

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-20975-CIV-HUCK/SIMONTON

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

JOHN P. UTSICK; ROBERT YEAGER; DONNA YEAGER;
WORLDWIDE ENTERTAINMENT, INC.;
THE ENTERTAINMENT GROUP FUND, INC.;
AMERICAN ENTERPRISES, INC., AND
ENTERTAINMENT FUNDS, INC.,

Defendants.

_____/

NOTICE OF HEARING

_____/ PLEASE TAKE NOTICE that a status conference will be held on **Wednesday, November 29, 2006, at 9:00 a.m.** before the Honorable Paul C. Huck, United States District Judge, 99 N.E. Fourth Street, 10th Floor, Courtroom 6, Miami, Florida. Out-of-town counsel may appear by telephone by notifying the Court on or before 10:00 a.m. on the day before the hearing. All of the parties appearing by telephone shall arrange the call through a commercial carrier and place the call to Chambers (305) 523-5520 at the appointed time.

DONE in Chambers, Miami, Florida, August 24, 2006.

/s/ Genevieve McGee

Deputy Clerk
United States District Court

Copies furnished to:
All Counsel of Record

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 06-20975-CIV-HUCK/SIMONTON

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

JOHN P. UTSICK, ROBERT YEAGER,
DONNA YEAGER, WORLDWIDE
ENTERTAINMENT, INC., THE
ENTERTAINMENT GROUP FUND, INC.,
AMERICAN ENTERPRISES, INC., and
ENTERTAINMENT FUNDS, INC.

Defendants.

**RECEIVER'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT
AND WIND DOWN AGREEMENT WITH SHAREHOLDERS OF
JACK UTSICK PRESENTS NORTHEAST, INC.
AND INCORPORATED MEMORANDUM OF LAW**

The Receiver, Michael I. Goldberg, Esq. ("Receiver"), in his capacity as the court-appointed Receiver for Worldwide Entertainment, Inc. ("Worldwide"), The Entertainment Group Fund, Inc. ("TEGFI"), American Enterprises, Inc. ("AEI"), and Entertainment Funds, Inc. ("EFI"), by and through undersigned counsel, files this unopposed motion seeking an Order approving the Settlement and Wind Down Agreement the Receiver has entered into with BS Entertainment, LLC ("BS Entertainment") and William Rogers ("Rogers") (BS Entertainment, Rogers and the Receiver are collectively referred to as the "Settling Parties"), and in support thereof states:

I. INTRODUCTION AND FACTUAL BACKGROUND

1. On April 20, 2006, this Court entered the "*Order Appointing Receiver*" (the "Receivership Order") whereby Michael I. Goldberg was appointed Receiver over the assets, liabilities and business interests of Worldwide, TEGFI, AEI, and EFI (collectively referred to as the "Receivership Entities").

2. On or about January 11, 2002, prior to the entry of the Receivership Order, TEGFI and BS Entertainment entered into a Shareholders Agreement (the "Shareholders Agreement") which provided for, among other things, the formation of a Florida corporation known as Jack Utsick Presents, N.E., Inc. ("JUPNE"). Since its formation, JUPNE has been engaged in concert and event promotion primarily in the Northeastern United States.

3. TEGFI and BS Entertainment each own 50% of the issued and outstanding shares of capital stock of JUPNE. According to the Shareholders Agreement, TEGFI and BS Entertainment evenly split all net profits.

4. Rogers and Sidney Payne ("Payne") own 100% of the membership interests in and control of BS Entertainment.

5. Rogers and Payne are officers of JUPNE and control and/or manage the daily business affairs of JUPNE. According to the Shareholders Agreement, Defendant, John Utsick ("Utsick") is the CEO of JUPNE. However, Rogers and/or Payne advised the Receiver that Utsick was never involved in the day to day affairs of JUPNE.

6. Upon his appointment, the Receiver monitored and evaluated the business operations of JUPNE to determine whether JUPNE is a viable business enterprise whose continued business operations would benefit the Receivership estate.

7. The Receiver reviewed JUPNE's books and records, its 2005 federal tax returns and other financial documents. The 2005 federal tax returns demonstrate that JUPNE suffered net losses in the amount of \$174,428 during 2005.¹ While the 2006 financial records have not been finalized, the Receiver has been advised that JUPNE will either break even or suffer another net loss for 2006.

8. According to JUPNE and TEGFI's financial records, TEGFI has advanced the sum of \$66,000 (approx.) to JUPNE to fund operating cash shortfalls. However, due to cash flow and liquidity issues, this sum has not been repaid to TEGFI and remains due and outstanding.

9. The Receiver has met extensively with Rogers and Payne to discuss the viability of JUPNE's continued operations. Rogers and Payne have advised the Receiver that JUPNE needs a significant equity infusion to become a viable entity in the concert promotion business. Rogers and Payne have also accused Utsick (which accusations Utsick denies), and/or other entities associated with the Receivership estate, of violating certain covenants not to compete and territorial restrictions set forth in the Shareholders Agreement.

