

SILVERMANACAMPORA LLP
Counsel to Kenneth P. Silverman, Esq.,
The Chapter 7 Trustee
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300
David J. Mahoney, Esq.

Presentment Date: September 26, 2016
Time: 9:30 a.m.

Objections Due: September 19, 2016
Time: 5:00 p.m.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:

AGAPE WORLD, INC.,
AGAPE MERCHANT ADVANCE LLC,
AGAPE COMMUNITY LLC, AGAPE
CONSTRUCTION MANAGEMENT LLC,
AGAPE WORLD BRIDGES LLC, AND
114 PARKWAY DRIVE SOUTH LLC,

Chapter 7
Case No.: 09-70660 (AST)
Substantively Consolidated

Debtors.
-----X

**NOTICE OF PRESENTMENT OF PROPOSED ORDER APPROVING THE
SALE OF CERTAIN ASSETS OF THE DEBTORS' CONSOLIDATED ESTATE TO OAK
POINT PARTNERS, INC. FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 105 AND 363 AND RELATED RELIEF**

PLEASE TAKE NOTICE, that Kenneth P. Silverman, Esq., the Chapter 7 trustee (the "Trustee") of the substantively consolidated bankruptcy estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, the Trustee will present an order, before the Honorable Alan S. Trust, United States Bankruptcy Judge, at the United States Bankruptcy Court, Courtroom 960, Eastern District of New York at Central Islip, 290 Federal Plaza, Central Islip, New York 11722 on **September 26, 2016 at 9:30 a.m.**, approving the sale of certain assets of the Debtors' consolidated estate to Oak Point Partner, Inc., free and clear of liens, claims, interests, and encumbrances pursuant to 11 U.S.C. §§ 105 and 363, and related relief. A copy of the proposed order is attached to the accompanying motion as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE, that objections, if any, to the proposed Order must be (i) made in writing; (ii) electronically filed with the Bankruptcy Court; (iii) delivered to Chambers of the Honorable Alan S. Trust, United States Bankruptcy Judge, United States

Bankruptcy Court, Eastern District of New York, Alfonso M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722; (iv) mailed to SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attn: David J. Mahoney, Esq.; and (v) mailed to the Office of the United States Trustee, 560 Federal Plaza, Central Islip, New York 11722, no later than **September 19, 2016** (the "Objection Deadline").

PLEASE BE ADVISED, that if an objection is timely filed to the relief requested, or if the Court determines that a hearing is appropriate, the Court will schedule a hearing. Notice of such hearing will be provided by the applicant.

PLEASE BE ADVISED, that if no objection is received by the Objection Deadline, the order may be signed without a hearing.

Dated: Jericho, New York
August 24, 2016

SILVERMANACAMPORA LLP
Attorneys for Kenneth P. Silverman, Esq.,
the Chapter 7 Trustee

By: s/ David J. Mahoney
David J. Mahoney
A Member of the Firm
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300

SILVERMANACAMPORA LLP

Counsel to Kenneth P. Silverman, Esq.,
The Chapter 7 Trustee
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300
David J. Mahoney, Esq.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re:

AGAPE WORLD, INC.,
AGAPE MERCHANT ADVANCE LLC,
AGAPE COMMUNITY LLC, AGAPE
CONSTRUCTION MANAGEMENT LLC,
AGAPE WORLD BRIDGES LLC, AND
114 PARKWAY DRIVE SOUTH LLC,

Debtors.

