

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

CASE NO. 06-20975-CIV-HUCK/O'SULLIVAN

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 AUTHORITY TO SELL
REAL PROPERTY LOCATED AT 1341 MIDDLE RIVER DRIVE**

Michael I. Goldberg, the Court-appointed Receiver (the "Receiver") for Defendants Worldwide Entertainment Group, Inc. ("Worldwide"), The Entertainment Group Fund, Inc. ("TEGFI"), American Enterprises, Inc. ("AEI") and Entertainment Funds, Inc. ("EFI"), by and through undersigned counsel, respectfully requests this Court enter an Order authorizing the Receiver to sell the real property located at 1341 Middle River Drive, Fort Lauderdale, Florida. In support of this Motion, the Receiver states as follows:

A. The Receivership Case

1. On April 17, 2006, the Securities and Exchange Commission ("SEC") filed a Complaint (the "Receivership Case") in the United States District Court for the Southern District of Florida (the "District Court") against Worldwide TEGFI, AEI, EFI, John P. Utsick ("Utsick"), who was the principal of Worldwide, TEGFI and EFI, and against Robert Yeager ("Yeager") and

Donna Yeager (Yeager and Donna Yeager are jointly referred to as the "Yeagers"), who were the principals of AEI (Worldwide TEGFI, AEI, EFI, Utsick and the Yeagers are collectively the "Receivership Defendants").

2. On April 20, 2006, upon the request of the SEC, the District Court entered an Order Appointing Receiver (the "Receivership Order") appointing Michael Goldberg as receiver over Worldwide TEGFI, AEI, EFI, their subsidiaries, successors and assigns (collectively, the "Receivership Entities").

3. In relevant part, the Receivership Order confers the Receiver with the power and authority to "investigate the manner in which the affairs of the Defendants were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the Defendants their investors and other creditors, as the Receiver deems necessary against those individuals...which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated or transferred money or other proceeds directly or indirectly traceable from investors in the Defendants..."

B. The Chong Case

4. Upon a review of the Receivership Entities' bank records, the Receiver discovered a payment in the amount of \$5 million (the "TEGFI Funds") had been wired from TEGFI's bank account at RBC Centura Bank to an account at Wachovia Bank in the name of Universal Entertainment, LLC ("Universal"). The Receiver traced the payment to Lyn Chong ("Chong"), a former employee of TEGFI and/or Worldwide and the sole owner, officer and director of Universal, who the Receiver believed had caused the funds to be wired to Universal for her benefit.

5. The Receiver learned that Chong, and her husband Kevin Karl Wills, Jr. ("Wills") utilized the TEGFI Funds to fund their living expenses and to pay personal expenditures, including the purchase of a single family home located at 1341 Middle River Drive, Fort Lauderdale, Florida (the "Real Property").

6. On or about April 5, 2007, the Receiver filed a lawsuit against Chong, Wills and Universal (the "Chong Defendants") to recover the TEGFI Funds, *Goldberg v. Chong, et al.* Case No. 1:07-cv-20931-PCH (the "Chong Case").

7. The Receiver reached a settlement with the Chong Defendants, which provided in pertinent part that Chong and Wills execute a Quit Claim Deed transferring their complete interest in the Real Property to the Receiver. The Quit Claim Deed was recorded in the Official Records of Broward County, Florida, at Book 44701, Page 1507 on October 10, 2007.

C. The Sale of the Real Property

8. The Receiver hired Jason A. Welt P.A. ("Welt") to market and sell the Real Property. Welt is a licensed real estate agent affiliated with Transmaxx Real Estate, who specializes in the sale of distressed properties and properties sold pursuant to court orders.

9. Welt marketed the Real Property for eight weeks. He received twelve inquiries and two offers to purchase the Real Property.

10. On February 28, 2008, the Receiver filed a Motion to Sell Real Property Located at 1341 Middle River Drive (DE 238) to James C. Brady and Neysa Rich, husband and wife (jointly, "Brady") for \$950,000. The Court entered an Order granting the Motion (DE 241). However, Brady subsequently withdrew his offer (as allowed under the terms of the contract).