10. Based upon his review of JUPNE's financial records, the liquidation value of JUPNE (which appears to be minimal), and the exercise of his business judgment, the Receiver has determined that the continued funding and operation of JUPNE is not in the best interest of the Receivership estate.

11. As such, the Receiver has negotiated a Settlement and Wind Down Agreement (the "Wind Down Agreement") with BS Entertainment and Rogers which provides for the dissolution and wind down of JUPNE and resolves some, but not all, of the differences between

¹ JUPNE's federal tax returns for 2004 showed a net profit of \$18,653.00, while the federal tax returns for 2003 indicate a net loss of \$12,975.00.

BS Entertainment, Rogers and the Receiver regarding the parties respective rights under the Shareholders Agreement. A true and correct copy of the Wind Down Agreement is attached hereto as Exhibit "A" and is briefly summarized herein.

II. THE SETTLEMENT AND WIND DOWN AGREEMENT

12. The Settling Parties agree that JUPNE will continue to operate and fulfill all of its business obligations relating to the forty-two (42) remaining events under contract with various artists, venues, advertisers, and other third parties (the "Contracted Events").

13. JUPNE will not enter into contracts for any additional events. However, commencing on the date of execution of the Wind Down Agreement, Payne and Rogers, together or independently, may enter into contracts with artists, venues, advertisers and third parties, etc. without restriction or interference from the Receiver.

14. JUPNE shall pay all of its normal and regular operating expenses and liabilities, including regular and normal salaries (excluding bonuses) of JUPNE employees (the "Liabilities") from the proceeds received through the account receivables and otherwise through the liquidation of JUPNE's assets, including the gross proceeds from the Contracted Events.

15. The Wind Down Agreement also provides that on November 10, 2006 and again on December 10, 2006, Rogers shall provide the Receiver with details of all of JUPNE's expenditures and receipts for the previous month, including, but not limited to, monthly check disbursement records, monthly payable records, bills, other requests for payment, and settlement statements from each of the Contracted Events completed during the previous month.

16. Except as otherwise set forth in Paragraph 3 of the Wind Down Agreement, upon full payment of the Liabilities, JUPNE shall pay the sum of \$100,000 (the "\$100,000 Obligation") to the Receiver in full satisfaction of any advances, loans, capital contributions or

any other monies provided by the Receivership Entities under the Shareholders Agreement or otherwise (the "Advances"). As a result of TEGFI's unpaid obligations to BS Entertainment (relating to the operation of the Keswick Theatre), JUPNE shall receive a credit of \$34,970 against the \$100,000 Obligation, resulting in a balance owed to the Receiver in the sum of \$65,030 (the "Final Obligation").

17. The Final Obligation shall be paid in full on or before the close of business on January 5, 2007. To the extent the Final Obligation, is not timely received by the Receiver, Rogers personally guarantees to pay the Receiver on or before the close of business on March 5, 2007, as provided in ¶ 18 any shortfall up to the sum of \$30,000 unless the Receiver receives payment from another source.

18. Moreover, in the event the Final Obligation or any portion of the Final Obligation is not timely paid, the Receiver may set-off, or recoup the Final Obligation or any non-paid portion thereof from any monies owed to JUPNE, to Rogers, or to any other business entity owned in part (either legally or equitably) by Rogers, by Keswick Entertainment Group, Inc., based on any continued business relationship between Keswick Entertainment Group, Inc.

19. Once the Final Obligation is paid in full, Roger's personal guaranty shall be deemed satisfied and paid in full, and all remaining assets of JUPNE shall be the sole property of Rogers and Payne.

20. Rogers shall continue to perform his duties as an officer of JUPNE and operate JUPNE in accordance with the Wind Down Agreement until JUPNE is dissolved, pursuant to the terms of the Wind Down Agreement.

21. Rogers and Payne shall receive their respective employment compensation from JUPNE through December 31, 2006. If the Final Obligation is not paid to the Receiver in full on

or before the close of business on January 5, 2007, then until the Final Obligation is fully satisfied, neither Rogers, nor Payne, shall receive any employment compensation from JUPNE except reimbursement of any documented, normal and regular out-of-pocket expenses incurred on behalf of JUPNE.

22. The Settling Parties agree that subject to satisfaction of the provisions in the Wind Down Agreement, JUPNE shall be dissolved once the Liabilities are paid in full and the Receiver is paid the Final Obligation.

23. The Settling Parties further agree that the Wind Down Agreement is subject to approval of this Court. The Receiver agrees to use his best efforts to obtain approval of the Wind Down Agreement on an expedited basis. In the event the Wind Down Agreement is not approved for any reason, then the Parties agree that all provisions of the Wind Down Agreement, except Paragraph 2.10, shall not be binding or otherwise have any force or effect.

