

**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.

**RECEIVER'S MOTION FOR APPROVAL OF SALE
OF THE ASSETS OF THE KESWICK THEATRE
AND INCORPORATED MEMORANDUM OF LAW**

Michael I. Goldberg (the "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 Motion for Approval of Sale of the Assets of the Keswick Theatre. In support, the Receiver states as follows:

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. The Receivership Entities involve a complicated structure of numerous subsidiaries and affiliates conducting business throughout the world. Jack Utsick ("Utsick") created Worldwide to better reflect the global nature of his growing business. Thereafter, the Receivership Entities formed numerous wholly owned subsidiaries and affiliates for specific investment purposes, with the goal of limiting liability and tax consequences.

3. In February, 2002, TEGFI purchased the Keswick Theatre, a 1356 seat theater located in Glenside, Pennsylvania, for approximately \$1.4 million. The Keswick Theatre is owned free and clear of any recorded liens. In connection with this purchase, TEGFI formed two subsidiaries – Keswick Holdings, LLC to own the real estate and Keswick Entertainment Group, Inc., an operating company, to manage the Keswick Theatre. Upon information and belief, TEGFI owned ninety-five percent (95%) and Robert Yeager owned five percent (5%) of Keswick Holdings.

4. To encourage increased bookings at the Keswick Theatre, TEGFI entered into an agreement with BS Entertainment (TEGFI's partner in Jack Utsick Presents, N.E., Inc.), pursuant to which BS Entertainment was entitled to \$1.00 per ticket (for tickets greater than \$15.00) for the first 80,000 tickets sold each year in connection with all events produced by Keswick Entertainment Group or Jack Utsick Presents NE, Inc. ("NE").

5. The Keswick Theatre, which first opened in 1928, is nationally recognized as one of the most comfortable, acoustically perfect venues in the Philadelphia market. The events hosted at the Keswick are made up of shows promoted by NE, other promoters, co-promotions between the Keswick Theatre and other parties, and recurring events promoted exclusively by Keswick Entertainment. The Keswick Theatre has a full liquor license and derives revenue from

the sale of liquor. Based on the comfort of its facilities and its varied programming, the Keswick Theatre hosted more than 230 events in 2005, a number it exceeded in 2006.

6. Upon his appointment, the Receiver monitored and evaluated the business operations of the Receivership Entities and their affiliates, including the Keswick Theatre. The Receiver examined the Keswick Theatre books and records to determine whether the Keswick Theatre was a viable business enterprise whose continued business operations would benefit the Receivership Estate. Based on his review and business judgment, the Receiver determined that despite the fact that the Keswick Theatre hosted many shows, Keswick Entertainment lost money in the two years prior to the Receivership. As of December 31, 2005, Keswick Entertainment owed TEGFI more than \$500,000.00 pursuant to various notes.

7. Keswick Holdings, the owner of the real property, had total rental income from Keswick Entertainment of \$120,000.00 and \$70,000.00 in 2004 and 2005, respectively.¹ However, after payment of its operating expenses, Keswick Holding's net income for 2004 and 2005 was \$46,041.00 and \$1,972.00, respectively. Keswick Holdings owes TEGFI nearly \$600,000.00 pursuant to various notes. These notes are also in arrears.

8. The Receiver exercised his business judgment and marketed the Keswick Theatre for sale. Newspaper and theatre trade journals have widely disseminated the news that the theatre had been placed under the control of the Receiver. As a result, numerous inquiries were received over the last two (2) years, both by the Receiver and staff, and the management team located at the Keswick Theatre.

9. The Receiver received thirteen (13) inquiries regarding the Keswick Theatre. The Receiver asked interested parties to sign a Confidentiality Agreement and upon receipt of an executed Confidentiality Agreement, the Receiver sent out due diligence packages. The

¹ Keswick Entertainment is in arrears on its rental payments.

Receiver sent a total of nine (9) due diligence packages to interested parties. The Receiver received five (5) offers to purchase the Keswick Theatre. The offers ranged from \$1 million to \$3,250,000.00. The highest offer was deemed unacceptable for several reasons, including a final closing date proposed by the purchaser of up to two (2) years after an initial closing date with significant financing contingencies. In addition, the terms of the bid included a lease of the Keswick Theatre for the two year period prior to the final closing.

10. The selected bid was an all cash offer of \$3 million from AEG LIVE PA, LLC ("AEG"). The bid was adjusted down to \$2,800,000.00 cash due to the significant repair and maintenance issues discovered by the bidder during the due diligence process. The Receiver believes that the terms of the this sale represent the optimal opportunity to the Receivership estates in the creditors because the sale is an all cash sale.

11. On March 13, 2008, the Receiver entered into an Asset Purchase Agreement ("APA") with AEG for the sale of the Keswick Theatre.

12. Subject to the terms and conditions of the APA, the Receiver agrees to sell to AEG all of his right, title and interest to the personal property, inventory, contracts, intangible property, books and records, permits, real property and deposits (collectively, the "Assets") for the sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000) (the "Purchase Price").

13. The Purchase Price shall be payable to the Receiver by wire transfer at the agreed upon date of closing.

14. A true and correct copy of the APA is attached to this motion as Exhibit A. Due to the size of the exhibits to the APA (75 pages), the exhibits are not attached to the copy filed with the Court by electronic means. However, copies of the APA with the exhibits are available upon request to the Receiver's undersigned counsel.

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). These powers include the authority to approve the sale of property of the Receivership Entities. Clark on Receivers § 482 (3rd ed. 1992) citing *First National Bank v. Shedd*, 121 U.S. 74, 87, 7 S.Ct. 807, 814, 30 L.Ed. 877 (1887) (A court of equity having custody and control of property has power to order a sale of the property in its discretion). Moreover, pursuant to 28 U.S.C. § 2001, any personalty sold under any order or decree of any court shall be sold in accordance with 28 U.S.C. § 2001, unless the court orders otherwise.

Section § 2001(a) provides that realty shall be sold at public sale within the district where the receiver was first appointed. However, after notice and hearing, the court may order the sale of realty at private sale upon terms and conditions approved by the court, if the court finds that the best interests of the estate will be conserved thereby. 28 U.S.C. § 2001(b). *See also Tanzer v. Huffiness*, 412 F.2d 221, 222 (3rd Cir. 1969). Here, the best interests of the creditors of the Receivership Entities will be preserved by selling the Keswick Theatre by private sale.

Typically, before confirmation of a private sale, the court shall appoint three disinterested persons to appraise the property to ensure that no private sale shall be confirmed at a price less than two-thirds of the appraised value. 28 U.S.C. § 2001(b). However, the Receiver does not believe it is necessary for the Court to appoint multiple disinterested persons to appraise the Real Property. The Receiver received multiple offers to purchase the Keswick Theatre. The offers are from disinterested parties and reflect the market value of the Keswick Theatre. Accordingly, the Receiver has satisfied the undertaking of an appraisal.

The Receiver believes that granting this motion is in the best interest of the creditors of the Receivership Entities as it will recover significant amount of funds for their benefit.

WHEREFORE, the Receiver respectfully requests this Court enter an Order approving the sale of the assets of the Keswick Theatre and 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, who has objection to the relief requested; counsel for the Yeagers and Utsick have not taken any position on the motion.

Respectfully submitted,

AKERMAN SENTERFITTT
Counsel to the Receiver
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2229
Phone: (954) 463-2700
Fax: (954) 463-2224
Email: joan.levit@akerman.com

By: /s/ Joan Levit
Joan Levit, Esq.
Florida Bar Number: 987530

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of April, 2008, 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 e-filing or U.S. Mail to the parties on the attached Service List.