11. Thereafter, Welt obtained an offer for \$900,000, but that sale fell through before the deadline to post a deposit, due to the results of an inspection of the Real Property.

12. Welt continued to market the Real Property. Victor and Carol Carnero (the "Buyers") offered to purchase the Real Property for \$750,000. After negotiations with the Receiver, the Buyers agreed to raise their offer to \$800,000.

13. The Buyers signed an "As Is" Contract for Sale and Purchase (the "Contract") of the Real Property. The Receiver seeks authority to execute the Contract with the Buyers. A copy of the Contract is attached hereto as Exhibit A.

14. The Buyers are independent parties, who have no relationship with the Receiver or the Receivership Defendants.

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, 28 U.S.C. § 2001 provides procedures for the sale of realty under any order or decree of any court of the United States. Generally, realty shall be sold at public sale within the district where the receiver was first appointed. 28 U.S.C. § 2001(a). 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 Real Property by private sale. The sale will be concluded quickly.

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, due to the multiple offers from disinterested parties to purchase the Real Property, the Receiver does not believe it is necessary for the Court to appoint disinterested persons to appraise the Real Property. Moreover, the offers reflect the market value and present condition of the Real Property.¹ 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. Moreover, the Receiver will no longer need to utilize receivership funds to maintain the Real Property.

WHEREFORE, Michael I. Goldberg, in his capacity as Receiver of the Receivership Entities, hereby respectfully requests this Court enter an Order authorizing the Receiver to sell the Real Property pursuant to the terms and conditions set forth herein, and to grant such other relief as the Court deems just and proper.

LOCAL RULE 7.1 CERTIFICATION OF COUNSEL

Pursuant to Local Rule 7.1, undersigned counsel hereby certifies that he conferred with counsel for the SEC, who does not object to the relief requested herein and counsel for Utsick

¹ Although similar homes in the vicinity of the Real Property, have recently sold in the range of \$700,000 to \$1 million, there are only two recent sales of similar single family waterfront homes. A 2,623 square foot home (located at N.E. 26th Place), which was listed for \$1,300,000, sold for \$1,075,000 and a 2,938 square foot home (located at NE 60th Street), which was listed for \$1,200,000, sold for \$840,000.

and the Yeagers, who take no position on the relief requested.

Respectfully submitted,

AKERMAN SENTERFITT

Counsel for Receiver

Las Olas Centre II, Suite 1600

350 East Las Olas Boulevard

Fort Lauderdale, FL 33301-2229

Telephone: (954) 463-2700

Facsimile: (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 21st day of August, 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 U.S. Mail or e-mail to the parties on the attached Service List.

/s/ Joan Levit

Service List

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Counsel for First Source Bank
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EXHIBIT A

Handwritten signature/initials

"As Is" Contract for Sale and Purchase

"As Is"

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

1* PARTIES: Michael Goldberg, Receiver for World Wide Entertainment Inc. ("Seller")
2* and Victor Camero and Carol Camero ("Buyer")

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:

6* (a) Legal description of the Real Property located in BROWARD County, Florida

8* (b) Street address, city, zip, of the Property: 1341 Middle River Drive Ft. Lauderdale, FL 33301

9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s)
10 unless specifically excluded below.

11* ~~Other items included are:~~

13* ~~Items of Personal Property (and leased items, if any) excluded are:~~

15* II. PURCHASE PRICE (U.S. currency): \$ 800,000.00

16 PAYMENT:

17* (a) Deposit held in escrow by Akerman Senterfit (Escrow Agent) in the amount of (checks subject to clearance) \$ 10,000.00

18* Escrow Agent's address: 330 E. LAS OLAS BLVD, SUITE 1600, FTL Phone 954-463-2700

19* (b) Additional escrow deposit to be made to Escrow Agent within 3 days after Effective Date in the amount of: \$ 30,000.00

20* ~~Financing to be provided by Loan Approval (See Paragraph 31) in the amount of:~~

21* ~~Other:~~

22* (a) Balance to close by cash, wire transfer or LOCALLY DRAWN cashiers' or official bank checks, subject

23* to adjustments or concessions: \$ 760,000.00

24* III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS: EFFECTIVE DATE:

25 a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before July 2008, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless otherwise
27* stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.