24. The Settling Parties agree that the provisions of the Wind Down Agreement only relate and apply to the wind down and dissolution of JUPNE, the settlement of Advances, the \$100,000 Obligation and the Final Obligation and the other matters and issues described in the Wind Down Agreement. The Wind Down Agreement does not relate to or affect in any way any obligations which purportedly may be owed by JUPNE, Rogers and/or Payne to Worldwide for the promotion of events by the Settling Parties not in accordance with the Shareholders Agreement, nor does the Wind-Down Agreement relate to or affect in any way any obligations which may be owed to Rogers and/or BS Entertainment by virtue of purported violations of the Shareholders Agreement by TEGFI, Worldwide, the Receiver, Utsick, or any related or affiliated person or entity, none of which purported obligations or violations are admitted by any of the

foregoing entities or persons, all of which claims and causes of action being preserved and reserved despite the ultimate dissolution of JUPNE.

III. INCORPORATED MEMORANDUM OF LAW

The district court has broad powers and wide discretion to determine relief in an equity receivership. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). The power of courts over their own receivers, including their authority to control them in the settlement of all demands against the property held by them in their capacity as receivers, is well established..." *Bancroft v. Allen*, 138 Fla. 841, 190 So. 885 (Fla. 1939). It is equally the duty of the court appointing a receiver to compel the settlement of claims against the property in his possession in the most expeditious manner, and so as to avoid litigation and expense to the fund in charge of the court. *Id.* 138 Fla. at 854, 190 So. at 890; *Fugazy Travel Bureau, Inc. v. State*, 188 So.2d 842, 843 (Fla. 4th DCA 1966).

The right of a receiver to settle claims and compromise actions with the approval and sanction of the court is well recognized. *Id.*; *O'Neal v. General Motors Corporation*, 841 F.Supp. 391, 398 (M.D. Fla. 1993). The Receivership Order entered in this case, specifically authorizes the Receiver to, among other things: "Defend, compromise or settle legal actions...in which the Defendants or the Receiver is a party, commenced either prior to or subsequent to this Order, with authorization of this Court..." See ¶ 6 of the Receivership Order. Accordingly, the Receiver seeks approval of this Court to enter into the Settlement Agreement.

The Receiver believes the Wind-Down Agreement is in the best interest of the parties and the Receivership Estate. First, the Receiver entered into the Wind Down Agreement only after a thorough analysis of JUPNE's financial documents and interviews with Rogers and Payne concerning JUPNE's business operations.. Second, the Receiver also believes the Wind-Down

Agreement is in the best interest of the Receivership because without entering into the agreement, The Receivership could incur significant litigation costs in drawn out legal battles with BS Entertainment and/or Rogers over the liquidation of JUPNE, during which all of JUPNE's assets may be exhausted and the Receivership would not receive the \$100,000 for the benefit of the Receivership Estate.

WHEREFORE, the Receiver respectfully requests this Court (i) enter an Order in the form attached hereto as Exhibit "B" approving the Settlement Agreement; (ii) reserve jurisdiction to enforce the terms of the Settlement Agreement; and (iii) grant such other relief as is just and proper.

LOCAL RULE 7.1 CERTIFICATION OF COUNSEL

Pursuant to Local Rule 7.1, undersigned counsel hereby certifies that the Receiver has conferred with counsel for the United States Securities and Exchange Commission, the Yeagers and Utsick, none of whom have any objection to the relief requested herein.

Respectfully submitted,

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By: /s/ Joan Levit

Joan Levit, Esq.

Florida Bar Number: 987530

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of November, 2006, I electronically filed the foregoing Motion with the Clerk of the Court by using the Electronic Filing System, and that a true and correct copy of the forgoing was furnished via U.S. Mail to the parties on the attached Service List.

/s/ Joan Levit

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and William Rogers*

EXHIBIT A

SETTLEMENT AND WIND DOWN AGREEMENT
BETWEEN SHAREHOLDERS OF
JACK UTSICK PRESENTS NORTHEAST, INC.

This Settlement and Wind Down Agreement (the "Wind Down Agreement") is entered into as of this ____ day of _____, 2006 by and among Michael I. Goldberg, solely in his capacity as Receiver for The Receivership Entities (as defined below) (the "Receiver"), BS Entertainment, LLC ("BS Entertainment"), and William Rogers ("Rogers"), (Rogers, together with the Receiver and BS Entertainment, individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, on April 20, 2006, the United States District Court for the Southern District of Florida (the "District Court") overseeing the case of *Securities and Exchange Commission v. John P. Utsick, Worldwide Entertainment, Inc., et. al*, Case No. 06-20975 (the "SEC Action") entered the "*Order Appointing Receiver*" whereby Michael I. Goldberg was appointed Receiver over the assets, liabilities and business interests of among other entites, World Wide Entertainment, Inc. ("WWE") and The Entertainment Group Fund, Inc. (collectively, all entities, as set forth in the Receivership Order, over whose assets, liabilities, business interests, etc. Michael Goldberg has been appointed the Receiver shall be referred to as the "Receivership Entities");

