0%	
14.	Type of Reporting Person (See Instructions)	
	IN	

Amendment to Schedule 13D

This Amendment to Schedule 13D is being filed by the reporting persons set forth on the cover sheets hereto (the “Reporting Persons”) to amend the Amended and Restated Schedule 13D filed on December 14, 2007, as previously amended (the “Schedule 13D”), relating to the Class B Common Stock, par value \$0.01 per share, of BBX Capital Corporation (formerly BFC Financial Corporation), a Florida corporation (“BBX”), solely to the extent set forth herein.

BBX’s principal executive offices are located at 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is supplemented as follows:

The information set forth in rows 7-13 of the cover sheets hereto for each Reporting Person is incorporated by reference into this Item 5. The change in the number of shares owned by Alan B. Levan, John E. Abdo, Jarett S. Levan and Seth M. Wise and their related percentage ownership is updated to reflect restricted stock awards granted since the most-recent amendment to the Schedule 13D and shares surrendered to satisfy tax withholding obligations of BBX in connection with the vesting of restricted stock awards, including, without limitation, the following shares surrendered within the last 60 days:

<u>Reporting Person</u>	<u>Date of Surrender</u>	<u>Class of Common Stock</u>	<u>Shares Surrendered</u>
Alan B. Levan	9/30/18	Class A	169,914
	10/1/18	Class A	185,712
	10/1/18	Class B	70,047
John E. Abdo	9/30/18	Class A	169,914
	10/1/18	Class B	120,277
	10/2/18	Class A	152,427
Jarett S. Levan	10/3/18	Class A	36,541
	10/3/18	Class B	38,262
	9/30/18	Class A	35,067
	9/30/18	Class B	50,710
	10/1/18	Class B	44,775
Seth M. Wise	10/4/18	Class A	36,541
	10/4/18	Class B	38,262
	9/30/18	Class B	86,354
	10/1/18	Class B	44,775

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is amended to add the following:

On October 31, 2018, Alan B. Levan, Jarett S. Levan, Florida Partners Corporation, Levan BFC Stock Partners LP and Levan Partners LLC entered into an agreement (the "October 2018 Agreement") which terminated the parties' Stock Option Agreement which was previously disclosed in the Amendment to Schedule 13D filed on December 2, 2013. The October 2018 Agreement also amended the Shareholders Agreement previously entered into between Mr. Alan Levan and Mr. Jarett Levan (a copy of which is included as Exhibit 2 to the Amendment to Schedule 13D filed on November 15, 2016), to provide that Mr. Jarett Levan may not convert shares of BBX's Class B Common Stock into shares of BBX's Class A Common Stock without Mr. Alan Levan's approval if after giving effect to such conversion Mr. Jarett Levan would beneficially own less than 1,000,000 shares of BBX's Class B Common Stock. Prior to the amendment, the minimum number of BBX's Class B Common Stock shares required to be owned by Mr. Jarett Levan following a conversion was 600,000 shares. In addition, pursuant to the October 2018 Agreement, each of Mr. Alan Levan, Florida Partners Corporation, Levan BFC Stock Partners LP and Levan Partners LLC granted Mr. Jarett Levan a proxy to vote or direct the voting of shares of BBX's Class B Common Stock beneficially owned by such shareholders in the event of the death or disability, as defined, of Mr. Alan Levan. Further, Mr. Jarett Levan agreed that in the event of Mr. Alan Levan's death, Mr. Jarett Levan will use his best efforts as a shareholder of BBX to cause BBX to sell all or substantially all of BBX's interest in Bluegreen Vacations Corporation still owned by BBX and cause the proceeds of such transaction to be distributed to the shareholders of BBX.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is amended to add the following exhibit:

Exhibit 1 Agreement, dated as of October 31, 2018, by and between Alan B. Levan, Jarett S. Levan, Florida Partners Corporation, Levan BFC Stock Partners LP and Levan Partners LLC