28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29* final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30* acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:

32* (a) This is a cash transaction with no contingencies for financing:

33* (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase

34* the Property (Loan Approval) within 30 days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY

35* ONE) to fixed 5 year adjustable rate loan, to fixed or adjustable rate loan, in the Loan Amount (See Paragraph 11(c)) at an initial interest rate not to

36* exceed 5 and for a term of 30 years. Buyer will make application within 30 days (if blank, then 30 days) after Effective Date.

37* ~~BUYER shall use reasonable diligence to obtain Loan Approval within the time specified in Paragraph 31(b). If Buyer obtains Loan Approval~~

38* ~~within the time specified in Paragraph 31(b), then the loan terms, interest rate, and other terms shall be those set forth in the Loan Approval~~

39* ~~document. If Buyer does not obtain Loan Approval within the time specified in Paragraph 31(b), then this Contract shall be null and void, and the~~

40* ~~deposit(s) shall be returned to Buyer. Buyer shall pay all loan expenses. Buyer acknowledges the mortgage broker and~~

41* ~~lender to be the best informed regarding the mortgage broker and lender's qualifications and Loan Approval. Seller, Buyer, and Escrow~~

42* ~~Agent shall be deemed to have accepted the terms of the Loan Approval. Seller may hereafter cancel this Contract if~~

43* ~~Buyer does not obtain Loan Approval within the time specified in Paragraph 31(b). Seller's cancellation notice shall be given~~

44* ~~to Buyer within the time specified in Paragraph 31(b). Seller will not be liable for any financing contingency in the event that it is not~~

45* ~~obtained for purposes of this Financing Paragraph (b) only. If Buyer has used reasonable diligence but does not obtain Loan Approval~~

46* ~~by Loan Approval Date, then Buyer, either orally or in writing, shall be deemed to have canceled this Contract. The deposit(s) shall be returned to Buyer. If Buyer obtains Loan~~

47* ~~Approval on or after the Financing Paragraph (b) and thereafter the financing does not close, then the deposit(s) shall be paid to Buyer, provided~~

48* ~~that Buyer has used reasonable diligence to obtain Loan Approval and Seller, either orally or in writing, has canceled this Contract or if Buyer~~

49* ~~tender fails to receive and operate an approval of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s)~~

50* ~~shall be returned to Buyer.~~

51* (c) Assumption of existing mortgage loans and/or terms or

52* (d) Purchase money note and mortgage to Seller (see "AS IS" Guarantees B and K and riders, addenda, or special clauses or terms)

53* V. TITLE EVIDENCE: Abstract 5 days (if blank, then 5 days) before Closing with a mortgage commitment with right of first refusal and

54* ~~exception of the first lien. The purchase money note and mortgage shall be delivered to Buyer at Closing. Buyer shall pay all title insurance and recording fees.~~

55* (CHECK ONLY ONE) (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney

56* (2) Buyer, at Buyer's expense.

57* (CHECK HERE) If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 23 Days ("Closing"), unless

59* modified by other provisions of this Contract; in the event of extreme weather or other conditions or events constituting "force majeure", Closing will be

60* extended a reasonable time until (1) restoration of utilities and other services essential to Closing, and (2) availability of Hazard Wind, Flood, or Homeowners

61* insurance. If such conditions continue more than 14 days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

Pursuant to the terms of the Comprehensive Rider

Handwritten initials/signature

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82 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to comprehensive land use plans, zoning,
83 restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise
84 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unapplied public utility easements of record
85 (located contiguous to real property lines and not more than 30 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
86 lines); (area for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
87 *videndum); provided, that there exists at Closing no violation of the foregoing and same prevent use of the Property for

88 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
89 to be used as occupied beyond Closing, the fact and specific terms of use and the names of occupants shall be disclosed pursuant to AS IS - Standard
90 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and
91 liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition at time of taking occupancy.

92 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed
93 provisions of this Contract in conflict with them.