/s/ Joan Levit

SERVICE LIST

Robert K. Levenson
Regional Trial Counsel
Securities and Exchange Commission
801 Brickell Avenue, Suite 1800
Miami, Florida 33131
(305) 982-6341 (Direct Dial)
(305) 982-6300 (Telephone)
(305) 536-4154 (Facsimile)
E-Mail: levensonr@sec.gov
Counsel for Plaintiff
Served by CM/ECF

Teresa Jacqueline Verges
Yolanda Gonzalez
Andre Zamorano
Securities & Exchange Commission
801 Brickell Avenue, Suite 1800
Miami, Florida 33131
E-Mail: vergest@sec.gov
E-Mail: gonzalezlm@sec.gov
E-Mail: zamoranoa@sec.gov
Counsel for Plaintiff
Served by CM/ECF

Richard Kraut, Esq.
Dilworth Paxson LLP
1133 Connecticut Ave, N.W., Suite 620
Washington, DC 20036
(202) 452-0900 (Telephone)
(202) 452-0930 (Facsimile)
Counsel for Jack P. Utsick
Served by U.S. Mail

David R. Chase, Esq.
David R. Chase, P.A.
1700 East Las Olas Blvd., Penthouse 2
Fort Lauderdale, Florida 33301
(954) 920-7779 (Telephone)
(954) 923-5622 (Facsimile)
E-Mail: david@davidchaselaw.com
Counsel for Jack P. Utsick
Served by CM/ECF

Richard A. Serafini, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
Ft. Lauderdale, Florida 33301
(954) 768-8256 (Direct)
(954) 765-0500 (Telephone)
(954) 765-1477 (Facsimile)
E-Mail: serafinir@gtlaw.com
**Counsel for Robert Yeager, Donna Yeager
American Enterprises, Inc. and
Entertainment Funds, Inc.**
Served by CM/ECF

Katherine A. Compton, Esq.
Penelope Brobst Blackwell, Esq.
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
(972) 419-1250 (Telephone)
(972) 419-1251 (Facsimile)
**Co-Counsel for Robert Yeager, Donna
Yeager, American Enterprises, Inc. and
Entertainment Funds, Inc.**
Served by U.S. Mail

Howard J. Berlin, Esq.
Kluger Peretz, Kaplan, et al.
201 South Biscayne Blvd. - 17th Floor
Miami, Florida 33131
(305) 379-9000 (Telephone)
(305) 379-3428 (Facsimile)
E-Mail: hberlin@kpkb.com
Counsel for Receiver
Served by CM/ECF

David M. Levine, Esq.
Tew Cardenas LLP
Four Seasons Tower, 15th Floor
1441 Brickell Avenue
Miami, Florida 33131-3407
(305) 536-1112 (Telephone)
(305) 536-1116 (Facsimile)
E-Mail: dml@tewlaw.com
Counsel for First Source Bank

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of March 13, 2008 (the "Effective Date"), by and among KESWICK ENTERTAINMENT GROUP, INC., a Pennsylvania corporation ("KEG"), KESWICK HOLDINGS, LLC, a Pennsylvania limited liability company ("KH"), and together with KEG, "Sellers"), and AEG LIVE PA LLC, a Delaware limited liability company ("Buyer"). Buyer and Sellers are sometimes referred to separately in this Agreement as a "Party" and collectively as the "Parties"

WHEREAS, KH owns and KEG operates a performing arts theatre located in Glenside, Pennsylvania known as the Keswick Theatre (the "Business");

WHEREAS, Michael I. Goldberg, Esq. is the duly appointed receiver (the "Receiver") with respect to the Sellers pursuant to the authority of the United States District Court for the Southern District of Florida, Miami Division, case number 06-20975; and

WHEREAS, the Receiver, on behalf of Sellers, desires to sell certain of Sellers' Assets (as hereinafter defined) in connection with the Business, and Buyer desires to purchase such Assets pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises, covenants, representations, warranties and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Defined Terms. For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meanings assigned to them in this Section 1.1:

"Accounts Receivable" means all accounts receivable billed or unbilled for goods and services sold by the Business prior to the Closing Date.

"Assets" shall have the meaning set forth in Section 2.1 of this Agreement.

"Assumed Obligations" shall mean the obligations assumed by Buyer pursuant to Section 2.3 of this Agreement.

"Breach" means any misstatement or inaccuracy in, or any material failure to perform or comply with, any representation, warranty, covenant, obligation or other provision of this Agreement.

"Business Records" means all customer, supplier and operating data and other books, records and files of the Business, other than the Excluded Business Records, for the last five (5) years.

"Closing Date" shall have the same meaning as in Section 4.1 of this Agreement.

“Closing” means the transfer of title to the Assets by Sellers to Buyer, the payment of the Purchase Price by Buyer, and the execution and delivery of all documents, instruments and agreements necessary or appropriate to consummate the sale of the Assets to Buyer in accordance with this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor law.

“Condition Satisfaction Date” shall have the same meaning as in Section 12.1(a)(i).

“Contracts” means all of the contracts and leases of the Business, including, but not limited to, all event contracts, co-promotion agreements, theatre lease agreements, purchased event agreements, preferred promoter agreements, letters of agreement, supply contracts, sponsorship agreements, operating leases and any other such agreements.

“Earnest Money Deposit” means the sum of \$25,000, to be held and disbursed as set forth in this Agreement.

“Employee Benefit Plans” means, collectively, all (i) **“plans”** (as defined in ERISA §3(3)(i)) of which Sellers are or were a **“Plan Sponsor”** (as defined in ERISA §3(16)(B)) or (ii) to which Sellers otherwise contribute or have contributed and (iii) in which Sellers’ Employees (as defined in Section 6.5) otherwise participate or have participated.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor law, and regulations and rules issued pursuant to that act or to any successor law.

“ERISA Affiliate” means (a) any corporation included with Sellers in a controlled group of corporations within the meaning of Section 414(b) of the Code, (b) any trade or business (whether or not incorporated) which is under common control of Sellers within the meaning of Section 414(c) of the Code, (c) any member of any affiliated service group of which Sellers is a member within the meaning of Section 414(m) of the Code or (d) any other person or entity treated as an affiliate of Sellers under Section 414(o) of the Code.

“Escrow Agent” means Commonwealth Land Title Insurance Company.

“Excluded Assets” shall have the same meaning as in Section 2.2 of this Agreement.

“Excluded Business Records” shall mean any and all Tax Returns and work papers of Sellers, bylaws and articles of incorporation or organization of Sellers and any affiliates, minutes of meetings of directors or shareholders, members or managers, corporate filings, the personnel records of any employee not hired by Buyer, the personnel records of any employee to the extent subject to employee privacy rights prohibiting disclosure to Buyer, any documents or information in the possession of Sellers that is subject to Sellers’ contractual duty of confidentiality, and any documents or information relating to Excluded Assets or Excluded Obligations or any other business of Sellers and their respective affiliates.

“GAAP” means, at any particular time, generally accepted accounting principles as in effect in the United States at such time; *provided*, however, that, if it is or was permissible under GAAP to use more than one principle at such time in respect of a particular accounting matter, GAAP shall refer to the principle which is or was then employed by Sellers.

“Governmental Body” means any federal, state, local, municipal, foreign or other governmental or quasi-governmental entity, agency, instrumentality, or authority of any nature.

"Income Tax" means any Tax measured in whole or part by gross income, adjusted gross income, or net income, as such terms are understood for federal Tax purposes.

"Inventory" means any and all unconsumed and unopened liquor and food, souvenirs, memorabilia and such other similar items owned by Sellers on the Closing Date and which are held for sale at or used in the conduct of the Business.

"IRS" means the Internal Revenue Service or a successor agency performing similar functions.

"Knowledge" means, with respect to an individual, that such individual is actually aware of the fact or matter. A Person other than an individual shall be deemed to have "**Knowledge**" of a particular fact or matter if any individual serving as an officer or director of such Person has Knowledge of the fact or matter.

"Legal Requirement" means any United States federal, state or local statute, law, ordinance, or regulation as in effect on the date of this Agreement.

"Liabilities" means any debts, obligations, duties or liabilities of any nature.

"Material Adverse Effect" means any change or effect with respect to Sellers' Business that is materially adverse, taken as a whole, to the Business, operations, or assets of Sellers.

"Person" means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or other entity or Governmental Body.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Purchase Price" shall have the same meaning as in Section 3.1 of this Agreement.

"Tax" means any tax of any kind, levy, assessment, tariff, duty, impost, charge or fee, including, without limitation, income, gross receipts, franchise, ad valorem, value added, excise, real or personal property, asset, sales, use, license, payroll, transaction, capital, net worth, withholding, estimated, social security, utility, workers' compensation, severance, production, unemployment compensation, occupation, premium, windfall profits, transfer and gains taxes or other taxes or similar governmental charge or assessment of any kind imposed, assessed or collected by or under the authority of any Governmental Body, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" means any return, report, statement, declaration, estimate, form or other document (including any related or supporting information) filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, reporting, or payment of any Tax.

"Threatened" means a Proceeding, claim, dispute or other matter that is subject to any written demand, statement or notice.

"Transfer Taxes" means all sales, transfer, recording, ad valorem, privilege, documentary, registration, conveyance, excise, license, gains, stamps, duties or similar Taxes.