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

November 2, 2018
Date

/s/ Alan B. Levan
Alan B. Levan

/s/ John E. Abdo
John E. Abdo

/s/ Jarett S. Levan
Jarett S. Levan

/s/ Seth M. Wise
Seth M. Wise

Levan Partners LLC

/s/ Alan B. Levan
Signature

Alan B. Levan/Manager
Name/Title

Florida Partners Corporation

/s/ Alan B. Levan
Signature

Alan B. Levan/President
Name/Title

Levan BFC Stock Partners LP

By: Levan Management LLC
Its General Partner

/s/ Alan B. Levan
Signature

Alan B. Levan/President
Name/Title

AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into as of this 31st day of October, 2018 (the "Effective Date"), by and among Alan B. Levan, a natural person ("ABL"). Florida Partners Corporation, a Florida corporation ("Florida Partners"). Levan BFC Stock Partners LP, a Delaware limited partnership ("BFC Stock Partners"). Levan Partners, LLC, a Florida limited liability company ("Levan Partners") and collectively with ABL, Florida Partners and BFC Stock Partners, the "Grantors", and Jarett S. Levan, a natural person ("JSL").

RECITALS

WHEREAS, ABL is the Chairman and Chief Executive Officer of BBX Capital Corporation, a Florida Corporation ("BBX Capital"), formerly known as BFC Financial Corporation;

WHEREAS, ABL may be deemed to control Florida Partners, Levan Partners and Levan BFC Stock Partners;

WHEREAS, ABL is the father of JSL;

WHEREAS, certain of the Grantors and JSL are parties to that certain Stock Option Agreement, dated as of November 2, 2013 (the "Stock Option Agreement"), and all other parties to the Stock Option Agreement have been dissolved;

WHEREAS, the parties desire to terminate the Stock Option Agreement; and

WHEREAS, by Memorandum dated September 15, 2014 (the "Memorandum") entered into by ABL and JSL, JSL, among other things, granted ABL a proxy to vote all of the shares of BBX Capital's Class B Common Stock, \$0.01 par value per share ("BBX Capital Class B Common Stock") directly or indirectly beneficially owned or otherwise controlled by him by way of a proxy or otherwise, and ABL and JSL wish to amend the Memorandum as set forth herein for the voting of shares of BBX Capital Class B Common Stock and other Class B Shares (as hereinafter defined) beneficially owned or controlled by them and for the disposition of the Class B Shares in certain events.

NOW, THEREFORE, in consideration of and subject to the mutual agreements, terms and conditions herein contained, the parties hereby agree as follows:

1. Termination of Stock Option Agreement. The Stock Option Agreement is hereby terminated and is of no further force or effect.

2. Amendment and Effectiveness of Memorandum. Section 3.1 of the Memorandum is hereby amended to increase the minimum number of BBX Capital Class B Common Stock shares required to be owned by JSL to 1,000,000 shares. ABL and JSL agree that the Memorandum shall be and hereby is amended only as expressly set forth herein and, subject to such amendments, shall remain in full force and effect. In the event of a conflict between the provisions of the Memorandum and the provisions of this Agreement, the provisions of this Agreement shall control with respect to such conflict.

3. Death or Disability of ABL. By the execution of this Agreement, effective upon the death or Disability (as hereinafter defined) of ABL, each Grantor hereby appoints and constitutes JSL as the proxy of such Grantor to vote or direct the voting of any shares of BBX Capital Class B Common Stock including ABL's RSAs of Class B Common Stock entitled to vote or any shares issued based on the ownership or in exchange for such BBX Capital Class B Common Stock (the "Class B Shares") held by such Grantor. For the avoidance of doubt, the proxy granted pursuant to this Section 3 shall not be deemed to confer any rights or powers on or to JSL with respect to the Class B Shares held by the Grantors other than the power to vote or direct the voting of such shares following ABL's death or Disability; it being expressly understood that nothing herein shall limit or restrict in any way the conversion and sale of such shares at any time. The Grantors may at any time in their sole discretion convert the shares of BBX Capital Class B Common Stock into shares of BBX Capital's Class A Common Stock and sell such shares. Grantors shall not sell Class B Shares without first converting the shares to BBX Class A Common Stock. Notwithstanding anything herein to the contrary, the parties agree and acknowledge that JSL may serve as executor of ABL's estate and as Trustee of Trusts established as part of ABL's estate planning and take such actions as necessary to meet his responsibilities in such capacities.