94 X. ASSIGNABILITY: (CHECK ONLY ONE) Buyer may assign and thereby be released from any further liability under this Contract; may
95 assign but not be released from liability under this Contract; or may not assign this Contract.

96 XI. DISCLOSURES:
97 (a) The Property may be subject to unpaid special assessment item(s) imposed by a public body ("public body" does not include a
98 Condominium or Homeowners' Association). Such item(s), if any, whether certified, confirmed and collect, pending, or payable in installments,
99 as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then Seller at Closing). If the amount of any
100 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
101 best estimate of assessment for the improvement by the public body.

102 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
103 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
104 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

105 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
106 regarding mold, Buyer should contact an appropriate professional.

107 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 563.096, F.S.
108 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint order is mandatory.

109 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

110 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
111 TION/COMMUNITY DISCLOSURE.

112 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF
113 PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR
114 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU
115 HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

116 XII. MAXIMUM REPAIR COSTS: DELETED

117 XIII. HOME WARRANTY: Seller Buyer neither pay for a home warranty plan issued by

118 XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have _____ days from Effective Date ("Inspection Period") within
119 which to have such inspections of the Property performed as Buyer shall desire and repairs shall be made available by the
120 Seller during the Inspection Period. (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
121 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract
122 and (c) If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract
123 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely
124 cancels this Contract, the deposit paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released
125 of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel
126 *warrant herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,
127 environmental, and safety codes, regulations or requirements and shall be responsible for any and all repairs and improvements
128 required by Buyer's lender.

129 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract
130 CONDOMINIUM VAPHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE
131 INSULATION EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) Other Comprehensive Rider Provisions Addenda
132 Special Clauses(s): This insurance and closing to be through Liberty Title Company of Augusta, Inc. at Buyer's expense.

133 ~~Seller is the agent for the award. Failure to perform \$50,000.00~~
134 ~~(Twenty Thousand) of the \$150,000.00 Deposit will be deemed~~
135 ~~irrevocable.~~

136 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy of
137 "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

131

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a

132

particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining

133

positions of all interested persons.

134

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED

135*

136* (BUYER)

Victor Carnero

(DATE)

(SELLER)

Manuel G. Garcia, Receiver for Work

(DATE)

137*

138* (BUYER)

Carol Carnero

(DATE)

(SELLER)

(DATE)

139* Buyers' address for purposes of title

Sellers' address for purposes of title

140*

141*

Phone

Phone

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
143 this Contract.

144* Name

None

Transport Realty Network - Jason A. Webb, Realtor

145

Cooperating Brokers, if any

Listing Broker

Southwest Capital Realty
#362.552

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146 "AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS

147 A. **TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, the

148 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters mentioned in

149 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Florida Standards adopted by

150 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found

151 defective, notify Seller in writing specifying defect(s) within the time unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing

152 which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) excluding the time for a reasonable period not to

153 exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If

154 Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct

155 defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of

156 deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is determined to

157 Buyer less than 60 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with

158 ~~the AS-IS Standard~~

159 B. **PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a 30

160 day grace period in the event of default; a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole

161 or in part without penalty, shall permit acceleration in event of transfer of the Real Property, shall require all provisions and encumbrances to be kept in good

162 standing, shall forbid modifications of, or future advances under, prior mortgage(s), shall require Buyer to maintain policies of insurance containing a standard

163 mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage (basic contents)"

164 and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value, and the mortgage, note and security

165 agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage

166 notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is

167 located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded

168 ~~written~~ financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

169 C. **SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certify

170 by a registered Florida surveyor if the survey discloses encroachments on the Real Property or that improvements located thereon encroach upon setback lines,

171 easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

172 D. **WOOD DESTROYING ORGANISMS: DELETED**

173 E. **INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in

174 Paragraph VI hereof and title to the Real Property is insurable in accordance with "AS-IS" Standard A without exception for lack of legal right of access.