WHEREAS, The Entertainment Group Fund, Inc., a Florida corporation. ("TEGFI") and BS Entertainment entered into a Shareholders Agreement dated January 11, 2002, (the "Shareholders Agreement") which provided for, among other things, formation of Jack Utsick Presents, N.E., Inc., a Florida corporation ("JUPNE");

WHEREAS, since January 2002, ("JUPNE") has been engaged in concert and event promotion primarily in the Northeast United States;

WHEREAS, TEGFI and BS Entertainment each own of record 50% of the issued and outstanding shares of capital stock of JUPNE;

WHEREAS, Rogers and Sidney Payne ("Payne") own 100% of the membership interests in and control BS Entertainment;

WHEREAS, Rogers and Payne are officers of JUPNE and control and/or manage the daily business affairs of JUPNE;

WHEREAS, disputes have arisen between the Receiver, BS Entertainment, Rogers and Payne with respect to the continued operations of JUPNE as a going concern;

WHEREAS, the Parties deem it in their best interest to enter into this Wind Down Agreement and to resolve their differences amicably.

NOW, THEREFORE, in consideration of the mutual promises, undertakings, agreements, and releases contained herein, the sufficiency and receipt of which is hereby acknowledged the Parties agree as follows:

1. Confirmation of Recitals. The foregoing recitals are true and correct to the best of the Parties' knowledge, information, and belief, and are incorporated as though more fully set forth herein.

2. Wind Down Terms

2.01 The Parties agree that JUPNE will continue to operate and fulfill all of its business obligations for the 42 remaining events under contract with various artists, venues, advertisers, and other third parties as of October 4, 2006 (the "Contracted Events"). JUPNE will not enter into any contracts for any additional events, however, as more particularly set forth below, Payne and Rogers, together or separately from the date of the execution of this Wind Down

Agreement by the Receiver forward may enter into contracts with artists, venues, advertisers and third parties, etc. without restriction or interference from the Receiver, and the Receiver, solely in his capacity as Receiver of the Receivership Entities, hereby waives any and all claims, rights or causes of action under the Shareholders Agreement or otherwise to stop such, or as a result of such, actions of Rogers and/or Payne.

- 2.02 From the proceeds received through the collection of account receivables and otherwise through the liquidation of JUPNE's assets, including the gross proceeds from the Contracted Events, JUPNE shall pay all normal and regular operating expenses and liabilities of JUPNE, including regular and normal salaries of employees of JUPNE (but not bonuses) (collectively, "Liabilities").
- 2.03 On November 10, 2006 and December 10, 2006 Rogers shall provide to the Receiver details on all expenditures and receipts of JUPNE for the previous month. Such documents will include, but are not limited to, monthly check disbursement records, monthly payable records, bills, other requests for payment, and "settlement statements" from each of the Contracted Events completed during the previous month.
- 2.04 Except as otherwise set forth in Paragraph 3 below, upon payment of all Liabilities in full, JUPNE shall pay the Receiver the sum of \$100,000.00 in full satisfaction of any advances, loans, capital contributions or any other monies provided by the Receivership Entities to JUPNE paid under the Shareholders Agreement or otherwise (the "Advances") (the "\$100,000 Obligation"). JUPNE shall receive a credit of \$34,970 against the \$100,000 Obligation based on

TEGFI's unpaid obligations to BS owed under paragraph 9(b) of the Shareholders Agreement as it relates to the operation of the Keswick Theatre, leaving a balance owed to the Receiver of \$65,030 (the "Final Obligation").

- 2.05 The Final Obligation shall be paid in full in good funds on or before the close of business on January 5, 2007. To the extent the Final Obligation is not timely paid to the Receiver then Rogers agrees to guarantee and personally pay the Receiver any shortfall up to \$30,000 (except to the extent the Receiver is paid such sum as set forth in the next sentence) and pay this amount to the Receiver on or before the close of business on March 5, 2007. Moreover, in the event the Final Obligation or any portion of the Final Obligation is not timely paid, then the Receiver may set-off, or recoup the amount of the Final Obligation or any portion thereof not timely paid from any monies owed to JUPNE, to Rogers, or to any other business entity owned in part (either legally or equitably) by Rogers, by Keswick Entertainment Group, Inc. based on any continued business relationship between Keswick Entertainment Group, Inc. and Rogers or any business entity owned in part (legally or equitably) by Rogers.
- 2.06 Once the Final Obligation is paid in full to the Receiver, then the personal guaranty of Rogers is deemed satisfied and paid in full, and all other assets of JUPNE shall be the sole property of Rogers and Payne.
- 2.07 Rogers shall continue to perform his duties as an officer of JUPNE and operate JUPNE in accordance with this Agreement until JUPNE is dissolved as hereinafter provided. Rogers and Payne shall receive their current respective employment compensation from JUPNE through December 31, 2006. If the

Final Obligation is not paid in full to the Receiver on or before the close of business on January 5, 2007, then neither Rogers nor Payne shall receive any employment compensation from JUPNE except reimbursement of any normal and regular out-of-pocket expenses incurred on behalf of JUPNE until the Final Obligation is paid in full; provided, however, JUPNE and/or Rogers must provide the Receiver with receipts for any out-of-pocket expenses and receive the Receiver's consent prior to causing JUPNE to reimburse the out-of-pocket expenses, such consent not to unreasonably be withheld or delayed. Once the Final Obligation is paid in full then any restrictions set forth in the preceding sentence shall be null and void and no longer enforceable.

