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CERTIFIED COPY (Rev. 6/85)

93602805

United States District Court Northern District of Illinois Eastern Division

I, H. Stuart Cunningham, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed document is a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Chicago, Illinois on 7-30-93

DEPT-01 RECORDINGS 433.50
T-7777 TRAN 3933 08/02/93 14:44:00
35554 * 93-602805
COOK COUNTY RECORDER

H. STUART CUNNINGHAM CLERK

By: Cassandra Myles Deputy Clerk

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Minute Order Form (rev. 12/90)

93602805

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	George W. Lindberg	Sitting Judge if Other Than Assigned Judge	Wayne R. Andersen
Case Number	91 C 349	Date	July 9, 1993
Case Title	VARDON GOLF v. BBMG		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd-party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

Sent for Microfilming

JUL 12 1993

JUL 13 1993

Filed on _____

DOCKET ENTRY:

(1)	<input type="checkbox"/>	Filed motion of (use listing in "MOTION" box above)	
(2)	<input type="checkbox"/>	Brief in support of motion due _____	
(3)	<input type="checkbox"/>	Answer brief to motion due _____	Reply to answer brief due _____
(4)	<input type="checkbox"/>	<input type="checkbox"/> Ruling on _____	set for _____ at _____
(5)	<input type="checkbox"/>	<input type="checkbox"/> Hearing	
(5)	<input type="checkbox"/>	Status hearing <input type="checkbox"/> held <input type="checkbox"/> continued to _____	set for <input type="checkbox"/> re-set for _____ at _____
(6)	<input type="checkbox"/>	Pretrial conf. <input type="checkbox"/> held <input type="checkbox"/> continued to _____	set for <input type="checkbox"/> re-set for _____ at _____
(7)	<input type="checkbox"/>	Trial <input type="checkbox"/> set for _____	re-set for _____ at _____
(8)	<input type="checkbox"/>	<input type="checkbox"/> Bench Trial <input type="checkbox"/> Jury Trial <input type="checkbox"/> Hearing	held and continued to _____ at _____
(9)	<input type="checkbox"/>	This case is dismissed <input type="checkbox"/> without <input type="checkbox"/> with prejudice and without cost <input type="checkbox"/> by agreement <input type="checkbox"/> pursuant to	
	<input type="checkbox"/>	<input type="checkbox"/> FRCP 4(j) (failure to serve)	<input type="checkbox"/> General Rule 21 (want of prosecution) <input type="checkbox"/> FRCP 41(a)(1) <input type="checkbox"/> FRCP 41(a)(2)
(10)	<input checked="" type="checkbox"/>	[Other docket entry] Third-party defendant Dunlop Slazenger Corp.'s oral motion for entry of agreed order is granted. Judgment entered in favor of Dunlop Slazenger Corp. and against Sheldon A. Brenner and Edward M. Moltzen is conditionally vacated pursuant to the Settlement Agreement reached between Dunlop on the one hand and Brenner and Moltzen on the other. Judgment entered in favor of Dunlop and against Martin E. Bresler and Stephen J. L. Goforth shall remain in full force and effect.	
(11)	<input checked="" type="checkbox"/>	[For further detail see <input type="checkbox"/> order on the reverse of <input checked="" type="checkbox"/> order attached to _____	the original minute order form.]

<input checked="" type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate Judge.	Date/time received in central Clerk's Office _____	number of notices date docketed docketing dpty. initials date mailed notice mailing dpty. initials	Document # <div style="border: 1px solid black; padding: 5px; font-size: 2em; font-weight: bold; text-align: center;">294</div>
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2025/01/01

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VARDON GOLF COMPANY, INC.,
Plaintiff and
Third Party Plaintiff,

v.

BBMG GOLF LTD., an Illinois
corporation, d/b/a PRO GOLF OF
CHICAGO and PRO GOLF DISCOUNT,

Defendant and
Third Party Plaintiff,

v.

DUNLOP SLAZENGER CORPORATION,
EXCALIBUR GOLF COMPANY, MACGREGOR
GOLF COMPANY, NORTHWESTERN GOLF
COMPANY, NORTHWESTERN GOLF CO.,
SQUARE TWO GOLF, MERIT GOLF CO.,
and SPALDING EVENFLO CORPORATION,

Third Party Defendants,

and

DUNLOP SLAZENGER CORPORATION,

Counterplaintiff,
Fourth Party Plaintiff
and Third Party Defendant,

v.

EDWARD W. MOLTZEN, STEVEN J. L.
GOFORTH, SHELDON A. BRENNER and
MARTIN B. BRESLER,

Fourth Party Defendants.