Chapter 7

Case No.: 09-70660 (AST)

(Substantively Consolidated)

**TRUSTEE'S MOTION FOR AN ORDER APPROVING
THE SALE OF CERTAIN ASSETS OF THE DEBTORS' CONSOLIDATED ESTATE TO
OAK POINT PARTNERS, INC. FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 105 AND 363 AND RELATED RELIEF**

**TO: THE HONORABLE ALAN S. TRUST,
UNITED STATES BANKRUPTCY JUDGE:**

Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc.; et al. (the "Estate"), by his attorneys SilvermanAcampora LLP, respectfully submits this motion (the "Motion") for an order, pursuant to 11 U.S.C. §§105 and 363, approving the sale of certain assets of the Estate to Oak Point Partners, Inc. ("Oak Point"), an Illinois corporation, free and clear of liens, claims, interests, and encumbrances pursuant to 11 U.S.C. §363. In support of this Motion, the Trustee states:

Jurisdiction

1. The Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A). Venue of this proceeding and this motion is proper in this District pursuant to 28 U.S.C. §§1408 and 1409.

2. The statutory predicates for the relief sought herein are 11 U.S.C. §§105(a) and 363, as well as Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure.

Background

3. On February 5, 2009 (the "Petition Date"), an involuntary chapter 7 petition was filed by four petitioning creditors ("the Petitioning Creditors") pursuant to 11 U.S.C. §303(b), against Agape World, Inc. ("AWI"), in the United States Bankruptcy Court for the Eastern District of New York.

4. On February 9, 2008, the Petitioning Creditors filed a motion to appoint an interim chapter 7 trustee under 11 U.S.C. §303(g).

5. On February 12, 2009, the Court granted the Petitioning Creditors' motion and entered an order directing the United States Trustee's Office to immediately appoint an interim chapter 7 trustee in the AWI case.

6. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the AWI case, and has since duly qualified and is now the permanent Trustee in the Debtors' substantively consolidated case.

7. On March 4, 2009, the Court issued an Order for relief in the AWI chapter 7 case.

8. On April 14, 2009, the Court issued an Order substantively consolidating AWI, Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC (collectively, "Agape" or the "Debtors").

9. Since his appointment, the Trustee has administered the Debtors' Estate for the benefit of creditors in accordance with his power and duties. The Trustee is now in the process

of winding down the administration of this case. To that end, the Trustee is engaged in efforts to ensure that the maximum value of the Estate's assets is realized, which efforts include pursuing the sale of any remaining assets.

10. The Trustee has determined that there may be property of the Estate remaining, consisting of judgments that the Trustee has been unable to collect, claims in other liquidations and reorganizations that are unlikely to result in meaningful recovery to the estate, and unknown assets or claims, which have not been previously sold, assigned, transferred, encumbered or otherwise administered ("Remnant Assets"). The Trustee has similarly determined that the cost of his pursuit of these Remnant Assets will likely exceed the benefit that the estate would possibly receive.

11. The Trustee has negotiated an agreement ("Purchase Agreement") with Oak Point for the sale of the Remnant Assets. A copy of the Purchase Agreement is appended as Exhibit A to the form of order filed with this Motion.

Relief Requested

12. By this Motion, the Trustee seeks the entry of an order pursuant to 11 U.S.C. §§105 and 363(b), (f), and (m), as well as Federal Rule of Bankruptcy Procedure 6004, (a) authorizing the Trustee to sell the Remnant Assets free and clear of all liens, claims, interests, and encumbrances; and (b) approving the terms of the Purchase Agreement.

13. The Purchase Agreement generally provides for a purchase price of \$11,200.00 ("Purchase Price") for all Remnant Assets to be paid by Oak Point to the Trustee for the benefit of the Debtor's estate.

14. In accordance with the Purchase Agreement, the Remnant Assets do **not** include cash held by the Debtor for distribution to creditors and professionals as of the entry of an order approving the Purchasing Agreement, or the Purchase Price for the Remnant Assets.

15. In the Trustee's business judgment, the Purchase Price represents a fair and reasonable sale price for such assets and is the highest and best offer for the sale of the

Remnant Assets. The benefit of receiving immediate payment for assets which are largely either worthless or unknown outweighs the potential benefits of retaining such assets.

16. It is for the foregoing reasons that the Trustee believes that the sale of the Remnant Assets in accordance with the terms of the Purchase Agreement serves the best interests of the Estate and the Debtors' creditors as the sale will allow the Trustee to realize additional funds for the benefit of the Estate. Accordingly, the sale to Oak Point should be approved as requested.