2.08 The Parties agree subject to satisfaction of the foregoing provisions, once the Liabilities are paid in full and the Receiver is paid the Final Obligation pursuant to paragraphs 2.04 and 2.05 of this Wind Down Agreement, JUPNE shall be dissolved. Rogers shall use his reasonably best efforts to take such actions, and the Receiver shall cooperate, as necessary to effect such dissolution, including the filing of appropriate dissolution documents with the Secretary of State of Florida.

2.09 The Parties agree that this Wind Down Agreement is subject to approval of the District Court in the SEC Action. The Receiver agrees to use his best efforts to obtain approval of this Wind Down Agreement on an expedited basis. In the event this Wind Down Agreement is not approved for any reason, then the Parties agree that all provisions of this Wind Down Agreement, except Paragraph 2.10 below, shall not be binding or otherwise have any force or effect.

2.10 Upon the execution of this Wind Down Agreement, all Parties shall waive the right to enforce any of the "Exclusive Territory" provisions set forth in paragraph 17 of the Shareholders Agreement or any other non-compete provisions of the Shareholders Agreement so that Rogers and Payne may individually or together, form new business entities or otherwise promote events in the Exclusive Territory previously subject to restrictions or otherwise.

3 Non-Settlement of Obligations Owed to WWE and/or to BS Entertainment, Rogers and/or Payne.

The Parties agree that the provisions of this Wind Down Agreement only relate and apply to the wind down and dissolution of JUPNE, the settlement of Advances, the \$100,000 Obligation and the Final Obligation and the other matters and issues described herein. It is expressly understood that this Wind Down Agreement does not relate to or affect in any way any obligations which purportedly may be owed by JUPNE, Rogers and/or Payne to WWE or anyone else for the promotion of events by the Parties not in accordance with the Shareholders Agreement nor does this Wind Down Agreement relate to or affect in any way any obligations which may be owed to Rogers and/or BS Entertainment by virtue of purported violations of the Shareholders Agreement by TEGFI, WWE, the Receiver, John Paul Utsick, or any related or affiliated person or entity, none of which purported obligations or violations are admitted by any of the foregoing entities or persons, all of which claims and causes of action are hereby preserved and reserved despite the ultimate dissolution of JUPNE.

4. **Entire Agreement.** This Wind Down Agreement constitutes the entire agreement between and among the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, discussions, representations, and

Settlement and Wind Down Agreement

Jack Utsick Presents, N.E., Inc.

statements. No representations and/or agreements, whether written, expressed, or implied shall be binding upon the Parties with respect to the subject matter of this Wind Down Agreement unless expressly set forth in this Wind Down Agreement.

5. **Waiver of Right to Jury Trial.** By entering into this WindDown Agreement, the Parties hereby irrevocably waive any right to a trial by jury in any action, proceeding, cross-claim or counterclaim arising out of or related to this Agreement.

6. **Retention of Jurisdiction.** The parties agree that the District Court in the SEC Action shall have sole and exclusive jurisdiction to enforce the terms of this Wind Down Agreement.

7. **Prevailing Party Attorneys Fees Award.** In the event that any action is brought by any Party hereto to enforce this Wind Down Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, both at the trial court level and in any subsequent appeals, incurred in connection therewith.

8. **Waiver and Modification.** No waiver or modifications of the terms hereof shall be valid unless in writing, signed by the Party or Parties to be charged, and only to the extent therein set forth. No covenant, representation, or condition not expressed in this Agreement shall be offset or be effective to interpret, change, or restrict the expressed provisions of this Agreement.

9. **Validity.** The invalidity, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase, word, or any provision of this Agreement shall not affect the validity of the remaining portions thereof.

10. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. Agreement Entered Voluntarily. Each of the Parties has reviewed this Wind Down Agreement and agrees and acknowledges that the Wind Down Agreement is voluntarily entered into without duress and that each of the parties has consulted with legal counsel or has been given the opportunity to do so.

12. Rules of Construction. For purposes of any construction of the intent of this Agreement, the Parties intend that no party be deemed or characterized as the drafter and that the construction occur without regard to any canons of construction concerning the drafter.

13. Binding Effect and Survival. This Wind Down Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, guardians, legal representatives, administrators, assigns, predecessors and successors.

14. Reasonable Cooperation. All Parties succeeding in interest hereunder agree, respectively, to make, execute, and deliver any documents necessary to carry out this Wind Down Agreement.