No. 91 C 0349

Judge Lindberg

DOCKETED
JUL 12 1993
Office

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AGREED ORDER

This matter coming on to be heard on the oral motion of Dunlop Slazenger Corporation ("Dunlop"), a copy of which has been reduced

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to writing and attached hereto as Exhibit A. It is hereby ordered that:

1. The Judgment entered by this Court in favor of Dunlop Slazenger Corporation and against Sheldon A. Brenner ("Brenner") and Edward W. Moltzen ("Moltzen") is conditionally vacated pursuant to the Settlement Agreement reached between Dunlop on the one hand and Brenner and Moltzen on the other (the "Settlement Agreement");

2. This Court retains jurisdiction to enforce the terms of the Settlement Agreement; and

3. The Judgment entered by this Court in favor of Dunlop and against Martin B. Bresler and Stephen J.L. Goforth shall remain in full force and effect.

ENTERED: JUL - 9 1993

Wayne Anderson

WAYNE ANDERSON

DISTRICT CLERK

Stephen J. Landes
Jeffrey H. Hornstein
Rebecca L. Kent
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, IL 60603
312/807-4600

NOTE: Judge Lindvall is not in today. Emergency Judge Williams is on the bench. The parties appeared in open court before me yesterday to explain this order.

W. G.

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VARDON GOLF COMPANY, INC.,)

Plaintiff and)
Third Party Plaintiff,)

v.)

BBMG GOLF LTD., an Illinois)
corporation, d/b/a PRO GOLF OF)
CHICAGO and PRO GOLF DISCOUNT,)

Defendant and)
Third Party Plaintiff,)

v.)

DUNLOP SLAZENGER CORPORATION,)
EXCALIBUR GOLF COMPANY, MACGREGOR)
GOLF COMPANY, NORTHWESTERN GOLF)
COMPANY, NORTHWESTERN GOLF CO.)
SQUARE TWO GOLF, MERIT GOLF CO.,)
and SPALDING EVENFLO CORPORATION,)

Third Party Defendants,)

and)

DUNLOP SLAZENGER CORPORATION,)

Counterplaintiff,)
Fourth Party Plaintiff)
and Third Party Defendant,)

v.)

EDWARD W. MOLTZEN, STEVEN J. L.)
GOFORTH, SHELDON A. BRENNER and)
MARTIN B. BRESLER,)

Fourth Party Defendants.)

No. 91 C 0349

Judge Lindberg

MOTION TO CONDITIONALLY VACATE JUDGMENT

Dunlop Slazenger Corporation ("Dunlop"), by its attorneys, moves this Court to conditionally vacate the judgment entered in favor of Dunlop and against Sheldon A. Brenner ("Brenner") and

EXHIBIT A

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Edward W. Moltzen ("Moltzen"), and to retain jurisdiction to enforce the Settlement Agreement reached between Dunlop on the one hand and Brenner and Moltzen on the other. In support of this motion, Dunlop states as follows:

1. Dunlop is engaged in the business of, among other things, the sale and distribution of golf equipment and related products.

2. Brenner, Moltzen, Martin B. Bresler ("Bresler") and Stephen J.L. Goforth ("Goforth") were the principals of an Illinois corporation known as BBMG Golf, Ltd. ("BBMG"). In April, 1989, Brenner, Moltzen, Bresler and Goforth each personally executed a guaranty of BBMG's debt to Dunlop to induce Dunlop to sell products to BBMG. BBMG did not pay for all the products it bought from Dunlop and went out of business.

3. In June, 1991, Dunlop filed a claim against Brenner, Moltzen, Bresler and Goforth in this action to enforce the guaranties. On October 13, 1992 the Court entered summary judgment in favor of Dunlop and against Brenner, Moltzen, Bresler and Goforth in the amount of One Hundred Six Thousand Two Hundred Twenty-five and 35/100 Dollars (\$106,225.35) (the "Judgment").

4. Brenner and Moltzen have reached a settlement with Dunlop, the terms of which include payments to Dunlop over a period of time. In consideration of the payments to be made to Dunlop pursuant to the settlement and subject to the terms thereof, Dunlop has agreed to request this Court to vacate the Judgment as to Brenner and Moltzen; provided, however, that immediately upon the occurrence of an Event of Default, as defined in the Settlement

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Agreement, Dunlop may move to reinstate the Judgment with respect to Brenner and Moltzen and Brenner and Moltzen waive any and all objections to such a motion.

5. The Settlement Agreement further provides that nothing contained therein shall in any way constitute a release of any liability or obligation of Bresler or Goforth with respect to the Judgment or otherwise.

6. The Settlement Agreement further provides that this Court, subject to its approval, shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Settlement Agreement between Dunlop, Brenner and Moltzen.

WHEREFORE, Dunlop Slazenger Corporation moves this Court to conditionally vacate the judgment against Brenner and Moltzen pursuant to the terms of the Settlement Agreement referred to above, to retain jurisdiction to enforce the terms of that Settlement Agreement and to grant such further relief as the Court deems just.

DUNLOP SLAZENGER CORPORATION

By: Jeffrey H. Hornstein
One of its attorneys

Stephen J. Landes
Jeffrey H. Hornstein
Rebecca L. Kent
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, IL 60603
312/807-4600

0036757.WP



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RETURN TO
EDWARD W. MOLTZEN
BRENNER & MOLTZEN LTD
33 N Dearborn
SUITE 300
Chicago IL 60602

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