1.2 General Provisions. Unless expressly provided otherwise in this Agreement, or unless the context requires otherwise:

(a) All accounting terms used in this Agreement shall have the meanings or interpretation given to them in accordance with GAAP, as the context may require;

(b) The singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders; and all references to any Party defined herein shall be deemed to refer to each and every Person defined herein as such Party individually, and to all of them, collectively, jointly and severally, as though each were named wherever the applicable defined term is used;

(c) All references to "this Agreement" shall include the Exhibits and Schedules as well as the body of this Agreement;

(d) All references to time shall mean Eastern Standard Time or Eastern Daylight Saving Time, as then in effect; and

(e) All references to sections, subsections, paragraphs or other provisions of any Legal Requirement that consists of a law, ordinance, regulation or statute shall be deemed to include successor, amended, renumbered and replacement provisions thereof.

ARTICLE II SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 **Assets to be Acquired.** Subject to the terms and conditions contained in this Agreement, on the Closing Date Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Sellers, all of Sellers' right, title and interest in and to all of Sellers' respective assets of every kind and description, wherever located or used in connection with the Business including, but not limited to, the following (the assets to be sold hereunder are referred to collectively as the "Assets"):

(a) **Personal Property.** All furniture, fixtures and equipment, including all sound and lighting equipment ("FF&E"), owned by Sellers or used in the Business as of the Closing Date, which are subject to replacements, retirements and additions in the ordinary course of business, as more particularly described on **Schedule 2.1(a)**;

(b) **Inventory.** All Inventory and supplies used in the conduct of the Business on hand as of the Closing Date;

(c) **Contracts.** All service and vendor Contracts relating to the Business that Buyer agrees to assume or is required to assume pursuant to **Schedule 2.1(c)**, and all other Contracts more particularly described on **Schedule 2.1(c)**;

(d) **Intangible Property.** All of the proprietary rights of Sellers, including without limitation all trademarks, trade names, licenses thereof, trade secrets, slogans, copyrights, web sites, web addresses, telephone numbers, operating rights, other licenses and permits and other similar intangible property and rights relating to the Business, and all goodwill developed through the use of such property and rights (collectively, "Intellectual Property"), as more particularly described on **Schedule 2.1(d)** attached hereto;

(e) **Books and Records.** All Business Records of the Business;

(f) **Permits.** All of Sellers' licenses and permits and such similar authorizations listed in **Schedule 2.1(f)** to the extent transferable or assignable ("Permits");

(g) **Real Property.** Fee simple title to the real property as more particularly described on Schedule 2.1(g) hereto, together with all improvements, any other buildings and fixtures thereon, and all rights, privileges and easements, and appurtenances thereto free and clear of all liens, claims and encumbrances, except the Permitted Exceptions, as such term is defined in Section 8.1 (the "Real Property"), *provided*, however, except as required by Section 8.2, Sellers shall not be required to take any actions or incur any costs or expenses to clear title (other than to pay in full all monetary liens), seek zoning changes or permits or to otherwise perfect its ownership in the Real Property and the property rights described herein;

(h) **Deposits.** All Contract deposits received and held by Sellers in connection with event Bookings, including advance ticket sales, reserve deposits and the cash value of unredeemed and outstanding gift cards and gift certificates, as reflected on the balance sheet of Sellers as of the Closing Date as more particularly described on Schedule 2.1(h) (the "Deposits"). The term "Bookings" as used herein shall mean those events scheduled to take place on the Real Property on or after the Closing Date, irrespective of whether or not Sellers have received Deposits for such Bookings as of the Closing Date. A listing of Bookings is provided on Schedule 2.1(h); and

(i) **e-Seat Memberships.** All e-Seats Memberships as of the Closing Date listed on the attached Schedule 2.1(i).

2.2 **Excluded Assets.** Notwithstanding anything contained in this Agreement to the contrary, the Assets shall not include the following assets of Sellers: (i) that certain theatre organ, being a Moller Opus 5230, 3-manual, nineteen rank theatre pipe organ, located inside the Keswick Theatre; (ii) those assets listed in Schedule 2.2, (iii) all cash, cash equivalents and bank deposits, except for the Deposits, (iv) any Tax refund or credit (or right to claim such a Tax refund or credit), or deferred Tax assets or accrued Income Taxes relating to the Business for any period ending on or prior to the Closing Date, (v) all Accounts Receivable allocable to the period prior to Closing, (vi) all rebates, credits, return of deposits with respect to the operation of the Business for periods prior to the Closing, (vii) Sellers' right, title and interest in and to that certain Bankcard Merchant Services Agreement, by and among First Data Merchant Services Corporation ("FDMS"), The Northern Trust Company and KEG (the "Bankcard Merchant Agreement"), together with all amounts held in Sellers' FDMS escrow account in connection with the Bankcard Merchant Agreement and any and all refunds related thereto as of the Closing Date, and (viii) all Excluded Business Records (collectively, the "Excluded Assets").

2.3 **Assumed Obligations.** At Closing, Buyer shall assume and agree to pay, discharge and perform the following Liabilities of Sellers:

(a) all accounts payable relating to the Business outstanding as of the Closing Date and incurred with respect to the operations of the Business after the Closing Date in the ordinary course of business;

(b) all obligations under the Contracts including all Bookings;

(c) all unredeemed and outstanding gift cards and gift certificates sold by Sellers as of the Closing Date listed on the attached Schedule 2.3(c);

(d) all obligations in connection with e-Seats Memberships as of the Closing Date; and

(e) those Liabilities listed on the attached Schedule 2.3(e) and such other Liabilities as otherwise expressly set forth in this Agreement (collectively, the "Assumed Obligations"). Buyer's assumption of such Liabilities shall survive the Closing.

2.4 **Excluded Obligations.** Buyer will not assume, agree to pay, discharge or perform any other debts, liabilities or obligations of Sellers except to the extent specified in Section 2.3 including, but not limited to, obligations under the Bankcard Merchant Agreement.

ARTICLE III PURCHASE PRICE

3.1 **Purchase Price.** The aggregate purchase price to be paid by Buyer to Sellers for the Assets shall be Two Million Eight Hundred Thousand Dollars (\$2,800,000) (the "Purchase Price"), subject to prorations, credits and adjustments as set forth in ARTICLE V.

3.2 **Payment of Purchase Price.** The Purchase Price shall be payable to the Receiver in cash at Closing by wire transfer of immediately available funds to an account designated by the Receiver in writing.

3.3 **Transfer of Deposits.** At the Closing, Sellers shall transfer to Buyer the Deposits for Event Bookings scheduled to take place on or after Closing, adjusted to reflect recoupable expenses as set forth in Section 5.1(d). Sellers shall retain all cash amounts in any operating accounts of the Business in any bank.

3.4 **Earnest Money Deposit.** On the business day following the Effective Date, Buyer shall deliver the Earnest Money Deposit to Escrow Agent, and the Earnest Money Deposit shall thereafter be held by Escrow Agent in escrow to be applied or disposed of by it as provided in this Agreement. The Earnest Money Deposit shall be invested in an interest-bearing account at a federally insured financial institution acceptable to Buyer. All interest earned thereon shall be remitted by Escrow Agent periodically to Buyer. If the purchase and sale hereunder is consummated in accordance with the terms and conditions hereof, the Earnest Money Deposit shall be applied to the Purchase Price at the Closing. In all other events, the Earnest Money Deposit shall be disposed of by Escrow Agent as provided elsewhere in this Agreement.

ARTICLE IV CLOSING

4.1 **Closing.** The Closing will take place at the offices of Akerman Senterfitt in Fort Lauderdale, Florida, within ten (10) business days after the fulfillment or waiver of the conditions to Closing listed in Sections 10.1(a), 10.2(a) and 10.1(f), or at such other time and place as the Parties hereto may mutually agree upon in writing, but in no event later than ten (10) days after the Condition Satisfaction Date (as such date may be extended pursuant to Section 12.1(b), the "Closing Date"), at which time the Purchase Price and the documents and instruments referred to in this Agreement shall be delivered by the Parties. Without affecting any representation, warranty, agreement, obligation or condition in this Agreement, the Parties hereto acknowledge that all benefits and risks of ownership of the Assets and the assumption of the Assumed Obligations constituting effective control of the Assets and the Assumed Obligations have passed without restriction to Buyer as of the Closing Date.

4.2 **Closing Deliveries.** At the Closing:

(a) **Sellers' Deliveries.** Sellers shall deliver, or cause to be delivered, to Buyer:

(i) a copy of the order issued by the United States District Court for the Southern District of Florida, Miami Division, authorizing the transactions contemplated by this Agreement (the "Order");

(ii) a Bill of Sale, Assignment and Assumption Agreement in the form of **Exhibit A** and other instruments sufficient to transfer title to the Assets and the Assumed Obligations;

(iii) the Deposits;

(iv) a special warranty deed dated as of the Closing Date, conveying title to the Real Property, free and clear of all liens, claims and encumbrances, except the Permitted Exceptions, duly executed by KH;

(v) such affidavit(s) or certifications as may be customary in real property transactions, including, without limitation, (A) sufficient evidence as required by Buyer's title insurance company to delete the "gap" exception and the other standard exceptions from the title insurance commitment(s) and (B) an affidavit complying with the rules and regulations promulgated under the Foreign Investment in Real Property Tax Act;

(vi) if issued by the Township of Abington, a certificate (to be obtained by Buyer) indicating the zoning classification and the legality of the existing use of the Real Property, and disclosing whether there are any notices of uncorrected building, safety or fire ordinances; and

(vii) all other certificates, instruments and documents necessary or appropriate to this Agreement, including, without limitation, a closing statement.