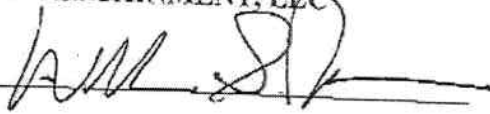
15. Counterparts. The Parties may execute this Wind Down Agreement in several counterparts, each of which shall be deemed an original. All counterparts shall constitute one agreement binding on all the Parties, regardless of whether all the Parties are signatories to the same counterpart, but this Agreement is without effect until each of the Parties has executed a counterpart and delivered it to the other party.

Settlement and Wind Down Agreement
Jack Utsick Presents, N.E., Inc.

16. Headings Description Only. Each of the foregoing numbered headings is for descriptive purposes only, and shall have no independent force or effect.


The undersigned have entered into this Wind Down Agreement with the intent to be bound.

BS ENTERTAINMENT, LLC

By 

Name: William S. ROGERS

Title: PRESIDENT


WILLIAM ROGERS

MICHAEL I. GOLDBERG, solely in his capacity as Receiver for The Receivership Entities.

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
(MIAMI DIVISION)

CASE NO. 06-20975-CIV-HUCK / SIMONTON

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

JACK P. UTSICK, ROBERT YEAGER,
DONNA YEAGER, WORLDWIDE
ENTERTAINMENT, INC., THE
ENTERTAINMENT GROUP FUND, INC.,
AMERICAN ENTERPRISES, INC.,
and ENTERTAINMENT FUNDS, INC.

Defendants.

**ORDER GRANTING RECEIVER'S UNOPPOSED MOTION FOR
APPROVAL OF SETTLEMENT AND WIND DOWN AGREEMENT WITH
SHAREHOLDERS OF JACK UTSICK PRESENTS NORTHEAST, INC.**

THIS CAUSE came before the Court without hearing on the Receiver, Michael Goldberg's (the "Receiver") motion for approval of the Settlement and Wind Down Agreement the Receiver has entered into with BS Entertainment, LLC ("BS Entertainment") and William Rogers ("Rogers") ("Motion to Approve Wind Down Agreement"). The Court, having reviewed the Motion to Approve Wind Down Agreement, being advised that counsel for the Securities & Exchange Commission, Jack Utsick and Robert and Donna Yeager have no opposition to the entry of an order granting the Motion to Approve Wind Down Agreement, and being otherwise fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED that

1. The Receiver's Motion to Approve Wind Down Agreement is Granted.

2. The Wind Down Agreement, attached hereto as Exhibit A, and incorporated herein is ratified, approved and adopted by this Court. The Receiver is authorized to enter into the Wind Down Agreement and execute any documents and take any actions reasonably necessary to consummate the transactions contemplated therein.

3. The Court reserves jurisdiction to enforce the terms of the Wind Down Agreement.

DONE AND ORDERED in Chambers in Miami-Dade County, Florida on this ____ day of _____, 2006.

PAUL C. HUCK
UNITED STATES DISTRICT JUDGE

Conformed copies to:

All counsel of record

EXHIBIT A

SETTLEMENT AND WIND DOWN AGREEMENT
BETWEEN SHAREHOLDERS OF
JACK UTSICK PRESENTS NORTHEAST, INC.

This Settlement and Wind Down Agreement (the "Wind Down Agreement") is entered into as of this ____ day of _____, 2006 by and among Michael I. Goldberg, solely in his capacity as Receiver for The Receivership Entities (as defined below) (the "Receiver"), BS Entertainment, LLC ("BS Entertainment"), and William Rogers ("Rogers"), (Rogers, together with the Receiver and BS Entertainment, individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, on April 20, 2006, the United States District Court for the Southern District of Florida (the "District Court") overseeing the case of *Securities and Exchange Commission v. John P. Utsick, Worldwide Entertainment, Inc., et. al*, Case No. 06-20975 (the "SEC Action") entered the "*Order Appointing Receiver*" whereby Michael I. Goldberg was appointed Receiver over the assets, liabilities and business interests of among other entites, World Wide Entertainment, Inc. ("WWE") and The Entertainment Group Fund, Inc. (collectively, all entities, as set forth in the Receivership Order, over whose assets, liabilities, business interests, etc. Michael Goldberg has been appointed the Receiver shall be referred to as the "Receivership Entities");

WHEREAS, The Entertainment Group Fund, Inc., a Florida corporation. ("TEGFI") and BS Entertainment entered into a Shareholders Agreement dated January 11, 2002, (the "Shareholders Agreement") which provided for, among other things, formation of Jack Utsick Presents, N.E., Inc., a Florida corporation ("JUPNE");

WHEREAS, since January 2002, ("JUPNE") has been engaged in concert and event promotion primarily in the Northeast United States;

WHEREAS, TEGFI and BS Entertainment each own of record 50% of the issued and outstanding shares of capital stock of JUPNE;

WHEREAS, Rogers and Sidney Payne ("Payne") own 100% of the membership interests in and control BS Entertainment;

WHEREAS, Rogers and Payne are officers of JUPNE and control and/or manage the daily business affairs of JUPNE;

WHEREAS, disputes have arisen between the Receiver, BS Entertainment, Rogers and Payne with respect to the continued operations of JUPNE as a going concern;

WHEREAS, the Parties deem it in their best interest to enter into this Wind Down Agreement and to resolve their differences amicably.