4. Covenants. Upon the death of ABL, if Bluegreen Vacations Corporation or its successors ("Bluegreen") is owned directly or indirectly in whole or in part by BBX Capital, JSL as a shareholder of BBX Capital and as holder of any proxy granted to him herein, shall use his best efforts to cause BBX Capital to sell all or substantially all of BBX Capital's interest in Bluegreen and to cause the proceeds of such transaction to be distributed to the shareholders of BBX Capital, all in a tax efficient manner to the extent reasonably possible.

5. Disability. For purposes of this Agreement, a "Disability" will be deemed to exist if ABL (i) does not have the capacity to make decisions as the holder of Class B Common Stock based on a medically determinable physical or mental impairment, or (ii) is finally determined by a court of competent jurisdiction to be unable to manage his own personal and financial affairs due to a physical or mental condition.

6. ABL Authority. Each of Levan Partners, Florida Partners and BFC Stock Partners hereby grants to ABL the power and authority to act on its behalf with respect to all matters related to this Agreement and the transactions contemplated hereby, including, without limitation, the authority to terminate this Agreement on behalf of all of the Grantors and the authority to agree to and execute amendments, addendums and other modifications to this Agreement on behalf of all of the Grantors.

7. Termination. This Agreement may be terminated by ABL, on behalf of himself and any or all of the other Grantors in accordance with the authority granted to him pursuant to this Agreement by delivering written notice of such termination to JSL, at which time this Agreement shall immediately be deemed terminated without any further action by any party hereto. JSL agrees that until ABL's death, this Agreement may be terminated, in whole or in part, by ABL, but any such termination shall not reinstate previously terminated agreements or previous amendments to existing agreements except as specifically provided in such termination.

8. Parties in Interest. All covenants and agreements contained in this Agreement by or on behalf of each party shall bind and inure to the benefit of the respective heirs, personal representatives, legal representatives, successors and permitted assigns of such party whether so expressed or not; provided, however, that other than transfers by operation of law, no party may assign, in whole or in part, this Agreement or any right or obligation hereunder, without the prior written consent of ABL.

9. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly received by the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to ABL or any other Grantor: Alan B. Levan
401 East Las Olas Boulevard, Suite 800
Fort Lauderdale, Florida 33301

If to the Grantee: Jarett S. Levan
401 East Las Olas Boulevard, Suite 800
Fort Lauderdale, Florida 33301

10. Severability. If any term or provision of this Agreement is finally deemed by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to any party.

11. Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

13. Independent Representation. The Grantors, on the one hand, and JSL, on the other hand, each acknowledges and represents that they or he has been advised to seek, and has had the time and opportunity to seek, independent legal counsel in connection with the negotiation, preparation, review and execution of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of law provisions thereof. The parties agree that this Agreement, including Section 3, shall be deemed a shareholders' agreement in accordance with §607.0731 of the Florida Business Corporation Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be duly executed as of the date first above written.

ABL:


JSL:




Alan B. Levan

Jarett S. Levan

Levan Partners, LLC
a Florida limited liability company


By: 
Name: Alan B. Levan
Title: President

Florida Partners Corporation,
a Florida corporation

By: 
Name: Alan B. Levan
Title: President

Levan BFC Stock Partners LP,
a Delaware limited partnership

By: Levan Management LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: Alan B. Levan
Title: President