175 F. **LEASES:** Seller, until at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature

176 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant,

177 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to

178 confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to

179 Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

180 G. **LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement

181 claims of lien or judgment liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 30 days

182 immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction

183 liens executed by a general contractor, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit, setting forth the names of all such general

184 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a

185 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

186 H. **PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the ~~attorney or other closing agent~~ (Closing

187 Agent) designated by the party paying for the insurance, or, if no title insurance, designated by Seller.

188 I. **TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal

189 holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5 (5) p.m. of the next

190 business day. Time is of the essence in this Contract.

191 J. **CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases

192 and leases, mortgage, estoppel letters and constructive assignments. Buyer shall furnish mortgage, mortgage note, security agreement and escrow statements.

193 K. **EXPENSES:** Documentary stamps on the deed and recording of restrictive instruments shall be paid by Seller. All other expenses hereon (whether incurred from

194 Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed;

195 mortgage title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.

196 Unless otherwise provided by law or order to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing

197 statement), shall be paid by a party responsible for furnishing the title evidence in accordance with Paragraph E hereof. ~~See Florida Standard A~~

198 L. **PRORATIONS; CREDITS:** Taxes, assessments, ~~and interest~~ insurance and other expenses of the Property shall be prorated through the day before Closing.

199 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be

200 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent

201 and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be tendered to Seller. Taxes shall be prorated based on the current year's

202 tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not

203 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not

204 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which

205 improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be

206 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available

207 exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

208 M. **(RESERVED - Purposely left blank)**

209 N. **INSPECTION AND REPAIR: DELETED**

210 O. **RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which

211 shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and

212 Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be prorated at Closing. If the

213 cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby

214 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural

215 occurrence shall be the cost of pruning or removal.

216 P. **CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section

217 687.7841, F.S., as amended, the escrow and closing procedure required by this "AS-IS" Standard shall be waived. Unless waived as set forth above, the

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"AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS (CONTINUED)

following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect, and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and convey the Property to Seller by special warranty deed and bill of sale, and (4) if Buyer fails to make timely demand for return, Buyer shall take title from Seller, waiving all rights against Seller as to any intervening defect, except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until this parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties. An Agent may deposit same with the Clerk of the court having jurisdiction of the escrow. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. ~~Real estate broker~~ Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent intervenes the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent on charges and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation may, for purposes of this "AS-IS" Standard, or all include Seller, Buyer and any brokers acting in agency or non-agency relationships authorized by Chapter 475 F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims, whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, and Seller, at Seller's option, may pursue its equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance in order to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and vice versa; gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of the Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by ~~statutory warranty~~ ^{statutory} ~~trustee's personal representative or guardian's deed~~ as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES. Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and Casualty (as excepted). Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing. It is understood that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS-IS" Standard. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("exchange"), the other party shall cooperate in all reasonable respects to effectuate this Exchange, including the execution of documents, provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor excused or delayed by, such Exchange.

Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

Double Check Rider

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initiated by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between
Michael Goldberg, Receiver for World Wide Entertainment Inc. (Seller)
and Victor & Carol Camero (Buyer)
concerning the Property described as 1341 Middle River Dr.
Ft. Lauderdale, Florida 33301

EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.

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1. Evidence of Title shall be defined as: *IF ONE IS IN HIS POSSESSION*

(a) Seller shall provide an existing prior Owner's or First Mortgagee Title Insurance Policy qualified for use as a title base for reissue of coverage on the Real Property at the Purchase Price of the Real Property ("Prior Policy") together with copies of all exceptions thereto, if requested. Seller shall, at Seller's option, pay for either: (1) an abstract continuation or (2) a computer title search, from the effective date of the prior Owner's Policy or in the case of a First Mortgagee Title Insurance Policy from the date of recording the deed into the mortgagee. The abstract continuation or title search shall be ordered or performed by Closing Agent at a cost not to exceed \$_____ (if blank, \$200.00); ** SELLER SHALL OBTAIN AT **

(b) IF A PRIOR POLICY DESCRIBED IN PARAGRAPH 1(a) ABOVE IS NOT AVAILABLE then Seller shall, at Seller's option provide and pay for either: (1) an alternative title evidence which is acceptable to Buyer's title insurance underwriter; or (2) a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before Closing.

2. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications contained in Paragraph VII. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Evidence of Title to notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (a) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (b) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Evidence of Title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of Evidence of Title to examine same in accordance with this Rider. If the escrow and closing procedure required by Standard P-1 is not waived, the Evidence of Title shall be continued after Closing at Buyer's expense to show title in Buyer, without any encumbrances or changes which would render Seller's title unmarketable from the date of the previous continuation.

3. Evidence of Title shall be certified or brought current through a date not more than 30 days prior to Closing. Upon Closing, the Evidence of Title shall become the property of Buyer.

** SELLER'S EXPENSE A TITLE INSURANCE COMMITMENT & TITLE EVIDENCE WITHIN 10 DAYS OF THE EFFECTIVE DATE. BUYER TO OBTAIN OWNER TITLE POLICY AT BUYER'S EXPENSE FROM LIBERTY TITLE CO.*

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Page _____ of Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

** BUYER TO OBTAIN OWNER TITLE POLICY AT BUYER'S EXPENSE FROM LIBERTY TITLE CO.*

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** SELLER TO WAIVER THE DEFECT AND PROVIDING TO CLOSING.*

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HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. BUYERS REPRESENT, WARRANT AND COVENANT TO SELLER, WHICH REPRESENTATION, WARRANTY AND COVENANT SHALL SURVIVE THE CLOSING AND NOT BE MERGED WITH THE DEED, THAT EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THE CONTRACT, BUYERS ARE RELYING SOLELY UPON BUYERS' OWN INVESTIGATION OF THE PROPERTY.

BY INITIALING BELOW, BUYERS ACKNOWLEDGE THAT (I) THIS SECTION 2 OF THIS COMPREHENSIVE RIDER HAS BEEN READ AND FULLY UNDERSTOOD, (II) BUYERS HAVE HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (III) BUYERS HAVE ACCEPTED AND AGREED TO THE TERMS SET FORTH HEREIN.

BUYERS' INITIALS _____

~~2. **Broker Indemnity.** Buyers represent and warrant that neither Buyers nor any of Buyers' representatives, employees or agents have dealt or consulted with any real estate broker in connection with the transaction contemplated by the Contract except Transcontinental Realty Network and Southeast Capital Realty #3021552. Without limiting the effect of the foregoing, Buyers agree to indemnify and hold Seller harmless against any claim or demand made by any real estate broker or agent other than the above-named brokers claiming to have dealt or consulted with Buyers or any of Buyers' representatives, employees or agents contrary to the foregoing representation and warranty. Each representation, warranty and agreement contained in this Section 2 shall survive the closing of this transaction, the making of any payments provided for in this instrument and in any other deliveries and payments contemplated by this Contract. Seller agrees to pay Transcontinental Realty Network and Southeast Capital Realty #3021552 each a commission at Closing equal to 1.5% of the Purchase Price.~~

OK
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OK
[Signature]

3. **Court Approval.** Seller shall promptly file a motion with the United States District Court, Southern District of Florida (the "Court") under Case No. 06-20975 to approve this Contract. Seller shall notify Buyers in writing of the Court's decision within three (3) business days after receipt of the Court's order.

4. **Closing.** Closing shall take place on or before ten (10) days after Court approval of this Contract but not earlier than thirty (30) days after the Effective Date. Closing shall take place in the offices of Akerman Senterfitt, 350 E. Las Olas Boulevard, Suite 1600, Fort Lauderdale, FL, at a time mutually agreed upon.

5. **General.** In the event of any conflicts between the terms of this Comprehensive Rider and the Contract, the terms of this Comprehensive Rider shall prevail.

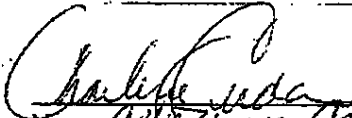
Witness:

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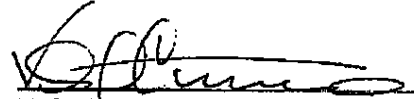
Name: _____

Witness:

Name: _____



Name: CHARLIE CERDA

BUYERS:


VICTOR CANERO


CAROL CANERO

SELLER:


MICHAEL I. GOLDBERG, as Receiver
for World Wide Entertainment, Inc.