(b) **Buyer's Deliveries.** Buyer shall deliver, or cause to be delivered, to Sellers:

(i) the Purchase Price payable in the manner described in **ARTICLE III**;

(ii) resolutions duly adopted by the Buyer approving the execution, delivery and performance of this Agreement by Buyer;

(iii) the Bill of Sale, Assignment and Assumption Agreement with respect to the Assets and the Assumed Obligations in the form attached as **Exhibit A**;

(iv) a closing certificate executed by Buyer in substantially the form attached as **Exhibit B**; and

(v) all other certificates, instruments and documents necessary or appropriate to consummate the transactions contemplated by this Agreement, including, without limitation, a closing statement.

ARTICLE V PRORATIONS, CREDITS, AND ADJUSTMENTS

5.1 **Closing Adjustments.** Unless otherwise provided below, the following are to be adjusted and prorated between Sellers and Buyer as of 11:59 P.M. on the day immediately preceding the Closing Date (the "**Cut-Off Time**"), based upon a 365 day year, and the net amount thereof shall be added to (if such net amount is in Sellers' favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at Closing.

(a) **e-Seat Membership Dues and Other Periodic Charges.** The unexpired portion of annual dues and other charges paid by e-Seat members and others in connection with the use of the Keswick Theatre facilities shall be prorated as of the Cut-Off Time.

(b) **Taxes.** Real Property taxes and personal property taxes shall be prorated through the Cut-Off Time. Real Property taxes and personal property taxes shall be prorated at the Cut-Off Time

based on the current year's tax with due allowance made for the maximum allowable discount and exemptions if allowed for said year. If the Closing occurs on a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax. However, any tax proration based on estimates shall, at the request of either Party within thirty (30) days after receipt of the tax bill, be subsequently readjusted.

(c) Water and Sewer Charges, Utilities. All utility services shall be prorated as of the Cut-Off Time between Buyer and Sellers. To the extent possible, readings shall be obtained for all utilities as of the Cut-Off Time. If not possible, the cost of such utilities shall be prorated between Sellers and Buyer by estimating such cost on the basis of the most recent bill for such service; *provided*, however, that after the Closing, Sellers and Buyer shall reprorate the amount for such utilities and pay any deficiency in the original proration to the other Party promptly upon receipt of the actual bill for the relevant billing period. Sellers shall receive a credit for all deposits transferred to Buyer or which remain on deposit for the benefit of Buyer with respect to such utility contracts, otherwise such deposits shall be refunded to Sellers. The reproration obligation in this Section 5.1(c) shall survive the Closing.

(d) Operating Expenses. Sellers shall receive a credit for all payments or deposits made with respect to FF&E, supplies, inventory, dues and subscriptions, maintenance agreements and such similar prepaid operating expenses in connection with the Business (including expenses expended in connection with Event Bookings scheduled to take place after Closing) and allocable to the operation of the Business following Closing. Seller shall pay in full all accounts payable allocable to the period prior to the Closing Date.

(e) Miscellaneous Revenues. Revenues, if any, arising from telephone booths, vending machines, parking, or other income-producing agreements.

(f) Permits. All amounts prepaid, accrued or due and payable under any Permits (other than utilities which are separately prorated under Section 5.1(c)) transferred to the Buyer (or continued by Sellers at Closing) shall be prorated as of the Cut-Off Time between Sellers and Buyer. Sellers shall receive a credit for all deposits made by Sellers under the Permits which are transferred to the Buyer or which remain on deposit for the benefit of the Buyer.

(g) Concession Stands and Bar. Sellers shall close out the transactions in all concession stands and the bar in the Keswick Theatre as of the regular closing time for such concession stands and bar during the night in which the Cut-Off Time occurs and retain all monies collected as of such closing, and Buyer shall be entitled to any monies collected from the concession stands and bar thereafter.

(h) Other. If applicable, the Purchase Price shall be adjusted at Closing to reflect the adjustment of any other item which, under the explicit terms of this Agreement, is to be apportioned at Closing.

5.2 Re-Adjustment. If any items to be adjusted pursuant to this ARTICLE V cannot be determined at the Closing, the adjustment shall be made subsequent to the Closing when the charge is determined. Seller shall establish a reasonable reserve, to be held in escrow by the Title Company (as hereinafter defined), for any such items which would be deducted from the Purchase Price when determined. Any errors or omissions in computing adjustments or readjustments at the Closing or thereafter shall be promptly corrected or made, provided that the Party seeking to correct such error or omission or to make such readjustment shall have notified the other Party of such error or omission or readjustment on or prior to the date that is sixty (60) days following the Closing.

5.3 **Accounts Receivable.** Prior to Closing, Sellers shall provide Buyer with a schedule of all Accounts Receivable as of the Closing relating to the Assets, which schedule shall be attached hereto as Schedule 5.3. All Accounts Receivable relating to or arising from the operation of the Business prior to the Cut-Off Time including, but not limited to, credit card receivables, shall be and remain the exclusive property of Sellers. From and after the Closing, Buyer shall employ reasonable diligence to collect all Accounts Receivable for the sole benefit of Sellers and shall hold all collected Accounts Receivable in trust for the sole benefit of Sellers, and shall promptly (and in any event within thirty (30) business days after receipt thereof) remit to Sellers all collected Accounts Receivable together with a full accounting thereof. The foregoing undertaking shall not require Buyer to initiate legal action to collect any such Accounts Receivable. Notwithstanding any provision herein to the contrary, Sellers shall have the right to pursue the collection of all Accounts Receivable (for the sole benefit and account of Sellers) that have not then been collected and remitted to Sellers. During all periods following the Closing Date, however, Buyer shall continue to promptly (and in any event within five (5) business days after receipt thereof) remit to Sellers all Accounts Receivable allocable to the period before Closing that are received by it. Buyer hereby acknowledges that its obligations under this Section 5.3 are independent obligations from any other provisions of this Agreement, and notwithstanding any rights or claims Buyer may have against Sellers, Buyer shall make the payments required pursuant to the provisions of this Section 5.3 in the full amount and at the time required under this Section 5.3 without regard to any claim for offset, deduction, withholding or otherwise. The provisions of this Section 5.3 shall survive the Closing indefinitely.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers jointly and severally represent and warrant to Buyer as follows:

6.1 **Organization; Good Standing.** KEG is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. KH is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Pennsylvania.

6.2 **Corporate Power and Authority; Enforceability.** Sellers have the corporate power and authority to execute and deliver this Agreement, to perform their respective obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly approved by the Receiver on behalf of KEG and KH. This Agreement constitutes the legal, valid, and binding obligation of Sellers, and is enforceable against Sellers in accordance with its terms.

6.3 **Title to Properties.** Sellers collectively have good and marketable title to all of the Assets, tangible and intangible, free and clear of all liabilities, encumbrances, and security interests whatsoever except for those arising from or related to the Permitted Exceptions.

6.4 **Employee Benefits.**

(a) Employees of the Business participate in various plans sponsored by Sellers, including those listed on Schedule 6.4(a), which is a true and complete list of each Employee Benefit Plan and each pension, retirement, profit sharing, deferred compensation, or other similar plan, arrangement or agreement; each medical, dental or other health insurance plan; each life or disability insurance plan; each severance plan; and each sick-time, paid-time-off, vacation pay and other personnel policy or payroll practice, which provides benefits to Employees of the Business ("Plans"). Except as set forth on Schedule 6.4(a), neither Sellers nor any ERISA Affiliate maintains any Employee Benefit Plan covered by Title IV of ERISA or any Multiemployer Plan (as defined in ERISA § 3(37)(A)).

(b) All Plans have been administered and are in compliance with their individual terms and with applicable law.

(c) Sellers have made, or will make on or after the Closing Date, all Plan contributions required and attributable to service performed by participants in the Plans on or before the Closing Date.

6.5 Employees and Labor Matters.

(a) Schedule 6.5(a) is a true, accurate and complete list containing the name, current position and compensation, including incentive plans, of each individual who is an employee of the Business on the date of this Agreement (the "Employees").