NOW, THEREFORE, in consideration of the mutual promises, undertakings, agreements, and releases contained herein, the sufficiency and receipt of which is hereby acknowledged the Parties agree as follows:

1. Confirmation of Recitals. The foregoing recitals are true and correct to the best of the Parties' knowledge, information, and belief, and are incorporated as though more fully set forth herein.

2. Wind Down Terms

2.01 The Parties agree that JUPNE will continue to operate and fulfill all of its business obligations for the 42 remaining events under contract with various artists, venues, advertisers, and other third parties as of October 4, 2006 (the "Contracted Events"). JUPNE will not enter into any contracts for any additional events, however, as more particularly set forth below, Payne and Rogers, together or separately from the date of the execution of this Wind Down

Agreement by the Receiver forward may enter into contracts with artists, venues, advertisers and third parties, etc. without restriction or interference from the Receiver, and the Receiver, solely in his capacity as Receiver of the Receivership Entities, hereby waives any and all claims, rights or causes of action under the Shareholders Agreement or otherwise to stop such, or as a result of such, actions of Rogers and/or Payne.

- 2.02 From the proceeds received through the collection of account receivables and otherwise through the liquidation of JUPNE's assets, including the gross proceeds from the Contracted Events, JUPNE shall pay all normal and regular operating expenses and liabilities of JUPNE, including regular and normal salaries of employees of JUPNE (but not bonuses) (collectively, "Liabilities").
- 2.03 On November 10, 2006 and December 10, 2006 Rogers shall provide to the Receiver details on all expenditures and receipts of JUPNE for the previous month. Such documents will include, but are not limited to, monthly check disbursement records, monthly payable records, bills, other requests for payment, and "settlement statements" from each of the Contracted Events completed during the previous month.
- 2.04 Except as otherwise set forth in Paragraph 3 below, upon payment of all Liabilities in full, JUPNE shall pay the Receiver the sum of \$100,000.00 in full satisfaction of any advances, loans, capital contributions or any other monies provided by the Receivership Entities to JUPNE paid under the Shareholders Agreement or otherwise (the "Advances") (the "\$100,000 Obligation"). JUPNE shall receive a credit of \$34,970 against the \$100,000 Obligation based on

TEGFI's unpaid obligations to BS owed under paragraph 9(b) of the Shareholders Agreement as it relates to the operation of the Keswick Theatre, leaving a balance owed to the Receiver of \$65,030 (the "Final Obligation").

- 2.05 The Final Obligation shall be paid in full in good funds on or before the close of business on January 5, 2007. To the extent the Final Obligation is not timely paid to the Receiver then Rogers agrees to guarantee and personally pay the Receiver any shortfall up to \$30,000 (except to the extent the Receiver is paid such sum as set forth in the next sentence) and pay this amount to the Receiver on or before the close of business on March 5, 2007. Moreover, in the event the Final Obligation or any portion of the Final Obligation is not timely paid, then the Receiver may set-off, or recoup the amount of the Final Obligation or any portion thereof not timely paid from any monies owed to JUPNE, to Rogers, or to any other business entity owned in part (either legally or equitably) by Rogers, by Keswick Entertainment Group, Inc. based on any continued business relationship between Keswick Entertainment Group, Inc. and Rogers or any business entity owned in part (legally or equitably) by Rogers.
- 2.06 Once the Final Obligation is paid in full to the Receiver, then the personal guaranty of Rogers is deemed satisfied and paid in full, and all other assets of JUPNE shall be the sole property of Rogers and Payne.
- 2.07 Rogers shall continue to perform his duties as an officer of JUPNE and operate JUPNE in accordance with this Agreement until JUPNE is dissolved as hereinafter provided. Rogers and Payne shall receive their current respective employment compensation from JUPNE through December 31, 2006. If the

Final Obligation is not paid in full to the Receiver on or before the close of business on January 5, 2007, then neither Rogers nor Payne shall receive any employment compensation from JUPNE except reimbursement of any normal and regular out-of-pocket expenses incurred on behalf of JUPNE until the Final Obligation is paid in full; provided, however, JUPNE and/or Rogers must provide the Receiver with receipts for any out-of-pocket expenses and receive the Receiver's consent prior to causing JUPNE to reimburse the out-of-pocket expenses, such consent not to unreasonably be withheld or delayed. Once the Final Obligation is paid in full then any restrictions set forth in the preceding sentence shall be null and void and no longer enforceable.

2.08 The Parties agree subject to satisfaction of the foregoing provisions, once the Liabilities are paid in full and the Receiver is paid the Final Obligation pursuant to paragraphs 2.04 and 2.05 of this Wind Down Agreement, JUPNE shall be dissolved. Rogers shall use his reasonably best efforts to take such actions, and the Receiver shall cooperate, as necessary to effect such dissolution, including the filing of appropriate dissolution documents with the Secretary of State of Florida.