Authority for Requested Relief

17. 11 U.S.C. § 363(b)(1) provides that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." To approve use, sale or lease, other than in the ordinary course of business, the Court must find "some articulated business justification." See *In re Martin (Myers v. Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) and *In re Abbotts Dairies of Pa. Inc.*, 788 F. 2d 143 (3d Cir. 1986) (requiring good faith purchasing). Moreover, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

18. Courts have held that transactions should be approved under 11 U.S.C. §363(b) when they are supported by the sound business judgment of the debtor or trustee, as the case may be. See *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1986); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D.Del. 1991) (holding that transactions should be approved under Section 363(b)(1) when: (a) they are supported by the sound business judgment of a debtor's management; (b) interested parties are provided with adequate and reasonable notice; (c) the sale price is fair and reasonable; and (d) the purchaser is acting in good faith); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335 (Bankr. D.Del. 1987) (stating that the elements necessary for approval of a section 363 sale in a chapter 11 case are "that the proposed sale is fair and

equitable, that there is a good business reason for completing the sale and the transaction is in good faith.”).

19. The Trustee herein submits that the Purchase Price is reasonable, for fair value, and was negotiated at arm’s length and in good faith. Moreover, a private sale is appropriate because any costs associated with an auction of the Remnant Assets would likely exceed the Purchase Price and, in turn, any benefit to the Estate.

20. Courts have uniformly held that approval of a proposed sale of property pursuant to Section 363(b) of the Bankruptcy Code is appropriate if a court finds that the transaction represents a reasonable business judgment on the part of the debtor. See *Comm. of Equity Sec. Holders v. Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 391 (6th Cir. 1986); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335 (Bankr. D. Del. 1987); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991). A debtor’s showing of sound business justification, or as in this case the Trustee’s showing, need not be unduly exhaustive; instead the debtor or trustee is “simply required to justify the proposed disposition with sound business reasons.” *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984).

21. Whether or not there are sufficient business reasons to justify a sale depends upon the facts and circumstances of each case. See *Lionel*, 722 F.2d at 1071. Bankruptcy courts are given substantial discretion in deciding whether to authorize a sale of a debtor’s assets outside of the ordinary course of business. See *In re Chateaugay Corp.*, 973 F.2d 141, 144 (2d Cir. 1992). The Trustee believes that the Purchase Agreement represents a prudent and proper exercise of business judgment and is in the best interest of creditors of the Estate.

22. Although the Bankruptcy Code does not define “good faith purchaser,” the United States Court of Appeals for the Third Circuit construing section 363(m), has stated that “the phrase encompasses one who purchases in ‘good faith’ and for ‘value.’” *In re Abbott’s Dairies of Pa., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986); See also *In re Mark Bell Furniture Warehouse*,

Inc., 992 F.2d 7, 8 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Vanguard Oil & Serv. Co.*, 88 B.R. 576, 580 (E.D.N.Y. 1988).

23. 11 U.S.C. §363(f) of the Bankruptcy Code permits the Trustee to sell assets free and clear of all interests which may be asserted against such assets, with any such interests attaching to the net proceeds of the sale, subject to the rights and defenses of the Debtors with respect thereto. As Section 363(f) is stated in the disjunctive, when proceeding pursuant to Section 363(b), it is only necessary to meet one of the five conditions of Section 363(f). To the extent that there are interests that may be asserted in the Remnant Assets, the Trustee believes that one or more of the aforementioned conditions have been satisfied.

24. Based on the foregoing, the Trustee submits that the sale of the Remnant Assets is a prudent exercise of his business judgment under the circumstances and is in the best interests of the Estate and its creditors. Therefore, the Motion should be approved.

Waiver of Stay of Order

25. To successfully implement the Purchase Agreement, the Trustee also seeks a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h).