(b) All Employees listed on Schedule 6.5(a) are employees-at-will.

(c) Sellers are not a party to any labor Contract relating to the Business, and no strike, slowdown, picketing, or work stoppage is pending or Threatened.

(d) Sellers have maintained and continue to maintain, true, accurate and complete payroll, personnel and time records for purposes of compliance with all federal and state minimum wage and overtime laws and right to work laws, including, without limitation, adequate documentation of the applicability of exemptions under such laws.

(e) Except as set forth in Schedule 6.5(e), there are no pending or Threatened, and during the last two (2) years have not been any, formal employment-related Proceedings against Sellers relating to the Employees, including, but not limited to, violations of the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the Civil Rights Act of 1866 and 1964, the Employee Retirement Income Security Act, the Occupational Safety and Health Act, and any other employment-related Legal Requirements.

6.6 No Conflict. Except as set forth in Schedule 6.6, neither the execution and delivery of this Agreement, nor the consummation or performance of the transactions contemplated hereby, will (with or without notice or lapse of time): (i) contravene, conflict with or result in a violation of any of the provisions of Sellers' organizational documents, (ii) to the Knowledge of Sellers, contravene, conflict with or result in a violation of, any Legal Requirement to which the Business or any of the Assets is subject, or (iii) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of the Contracts.

6.7 Litigation. Except as set forth in Schedule 6.7, there is no pending Proceeding, and to Sellers' Knowledge, no Person has Threatened to commence any Proceeding, that challenges, or seeks damages or other relief in connection with, the Parties' performance of this Agreement.

6.8 Brokers or Finders. Sellers have not incurred any obligation or liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement.

6.9 Real Estate.

(a) Except as disclosed in Schedule 6.9, to Sellers' Knowledge, Sellers have received no written notice from any governmental authority of any pending or threatened (i) zoning, building, fire, accessibility or health code violations or violations of other governmental requirements or regulations with respect to the Real Property that have not previously been corrected, or (ii) any condemnation of the Real Property.

(b) To Sellers' Knowledge, except as disclosed in Schedule 6.9, there are no written or oral leases or other agreements for occupancy in effect with respect to all or any part of the Real Property.

(c) To Sellers' Knowledge, no Person has any option to purchase all or any portion of the Real Property or a right of first refusal in respect of the sale of the Real Property.

(d) To Sellers' Knowledge, there is (i) except as disclosed in Schedule 6.9, no litigation pending or Threatened against it or the Real Property and no litigation in which either KEG or KH is a plaintiff relating to the Real Property; (ii) no lien exists in favor of governmental authorities against the Real Property in connection with any violation of law except liens for Taxes and assessments not yet due and payable; and (iii) except as disclosed in Schedule 6.9, no administrative or other governmental proceeding is pending or Threatened in writing against it or the Real Property.

(e) Sellers have and will transfer and convey to Buyer at the Closing title to the Real Property free and clear of all encumbrances, except Permitted Exceptions. Except as set forth in Schedule 6.9, all contractors, subcontractors, architects, laborers, material suppliers and other parties who have performed or furnished work, labor, materials, equipment or supplies on the Real Property are paid in full, and there are no unpaid claims related to work that has been completed or is in progress.

(f) The Real Property is zoned MOF1. The Real Property is in compliance with the provisions of the Zoning Ordinance of Abington, Pennsylvania. There are no notices of uncorrected violations of any applicable building, safety or fire ordinance at the Real Property.

6.10 Intellectual Property. Sellers have full legal right, title and interest in and to all Intellectual Property and have not granted any rights in or to the same or any third party. The Business as presently conducted, and the unrestricted conduct and the unrestricted use and exploitation of the Intellectual Property, does not infringe or misappropriate any rights held or asserted by any Person, and no Person is infringing on the Intellectual Property. Other than payments under the Assumed Obligations, no payments are required for the continued use of the Intellectual Property. None of the Intellectual Property has ever been declared invalid or unenforceable, or is the subject of any pending or Threatened action for opposition, cancellation, declaration, infringement, or invalidity, unenforceability or misappropriation or like claim, action or proceeding.

6.11 Exclusivity of Representations; Effective Date of Schedules. The representations and warranties made by Sellers in this ARTICLE VI are in lieu of, and are exclusive of, all other representations and warranties by Sellers, including but not limited to any warranty or representation as to the condition or suitability of the Assets, which are being conveyed on an "AS IS, WHERE IS" basis. Sellers hereby disclaim any representations or warranties, express or implied, not set forth in this ARTICLE VI or in any document to be delivered by Sellers at Closing. The Schedules attached to this Agreement are true and correct as of their dates; and between such date and the Effective Dates there have been no material changes to the information provided therein.

6.12 Notice of Developments. If Sellers learn that any of the foregoing representations and warranties cease to be true in any material respect, Sellers shall give prompt notice to Buyer (which notice shall include copies of the instrument, correspondence, or document in Sellers' possession, if any, upon which Sellers' notice is based). To the extent Buyer has actual knowledge prior to the date hereof that any of these representations and warranties are inaccurate, untrue or incorrect in any material respect, such representations and warranties shall be deemed modified to reflect Buyer's actual knowledge. If Buyer acquires knowledge of any inaccuracy, untruth or incorrectness of any representation or warranty contained in this Agreement, Buyer shall notify Sellers the sooner of the Closing or within five (5) days of the acquisition of such knowledge. If Buyer does not timely give such notice, the affected representation or warranty shall be deemed modified to reflect such matter.

**ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Sellers as follows:

7.1 **Organization and Good Standing.** Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and Buyer has all requisite power to enter into and perform its obligations under this Agreement.

7.2 **Power and Authority; Enforceability.** Buyer has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement and all documents contemplated by this Agreement have been duly approved by the members and managers of Buyer. This Agreement and all documents contemplated by this Agreement constitute the legal, valid, and binding obligation of Buyer, and is enforceable against Buyer in accordance with its terms.

7.3 **No Conflict.** Except as set forth in Schedule 7.3, neither the execution and delivery of this Agreement, nor the consummation or performance of the transactions contemplated hereby, will (with or without notice or lapse of time): (i) contravene, conflict with or result in a violation of any of the provisions of Buyer's organizational documents, (ii) to the Knowledge of Buyer, contravene, conflict with or result in a violation of, any Legal Requirements, or (iii) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any contract or agreement to which Buyer is a party.

7.4 **Litigation.** Except as set forth in Schedule 7.4, there is no pending Proceeding, and to Buyer's Knowledge, no Person has Threatened to commence any Proceeding, that challenges, or seeks damages or other relief in connection with, the Parties' performance of this Agreement, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, this Agreement.

7.5 **Brokers or Finders.** Buyer has not incurred any obligation or liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement for which Sellers will directly or indirectly have any liability.

7.6 **Financial and Regulatory Matters.** Buyer will, as of the Closing Date, have the financial capacity to perform all of its obligations under this Agreement.

7.7 **Buyer's Business Decision.** Buyer is familiar with the Business and its operations. While Buyer is relying on the representations and warranties of Sellers set forth in ARTICLE VI of this Agreement as to Sellers' ownership of the Assets, Buyer acknowledges that it has made its decision to acquire the Assets based solely on its own business review and judgment, and not in reliance on any representations or statements made by Sellers or anyone acting on Sellers' behalf, except representations or statements made in or pursuant to this Agreement.

7.8 **Court Approval.** Buyer acknowledges and agrees that the sale of the Assets hereunder is subject to the prior approval United States District Court for the Southern District of Florida, Miami Division.

**ARTICLE VIII
TITLE MATTERS**

8.1 **Title.** Sellers agree that title to the Real Property upon Closing shall be subject only to (i) real property taxes not yet due and payable; (ii) zoning, restrictions, prohibitions, and other requirements imposed by a governmental authority; (ii) the recorded easements, covenants and other

instruments and restrictions that may appear as exceptions in the Commitment (as hereinafter defined); and (iii) such other title matters as may be accepted or deemed accepted by the Buyer in accordance with Section 8.2 (collectively, all of the foregoing are herein referred to as the "Permitted Exceptions").