2.09 The Parties agree that this Wind Down Agreement is subject to approval of the District Court in the SEC Action. The Receiver agrees to use his best efforts to obtain approval of this Wind Down Agreement on an expedited basis. In the event this Wind Down Agreement is not approved for any reason, then the Parties agree that all provisions of this Wind Down Agreement, except Paragraph 2.10 below, shall not be binding or otherwise have any force or effect.

2.10 Upon the execution of this Wind Down Agreement, all Parties shall waive the right to enforce any of the "Exclusive Territory" provisions set forth in paragraph 17 of the Shareholders Agreement or any other non-compete provisions of the Shareholders Agreement so that Rogers and Payne may individually or together, form new business entities or otherwise promote events in the Exclusive Territory previously subject to restrictions or otherwise.

3 Non-Settlement of Obligations Owed to WWE and/or to BS Entertainment, Rogers and/or Payne.

The Parties agree that the provisions of this Wind Down Agreement only relate and apply to the wind down and dissolution of JUPNE, the settlement of Advances, the \$100,000 Obligation and the Final Obligation and the other matters and issues described herein. It is expressly understood that this Wind Down Agreement does not relate to or affect in any way any obligations which purportedly may be owed by JUPNE, Rogers and/or Payne to WWE or anyone else for the promotion of events by the Parties not in accordance with the Shareholders Agreement nor does this Wind Down Agreement relate to or affect in any way any obligations which may be owed to Rogers and/or BS Entertainment by virtue of purported violations of the Shareholders Agreement by TEGFI, WWE, the Receiver, John Paul Utsick, or any related or affiliated person or entity, none of which purported obligations or violations are admitted by any of the foregoing entities or persons, all of which claims and causes of action are hereby preserved and reserved despite the ultimate dissolution of JUPNE.

4. Entire Agreement. This Wind Down Agreement constitutes the entire agreement between and among the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, discussions, representations, and

statements. No representations and/or agreements, whether written, expressed, or implied shall be binding upon the Parties with respect to the subject matter of this Wind Down Agreement unless expressly set forth in this Wind Down Agreement.

5. **Waiver of Right to Jury Trial.** By entering into this WindDown Agreement, the Parties hereby irrevocably waive any right to a trial by jury in any action, proceeding, cross-claim or counterclaim arising out of or related to this Agreement.

6. **Retention of Jurisdiction.** The parties agree that the District Court in the SEC Action shall have sole and exclusive jurisdiction to enforce the terms of this Wind Down Agreement.

7. **Prevailing Party Attorneys Fees Award.** In the event that any action is brought by any Party hereto to enforce this Wind Down Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, both at the trial court level and in any subsequent appeals, incurred in connection therewith.

8. **Waiver and Modification.** No waiver or modifications of the terms hereof shall be valid unless in writing, signed by the Party or Parties to be charged, and only to the extent therein set forth. No covenant, representation, or condition not expressed in this Agreement shall be offset or be effective to interpret, change, or restrict the expressed provisions of this Agreement.

9. **Validity.** The invalidity, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase, word, or any provision of this Agreement shall not affect the validity of the remaining portions thereof.

10. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

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11. **Agreement Entered Voluntarily.** Each of the Parties has reviewed this Wind Down Agreement and agrees and acknowledges that the Wind Down Agreement is voluntarily entered into without duress and that each of the parties has consulted with legal counsel or has been given the opportunity to do so.

12. **Rules of Construction.** For purposes of any construction of the intent of this Agreement, the Parties intend that no party be deemed or characterized as the drafter and that the construction occur without regard to any canons of construction concerning the drafter.

13. **Binding Effect and Survival.** This Wind Down Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, guardians, legal representatives, administrators, assigns, predecessors and successors.

14. **Reasonable Cooperation.** All Parties succeeding in interest hereunder agree, respectively, to make, execute, and deliver any documents necessary to carry out this Wind Down Agreement.

15. **Counterparts.** The Parties may execute this Wind Down Agreement in several counterparts, each of which shall be deemed an original. All counterparts shall constitute one agreement binding on all the Parties, regardless of whether all the Parties are signatories to the same counterpart, but this Agreement is without effect until each of the Parties has executed a counterpart and delivered it to the other party.

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16. Headings Description Only. Each of the foregoing numbered headings is for descriptive purposes only, and shall have no independent force or effect.

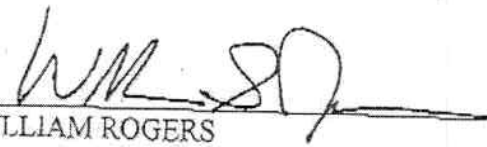
The undersigned have entered into this Wind Down Agreement with the intent to be bound.

BS ENTERTAINMENT, LLC

By 

Name: William S. ROGERS

Title: PRESIDENT


WILLIAM ROGERS

MICHAEL I. GOLDBERG, solely in his capacity as Receiver for The Receivership Entities.