Notice

26. The Trustee has served the Notice of Motion, proposed Order, and Motion in support (with Exhibits) upon: (i) the Office of the United States Trustee; (ii) Nicholas Cosmo, Debtors' former principal; (iii) Defendants; (iv) Defendants' counsel; (v) the Internal Revenue Service and other governmental agencies to the extent required by the Bankruptcy Rules and the Local Rules; and (vi) all parties having filed a Notice of Appearance in this case, and copies have been posted on the Trustee's website located at www.agapeworldbankruptcy.com. The Trustee respectfully submits that the proposed service complies with this Court's Order Establishing Noticing Procedures entered on July 8, 2009 and is otherwise sufficient.

27. No previous application for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Trustee respectfully requests entry of an order authorizing the sale of the Remnant Assets pursuant to the terms of the Purchase Agreement, waiving the fourteen-day stay under Bankruptcy Rule 6004(h), and granting such other and further relief as this Court deems just and proper.

Dated: Jericho, New York
August 24, 2016

SILVERMANACAMPORA LLP
Attorneys for Kenneth P. Silverman, Esq.,
The Chapter 7 Trustee

By: s/ David J. Mahoney
David J. Mahoney
A Member of the Firm
100 Jericho Quadrangle-Suite 300
Jericho, New York 11753
(516) 479-6300

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re:

AGAPE WORLD, INC.,
AGAPE MERCHANT ADVANCE LLC,
AGAPE COMMUNITY LLC, AGAPE
CONSTRUCTION MANAGEMENT LLC,
AGAPE WORLD BRIDGES LLC, AND
114 PARKWAY DRIVE SOUTH LLC,

Debtors.

Chapter 7

Case No.: 09-70660 (AST)

(Substantively Consolidated)

**ORDER APPROVING THE SALE OF CERTAIN
ASSETS OF THE DEBTORS' CONSOLIDATED ESTATE TO OAK POINT
PARTNERS, INC. FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 105 AND 363 AND RELATED RELIEF**

Upon the Notice of Presentment and associated Motion of Kenneth P. Silverman, Esq., the chapter 7 trustee ("Trustee") for the consolidated Estate of the above-captioned Debtors ("Debtors"), requesting the entry of an order, pursuant to 11 U.S.C. §§105 and 363, approving the sale of certain assets of the Debtors' Estate to Oak Point Partners, Inc. ("Oak Point") and related relief ("Motion"); and the Court having jurisdiction to consider the Motion and requested relief in accordance with 28 U.S.C. §§157 and 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. §157(b); and due and proper notice of the Motion having been provided; and it appearing that no other notice needs be provided and that further notice has been waived; and the Court having read and considered the Motion, and no objections to the Motion having been filed; and the Court having determined that the legal and factual bases set forth in the Motion and at any hearing thereon establish just and sufficient cause for the relief granted herein; it is hereby

ORDERED, the relief sought in the Motion is GRANTED.

ORDERED, the Purchase Agreement¹ and all of its terms and conditions are approved in their entirety.

ORDERED, pursuant to 11 U.S.C. §§105 and 363(b), the Trustee is authorized to sell the Remnant Assets to Oak Point for the consideration described in the Motion.

ORDERED, pursuant to 11 U.S.C. §363(f), the sale of Remnant Assets to Oak Point (“Sale”) shall be free and clear of any and all liens, claims, and encumbrances, with such liens, claims, and encumbrances to attach to the proceeds of the Sale with the same force, effect, and priority as such liens, claims, and encumbrances have on the Estate’s right to the Remnant Assets, as appropriate, subject to the rights and defenses of the Trustee and any party in interest with respect thereto.

ORDERED, the Trustee is authorized to take such action as is necessary to effectuate the terms of the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary to implement the Purchase Agreement.

ORDERED, Oak Point is granted the protections provided to a good faith purchaser under 11 U.S.C. § 363(m).

ORDERED, the transfer of the Remnant Assets to Oak Point pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer of the Remnant Assets; and shall vest Oak Point with all right, title, and interest in and to the Remnant Assets and proceeds thereof.