8.2 Title Insurance. Prior to the date of this Agreement, Sellers have delivered to Buyer a copy of its existing owner's title insurance policies with respect to the Real Property. Within twenty (20) days after the Effective Date, Buyer, at Buyer's sole expense, shall obtain a title commitment from a national title insurer (the "Title Company") for the issuance of an ALTA Form B owner's policy of title insurance, together with copies of all documents shown as exceptions to title in the title commitment (collectively, the "Commitment"). Buyer, within ten (10) business days following the date on which Buyer receives the Commitment, shall deliver to Sellers written notice of Buyer's objections, if any, to the Commitment (the "Title Objections"). If Buyer fails to deliver such written notice of objection to Sellers within such ten (10) business day period, Buyer shall be deemed to have waived its right to object to the Commitment, and all exceptions therein shall thereafter be deemed Permitted Exceptions. If Buyer shall deliver such Title Objections, Sellers shall notify Buyer within fifteen (15) business days following the date of delivery of Buyer's notice of such Title Objections that either (a) the Title Objections have been, or will be at or prior to Closing, removed from the Commitment or are or will be insured over by the Title Company pursuant to an endorsement to the Commitment and in such event, if reasonably required to allow the parties to prepare for Closing, the Closing Date shall be deferred to a date mutually agreed upon by the parties or (b) Sellers have failed to arrange to have the Title Objections removed or insured over by the Title Company. If Sellers have failed to arrange to have the Title Objections removed or insured over by the Title Company within said fifteen (15) business day period, then Buyer may elect either to (i) terminate this Agreement or (ii) take title as it then is without any reduction in the Purchase Price, which election must be made within five (5) days following expiration of said fifteen (15) business day period. If Buyer does not elect to so terminate this Agreement, then: (A) Buyer shall be deemed to have agreed to accept title as it then is; (B) all Title Objections not removed from the Commitment will thenceforth be deemed Permitted Exceptions; (C) this Agreement shall remain in full force and effect; and (D) if reasonably required to allow the Parties to prepare for Closing, the Closing Date shall be deferred to a date mutually agreed upon by the Parties. On the Closing Date, the Title Company, at Buyer's expense, shall issue an owner's title insurance policy (the "Title Policy") insuring fee simple title in Buyer as of the Closing Date, in accordance with the Commitment, or in lieu of issuance of the foregoing a "marked-up" title commitment, subject only to the Permitted Exceptions, with gap coverage, deleting all requirements.

Anything to the contrary in this Agreement notwithstanding, Sellers shall have no affirmative obligation hereunder to expend any funds or incur any liabilities in order to cause any title exceptions to be removed from the Commitment or insured over except that Sellers shall pay or discharge any mortgages, judgments, liens or encumbrances not created by or resulting from the acts of Buyer and pay off mechanics' liens for work contracted for by Sellers.

ARTICLE IX CERTAIN AGREEMENTS AND COVENANTS

9.1 Conduct of the Business Prior to Closing. During the period from the Effective Date to the Closing Date, except as otherwise agreed to by Buyer and except as may be required by law, Sellers shall:

- (a) operate the Business in the ordinary course consistent with past practice;
- (b) not enter into or substantially change any employment, commission or similar agreement with any officer, director or Employee of Sellers, other than in the ordinary course of business consistent with past practice; and

(c) use commercially reasonable efforts to preserve the goodwill and relationships with customers, Employees, suppliers and others having business dealings with the Business.

9.2 Certain Tax Matters.

(a) The Purchase Price, the obligations of Sellers assumed by Buyer pursuant to this Agreement, and all capitalized costs shall be allocated among the Assets in accordance with Schedule 9.2(a), which shall be agreed to by Buyer and Sellers at least three (3) business days prior to Closing for all applicable Tax purposes. After the Closing, from time to time, Buyer and Sellers shall agree upon revisions to the allocation set forth in Schedule 9.2(a) to reflect any adjustments to the consideration.

(b) Buyer and Sellers shall file and cause to be filed all Tax Returns and execute such other documents as may be required by any taxing authority, in a manner consistent with Schedule 9.2(a), as it may be revised from time to time. Sellers and Buyer shall cooperate in the preparation of all IRS forms required to be filed in connection with the transactions contemplated by this Agreement based on the allocation set forth in Schedule 9.2(a), as it may be revised from time to time. Buyer and Sellers shall file, or cause the filing of, such IRS forms with each relevant taxing authority.

(c) Any and all Transfer Taxes shall be paid at Closing, one-half by Seller and one-half by Buyer. Sellers and Buyer shall cooperate in timely making and filing all Tax Returns as may be required to comply with the provisions of any Transfer Tax laws. The Party responsible for filing each Tax Return shall timely pay any Transfer Taxes due and payable with respect to such Tax Return, and Buyer shall timely reimburse Sellers for such Transfer Taxes, if paid by Sellers.

(d) Sellers shall timely file or cause to be filed (i) all Income Tax Returns relating to the Business for any and all periods ending on or prior to the Closing Date and (ii) all other Tax Returns with respect to the Assets or the income or operations of the Business required to be filed for all periods ending on or prior to the Closing Date. Buyer shall timely file or cause to be filed (i) all Income Tax Returns relating to the Business for any period following the Closing Date, and (ii) all other Tax Returns with respect to the Assets or the income or operations of the Business required to be filed for periods ending on or after the Closing Date.

(e) Sellers and Buyer shall each provide the other with such assistance as may be reasonably requested (including making Employees reasonably available to provide information or testimony) in connection with the preparation of any Tax Returns or the determination of liability for Taxes with respect to the Assets or the income or operations of the Business as contemplated by this Agreement.

9.3 Liquor License; Permits. The Parties acknowledge that Buyer will be required to obtain a performing arts facility liquor license from the Pennsylvania Liquor Control Board and various other Permits in connection with the operation of the Business. Accordingly, Buyer and Sellers shall do all things reasonably necessary and required on their respective part to accomplish the issuance of the liquor license and the transfer and/or issuance of such other Permits. Notwithstanding the foregoing, the ultimate burden shall lie with Buyer in obtaining the liquor license and such other Permits. Buyer shall make payment of all fees and charges necessary to obtain issuance of the liquor license and Permits and/or transfer of such Permits. Sellers acknowledge that the purchase of the Assets is subject to Buyer's being able to obtain the liquor license.

9.4 Buyer's Covenants. In order to induce Sellers to enter into this Agreement and to assure that Sellers realize the benefits of the transactions contemplated hereby, Buyer hereby covenants and agrees that Buyer shall:

(a) assume all of Sellers' obligations that accrue under the Assumed Obligations or as otherwise set forth in this Agreement, after the Closing by executing the Bill of Sale, Assignment and Assumption Agreement in substantially the form of Exhibit A;

(b) remit to Sellers all payments received on Accounts Receivable arising out of the operation of the Business prior to the Closing Date, which are collected by Buyer following the Closing Date. Except as otherwise provided in Section 5.3, Sellers shall have the sole and exclusive right to enforce payment of the Accounts Receivable, to send out bills or statements therefor and to make adjustments thereto; and

(c) for a period of one (1) year from and after the Closing Date, maintain, and permit Sellers (or their authorized employees and representatives) access to and the right to copy any Contracts, Permits or Business Records delivered to Buyer pursuant to this Agreement. Before any of the foregoing Contracts, Permits or Business Records are disposed of by Buyer, written notice to such effect shall be given to Sellers, who shall have an opportunity, at their own cost and expense, to remove within thirty (30) days after the date of such notice and to retain all or any part of such Contracts, Permits or Business Records. Buyer shall, for the purpose of enabling Sellers to maintain or defend post-closing litigation, tax contests or other administrative proceedings, to the extent reasonable under the circumstances, assist and provide information, records and documents and make available to Sellers, their employees for depositions and other testimony, with all costs and expenses to be paid by Sellers.

9.5 **Sellers' Covenants.** In order to induce Buyer to enter into this Agreement and to assure that Buyer realizes the benefits of the transactions contemplated hereby, each of the Sellers agrees that it shall, for a period of one (1) year beginning on the Closing Date, maintain and permit Buyer (or its authorized employees and representatives) access to and the right to copy any Excluded Business Records. Before any of the Excluded Business Records are disposed of by Sellers, written notice to such effect shall be given to Buyer, who shall have an opportunity, at its own cost and expense, to remove within thirty (30) days after the date of such notice and to retain all or any part of such Excluded Business Records. Sellers shall, for the purpose of enabling Buyer to maintain or defend post-closing litigation, tax contests or other administrative proceedings, to the extent reasonable under the circumstances, assist and provide information, records and documents and make available to Buyer, its employees for depositions and other testimony, with all costs and expenses to be paid by Buyer.

9.6 **Additional Sellers' Covenant.** The parties acknowledge that the sale of the Assets is conditioned on obtaining the Order. In order to induce Buyer to enter into this Agreement and to assure that Buyer realizes the benefits of the transactions contemplated hereby, Sellers agree to seek the Order promptly after the Effective Date and to pursue it diligently. Sellers shall submit the form of Order proposed to Buyer for its approval prior to its submission to the court.