ORDERED, the fourteen-day stay under Bankruptcy Rule 6004(h) is waived.

¹ Capitalized terms not defined herein shall carry the meanings ascribed to them in the Motion.

ORDERED, this Court reserves jurisdiction over the provisions of this order and to hear and determine all matters arising from the implementation of this order.

SO ORDERED:

PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS

THIS PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS (this "Agreement"), dated as of August __, 2016 is between **KENNETH P. SILVERMAN**, solely in his capacity as Chapter 7 Trustee ("Trustee" or "Seller") of the substantively consolidated bankruptcy estate ("Estate") of **AGAPE WORLD, INC., ET AL.** ("Debtors") and **OAK POINT PARTNERS, INC.** ("Purchaser").

WITNESSETH:

WHEREAS, on February 5, 2009 (the "Petition Date"), an involuntary chapter 7 petition was filed by four petitioning creditors ("the Petitioning Creditors") pursuant to 11 U.S.C. §303(b), against Agape World, Inc. ("AWI"), in the United States Bankruptcy Court for the Eastern District of New York ("Court"), assigned Case No. 8-09-70660-ast ("Bankruptcy Case"); and

WHEREAS, on February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the AWI case, and has since duly qualified and is now the permanent Trustee in the Debtors' substantively consolidated Bankruptcy Case; and

WHEREAS, on March 4, 2009, the Court issued an Order for relief in the AWI chapter 7 case; and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Estate remaining, consisting of known or unknown assets or claims which have not been previously sold, assigned, or transferred ("Remnant Assets"); and

WHEREAS, Remnant Assets specifically **exclude** (a) cash held as of the entry of a non-appealable Order of the Bankruptcy Court approving this Agreement (the "Approval Order") by Trustee in bank accounts earmarked for distribution to creditors and/or payment of professional fees; and (b) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and

WHEREAS, subject to the Approval Order, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Eleven Thousand Two Hundred and No/100 Dollars (\$11,200.00) payable within 3 business days of receipt by Purchaser of this executed Agreement and the entry of a non-appealable Approval Order.
2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller's right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.
3. **Authority to Sell.** Subject to the Approval Order, the sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller.
4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of the Purchaser to which the Purchaser has

an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.

5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has, subject to the entry of the Approval Order, full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement free of any liens or other encumbrances.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO THE PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

6. **No Assumption of Liabilities.** The parties agree that Purchaser is acquiring only the Remnant Assets and that Purchaser is neither acquiring nor assuming any liabilities of the Seller under this Agreement, except as may otherwise expressly be provided herein.

7. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller for its reasonable costs associated with such compliance.

8. **Limited Power of Attorney.** Solely with respect to the Remnant Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the Remnant Assets and its rights thereunder pursuant to this Agreement.

9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing, signed by both parties, and approved by the Bankruptcy Court.

10. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to choice of law principles of the State of New York.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures.

THIS AGREEMENT has been duly executed as of the day and year first above written.

OAK POINT PARTNERS, INC.

By: s/ Eric Linn

Name: ERIC LINN

Its: President

Address (*for regular mail and mail forwarding*): PO Box 1033, Northbrook, IL 60065-1033

Address (*for overnight delivery*): 5215 Old Orchard Road, Suite 965, Skokie, IL 60077

tel (847) 577-1269 fax (847) 655-2746

**KENNETH P. SILVERMAN, SOLELY IN HIS CAPACITY AS CHAPTER 7 TRUSTEE
OF THE SUBSTANTIVELY CONSOLIDATED BANKRUPTCY ESTATE OF
AGAPE WORLD, INC., ET AL.**

By: s/ Kenneth P. Silverman

Name: KENNETH P. SILVERMAN

Chapter 7 Trustee

Address: 100 Jericho Quadrangle-Suite 300, Jericho, New York 11753

tel (516) 479-6300