ARTICLE X CONDITIONS PRECEDENT TO THE CLOSING

10.1 **Obligation of Buyer to Close.** The obligations of Buyer to pay the Purchase Price and to take the other actions required to be taken by Buyer at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

(a) **Court Approval.** The Receiver shall have obtained the approval of the United States District Court for the Southern District of Florida, Miami Division to consummate the sale of the Assets and assumption and assignment of the Assumed Obligations pursuant to the terms of this Agreement and the transactions hereunder.

(b) Accuracy of Representations. All of the representations and warranties of Sellers set forth in this Agreement shall have been accurate in all material respects as of the Effective Date and shall be accurate in all material respects as of the Closing Date as if made on the Closing Date, except to the extent that the representations and warranties are untrue or inaccurate as of the Closing Date because of (i) changes caused by actions or transactions approved in writing by Buyer, (ii) events or changes occurring between the Effective Date and the Closing Date that do not have a Material Adverse Effect on the Business taken as a whole, (iii) events or changes which occur in the ordinary course of business or which result from the announcement of Sellers' sale of the Business or from general market or economic conditions beyond the control of Sellers, or (iv) any modification to such representations and warranties as provided in Section 6.12 above.

(c) Default. All of the covenants and obligations that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects.

(d) Closing Deliveries. Sellers shall have transferred the Deposits and delivered all closing documents pursuant to ARTICLE III and Section 4.2(a).

(e) No Proceedings. No Proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, the Parties' performance of this Agreement, or (ii) that would have the effect of preventing, materially delaying, making illegal, or otherwise materially interfering with the Parties' performance of this Agreement, shall be pending or, to either Party's Knowledge, Threatened.

(f) Liquor License. Buyers shall have obtained a liquor license (or authority to serve liquor) from the Pennsylvania Liquor Control Board.

10.2 Obligation of Sellers to Close. The obligations of Sellers to take the actions required to be taken by Sellers at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Sellers, in whole or in part, except for Section 10.2(a) below):

(a) Court Approval. The Receiver shall have obtained the approval of the United States District Court for the Southern District of Florida, Miami Division to consummate the sale of the Assets and assumption and assignment of the Assumed Obligations pursuant to the terms of this Agreement and the transactions hereunder.

(b) Accuracy of Representations. All of the representations and warranties of Buyer in this Agreement shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the Closing Date as if made on the Closing Date.

(c) No Default. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with.

(d) Closing Deliveries. Buyer shall have delivered the Purchase Price and all other closing documents required under ARTICLE III and Section 4.2(b).

(e) No Proceedings. No Proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, the Parties' performance of this Agreement, or (ii) that would have the effect of preventing, materially delaying, making illegal, or otherwise materially interfering with the Parties' performance of this Agreement, shall be pending or, to either Party's Knowledge, Threatened.

**ARTICLE XI
EMPLOYEES**

11.1 **Employees.** As of the Closing Date, Buyer shall utilize its good faith efforts (but shall have no obligation) to offer the Employees of the Business employment on substantially the same terms and conditions under which employees in comparable positions are employed by Buyer in other locations.

11.2 **Employee Services.** Buyer acknowledges that Sellers may need the services of certain of its Employees for the conclusion of certain business activities. Buyer will attempt to make such Employees available to Sellers upon reasonable request. Should the use of such Employee(s) constitute an undue burden for Buyer, Sellers agree to compensate Buyer for such services at a rate mutually agreed upon in advance. Sellers agree to hold harmless Buyer from any and all actions arising from such Employees' actions on Sellers' behalf.

**ARTICLE XII
TERMINATION**

12.1 **Termination Events; Opportunity to Cure.**

(a) Subject to Section 12.1(c), this Agreement may be terminated on written notice:

(i) By either Party, in the event of a Breach by the other Party of its material obligations under this Agreement which remains uncured after notice and an opportunity to cure as provided in Section 12.1(c);

(ii) By Buyer, if the condition in Section 10.1(f) of this Agreement has not been satisfied in all material respects by the date that is sixty (60) days after the Effective Date (the "Conditional Satisfaction Date") , or if the satisfaction of such condition or of the condition in Section 10.1(a) is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived the condition on or before the Condition Satisfaction Date; or

(iii) By Sellers, if satisfaction of the condition in Section 10.2(a) is or becomes impossible (other than through the failure of Sellers to comply with their obligations under this Agreement) and Sellers have not waived such condition on or before the Condition Satisfaction Date.

(b) So long as the court approval described in Section 10.1(a) and Section 10.2(b) remain pending, neither party may terminate this Agreement by reason of the court's failure (despite Sellers' diligent efforts) to issue such order, and the Closing Date shall be automatically postponed until the order is issued or, if the court rejects the motion for such order, the Agreement shall terminate and the Earnest Money Deposit shall be returned to Buyer.

(c) This Agreement shall not be terminated under Section 12.1(a) if the noncompliance, nonperformance or Breach can be cured or eliminated, in which event the Party wishing to terminate shall not terminate unless and until (i) it has given the other Party written notice that the noncompliance, nonperformance or Breach has occurred, specifying the nature thereof and the action required to cure, and (ii) such noncompliance, nonperformance or Breach shall not have been cured or eliminated, or the Party giving the notice shall not have otherwise been held harmless from the consequences of the noncompliance, nonperformance or Breach, within ten (10) days of the receipt of such notice.

(d) If any condition is not satisfied as aforesaid, and the Party to whose benefit such condition runs has not terminated this Agreement, such Party shall be deemed to have waived such

condition, and such Party shall be required to close subject and in accordance with the provision of this Agreement. If this Agreement is terminated under either Section 12.1(a)(ii) or 12.1(a)(iii), the Earnest Money Deposit shall be returned immediately to Buyer.

12.2 Effect of Termination. Upon termination of this Agreement pursuant to Section 12.1(a), this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of any Party hereto, or their respective shareholders, directors, members, managers, officers, employees, agents and affiliates. Each Party shall return to the other all copies of all information and documents furnished to such Party by the other and shall destroy all memoranda, notes, extracts and reproductions relating thereto.

ARTICLE XIII CONFIDENTIALITY

13.1 Non-Disclosure of Information. The provisions contained in the Confidentiality Agreement between the Parties remain in full force and effect.

13.2 Publicity. The Parties shall consult with each other as to the form and substance of any press release or other public disclosure regarding the transactions contemplated hereby and neither Party shall make any public disclosure thereof prior to Closing without the written consent of the other, provided that nothing in this Agreement shall prohibit either Party from making any public disclosure which it, with the advice of counsel, deems reasonably necessary to comply with applicable law or the rules of any exchange on which the Parent's shares are listed.

ARTICLE XIV DEFAULT

14.1 Buyer Default. If, on or before the Closing Date, (i) Buyer is in default of any of its material obligations hereunder, or (ii) any of Buyer's material representations or warranties are untrue in any material respect, or (iii) the Closing otherwise fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder in a prompt and timely manner, then after affording Buyer written notice and the opportunity to cure within fifteen (15) days, Sellers may elect to (a) terminate this Agreement by written notice to Buyer; or (b) proceed to close the transaction. If this Agreement is so terminated, then Sellers shall be entitled to the Earnest Money Deposit as liquidated damages, as their sole and exclusive remedy, and thereafter neither party to this Agreement shall have any further rights or obligations hereunder.

14.2 Seller Default. If, at the Closing, (i) Sellers are in default of any of their material obligations hereunder, or (ii) any of Sellers' material representations or warranties are untrue in any material respect, or (iii) the Closing otherwise fails to occur by reason of Sellers' failure or refusal to perform their obligations hereunder in a prompt and timely manner, Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Sellers, in which case the Earnest Money Deposit shall be returned to buyer and Sellers shall reimburse Buyer for its actual, third party costs and expenses up to and not exceeding \$25,000, or (b) waive the condition and proceed to close the transaction, or (c) seek specific performance of this Agreement by Sellers.

ARTICLE XV GENERAL

15.1 Entire Agreement. With the exception of the provisions of the Confidentiality Agreement between the Parties, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements among them respecting such subject matter, whether verbal or written in all forms.

Agreement. If this Agreement is terminated under either Section 12.1(a)(ii) or 12.1(a)(iii), the Earnest Money Deposit shall be returned immediately to Buyer.

12.2 **Effect of Termination.** Upon termination of this Agreement pursuant to Section 12.1(a), this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of any Party hereto, or their respective shareholders, directors, members, managers, officers, employees, agents and affiliates. Each Party shall return to the other all copies of all information and documents furnished to such Party by the other and shall destroy all memoranda, notes, extracts and reproductions relating thereto.

ARTICLE XIII CONFIDENTIALITY

13.1 **Non-Disclosure of Information.** The provisions contained in the Confidentiality Agreement between the Parties remain in full force and effect.

13.2 **Publicity.** The Parties shall consult with each other as to the form and substance of any press release or other public disclosure regarding the transactions contemplated hereby and neither Party shall make any public disclosure thereof prior to Closing without the written consent of the other, provided that nothing in this Agreement shall prohibit either Party from making any public disclosure which it, with the advice of counsel, deems reasonably necessary to comply with applicable law or the rules of any exchange on which the Parent's shares are listed.

ARTICLE XIV DEFAULT

14.1 **Buyer Default.** If, on or before the Closing Date, (i) Buyer is in default of any of its material obligations hereunder, or (ii) any of Buyer's material representations or warranties are untrue in any material respect, or (iii) the Closing otherwise fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder in a prompt and timely manner, then after affording Buyer written notice and the opportunity to cure within fifteen (15) days, Sellers may elect to (a) terminate this Agreement by written notice to Buyer; or (b) proceed to close the transaction. If this Agreement is so terminated, then Sellers shall be entitled to the Earnest Money Deposit as liquidated damages, as their sole and exclusive remedy, and thereafter neither party to this Agreement shall have any further rights or obligations hereunder.

14.2 **Seller Default.** If, at the Closing, (i) Sellers are in default of any of their material obligations hereunder, or (ii) any of Sellers' material representations or warranties are untrue in any material respect, or (iii) the Closing otherwise fails to occur by reason of Sellers' failure or refusal to perform their obligations hereunder in a prompt and timely manner, Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Sellers, in which case the Earnest Money Deposit shall be returned to buyer and Sellers shall reimburse Buyer for its actual, third party costs and expenses up to and not exceeding \$25,000, or (b) waive the condition and proceed to close the transaction, or (c) seek specific performance of this Agreement by Sellers.

ARTICLE XV GENERAL

15.1 **Entire Agreement.** With the exception of the provisions of the Confidentiality Agreement between the Parties, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements among them respecting such subject matter, whether verbal or written in all forms.

15.2 **Headings.** The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

15.3 **Notices.** All notices or other communications required hereunder shall be in writing and shall be deemed to have been given: (i) upon receipt, if delivered in person, (ii) three (3) business days after the date of mailing, if mailed by certified or registered mail (first class postage pre-paid), (iii) one (1) business day after deposit with an overnight courier service such as Federal Express, or (iv) upon receipt, if delivered by confirmed facsimile transmission, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such Party shall designate in writing to the other Party):

If to Sellers:

Michael I. Goldberg, Esq.
Receiver for Entertainment Group Fund, Inc.
350 East Las Olas Blvd., Suite 1600
Fort Lauderdale, Florida 33301
Telephone: (954) 463-2700
Facsimile: (954) 463-2224

With a copy to:

Akerman Senterfitt
350 East Las Olas Blvd., Suite 1600
Fort Lauderdale, Florida 33301
Attn: David C. Ristaino, Esq.
Telephone: (954) 463-2700
Facsimile: (954) 463-2224

If to Buyer:

Mark Shulman
145 W. 45th Street, 9th Floor
New York, NY 10036
Telephone: (212) 930-5180
Facsimile: (212) 930-5390

With a copy to:

AEG Live PA LLC
o/o AEG Live, LLC
5750 Wilshire Boulevard
Suite 501
Los Angeles, CA 90036
Attn: Madeline Schilder, Esq.
Telephone: (323) 930-5760
Facsimile: (323) 930-5785

15.4 **Exhibits and Schedules.** Each Exhibit and Schedule referred to herein is incorporated into this Agreement by such reference.

15.5 **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable by a court of competent jurisdiction, such illegality, invalidity or unenforceability will not affect any other provision hereof. This Agreement shall, in such circumstances be deemed modified to the extent necessary to render enforceable the provisions hereof.

15.6 **Waiver.** Except as otherwise provided in this Agreement, the failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement will not constitute a waiver of any of its rights hereunder.

15.7 **Assignment.** Buyer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Receiver.

15.8 **Successors and Assigns.** This Agreement binds, inures to the benefit of, and is enforceable by the successors and permitted assigns of the Parties, and does not confer any rights on any other Person(s).

15.9 **Governing Law and Jurisdiction.** THIS AGREEMENT (AND ALL DOCUMENTS, INSTRUMENTS, AND AGREEMENTS EXECUTED AND DELIVERED PURSUANT TO THE TERMS AND PROVISIONS HEREOF (THE "ANCILLARY DOCUMENTS") SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. BUYER AND SELLERS FURTHER AGREE THAT THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (A) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT AND (B) THE ACQUIRED ASSETS AND THE ASSUMED LIABILITIES. BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; *PROVIDED, HOWEVER,* THAT IF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE COURT LOCATED IN THE STATE OF FLORIDA SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND BUYER AND SELLERS HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH CASE.

15.10 **Amendments.** This Agreement may be amended only by a written instrument duly executed by each of the Parties hereto.

15.11 **Counterparts; Facsimiles.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Signatures on this Agreement delivered by fax or telecopier shall be considered original signatures for purposes of effectiveness of this Agreement.

15.12 **Allocation of Purchase Price.** Each of Sellers and Buyer shall reasonably cooperate with the other Party to agree upon a reasonable allocation of the Purchase Price prior the Closing as provided in Section 9.2(a). Sellers and Buyer shall report the transaction contemplated by this Agreement for federal and state income tax purposes in accordance with such allocation.

15.13 **Further Assurances.** From time to time following the Closing, Sellers and/or Buyer shall execute, acknowledge and deliver such additional documents, instruments of conveyance, transfer, assignment, assumption or assurances and take such other action as Buyer or Sellers, as the case may be, may reasonably request to more effectively assign, convey and transfer the Assets to Buyer and fully vest title of such Assets in Buyer, or for Buyer to more effectively assume the Assigned Obligations, as the case may be.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized officers as of the date first above written.

SELLERS:

KESWICK ENTERTAINMENT GROUP, INC., a
Pennsylvania corporation

By: _____
Michael I. Goldberg, Receiver for Entertainment
Group Fund, Inc.

KESWICK HOLDINGS, LLC, a Pennsylvania limited
liability company

By: _____
Michael I. Goldberg, Receiver for Entertainment
Group Fund, Inc.

BUYER:

AEG LIVE PA LLC, a Delaware limited liability
company

By: _____
Name: _____
Title: _____

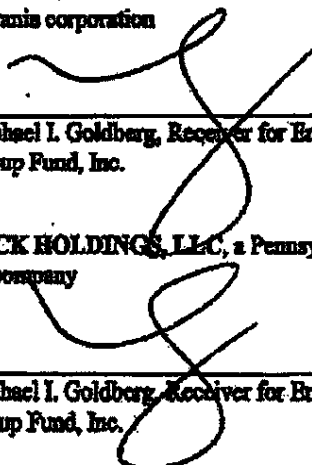
IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized officers as of the date first above written.

SELLERS:

KESWICK ENTERTAINMENT GROUP, INC., a
Pennsylvania corporation

By: 
Michael I. Goldberg, Receiver for Entertainment
Group Fund, Inc.

KESWICK HOLDINGS, LLC, a Pennsylvania limited
liability company

By: 
Michael I. Goldberg, Receiver for Entertainment
Group Fund, Inc.

BUYER:

AEG LIVE PA LLC, a Delaware limited liability
company

By: 
Name: _____
Title: _____

Schedules and Exhibits

Exhibits

Exhibit A – Form of Bill of Sale, Assignment and Assumption Agreement

Exhibit B – Form of Closing Certificate

Schedules

Schedule 2.1(a) – Personal Property

Schedule 2.1(c) – Contracts

Schedule 2.1(d) – Intangible Property

Schedule 2.1(f) – Permits

Schedule 2.1(g) – Real Property

Schedule 2.1(h) – Deposits and Bookings

Schedule 2.1(i) – List of e-Seats Memberships

Schedule 2.2 – Certain Excluded Assets

Schedule 2.3(c) – Unredeemed Gift Cards and Gift Certificates

Schedule 2.3(e) – Liabilities

Schedule 5.3 – Accounts Receivable

Schedule 6.4(a) – Employee Plans

Schedule 6.5(a) – List of Employees

Schedule 6.5(e) – Employment Related Proceedings

Schedule 6.6 – Exceptions to No Conflict

Schedule 6.7 – Litigation

Schedule 6.9 – Real Estate Matters

Schedule 7.3 – Exceptions to No Conflict (Buyer)

Schedule 7.4 – Litigation (Buyer)

Schedule 9.2(a) – Purchase Price Allocation