

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

Presentment Date: June 16, 2014
Time: 9:30 a.m.

Objections Due: June 12, 2014
Time: 4:00 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,

Debtors.

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

-----X
KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

Adv. Pro. No.: 10-08973 (AST)

-against-

INTERSTELLAR PARTNERSHIP,

Defendant.
-----X

**NOTICE OF PRESENTMENT OF PROPOSED ORDER
UNDER BANKRUPTCY RULE 9019(a) APPROVING THE STIPULATION
SETTLING THE TRUSTEE'S CLAIMS AGAINST INTERSTELLAR PARTNERSHIP**

PLEASE TAKE NOTICE, that upon the motion (the "Motion") of Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") for the substantively consolidated estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, the Trustee will present a proposed order before the Honorable Alan S. Trust, United States Bankruptcy Judge, United States Bankruptcy Court for the Eastern District of New York, located at Long Island Federal Courthouse, 290 Federal Plaza, Courtroom 960, Central Islip, New York 11722 on **June 16, 2014 at 9:30 a.m.**, approving the proposed settlement of the Trustee's claims under 11 U.S.C.

§§544, 548, 550, and 551, New York Debtor and Creditor Law §§273, 274, 275, 276, and 276-a, and New York common law against Interstellar Partnership (“Defendant”) as memorialized in the Stipulation Settling the Trustee’s Claims Against Interstellar Partnership (the “Stipulation”).

PLEASE TAKE FURTHER NOTICE, that objections, if any, to the relief requested in the Motion or the proposed order must be: (i) made in writing; (ii) electronically filed with the Court; (iii) mailed to Chambers of the Honorable Alan S. Trust, United States Bankruptcy Judge, 290 Federal Plaza, Courtroom 960, Central Islip, New York 11722; (iv) mailed to SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attention: David J. Mahoney; and (v) mailed to the Office of the United States Trustee, 560 Federal Plaza, Central Islip, Courtroom 960 New York 11722, so as to be actually received no later than **June 12, 2014 at 4:00 p.m.** (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
May 14, 2014

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

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

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

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:

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

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.

-----X
KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

Adv. Pro. No.: 10-08973 (AST)

-against-

INTERSTELLAR PARTNERSHIP,

Defendant.
-----X

**MOTION FOR AN ORDER UNDER FEDERAL RULE
OF BANKRUPTCY PROCEDURE 9019(a) APPROVING THE STIPULATION
SETTLING THE TRUSTEE'S CLAIMS AGAINST INTERSTELLAR PARTNERSHIP**

Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc., *et al.*, by his attorneys SilvermanAcampora LLP, respectfully submits this motion (the "Motion") under 11 U.S.C. §105 and Federal Rules of Bankruptcy Procedure 9019(a) for entry of an Order (attached as **Exhibit 1**) approving the approving the proposed settlement of the Trustee's claims under 11 U.S.C. §§544, 548, 550, and 551, New York Debtor and Creditor Law §§273, 274, 275, 276, and 276-a, and New York common law against Interstellar Partnership ("Defendant") as memorialized in the Stipulation

Settling the Trustee's Claims Against Interstellar Partnership (the "Stipulation"), which is attached as **Exhibit 2**. All parties are encouraged to review the Stipulation in its entirety for the specific terms of the settlement.

Background

1. 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.

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

3. 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.

4. 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 Debtor's substantively consolidated case.

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

6. 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").

7. Thereafter, pursuant to an Order of this Court dated April 21, 2009 (Dkt. No. 106), the Trustee retained Navigant Consulting Inc. ("Navigant") to, among other things, conduct a forensic analysis of Agape's books and records, including a detailed analysis of the extent and validity of certain transfers made by the Debtors to Defendant prior to the Filing Date.

8. On May 12, 2009, Peter Casson, one of the partners of the Defendant, filed a general unsecured claim in the Debtors' consolidated bankruptcy cases, assigned claim number 1851 ("Claim 1851"), in the amount of \$25,000.00. To date, Claim 1851 has received distributions totaling \$1,062.50, representing 4.25% of the claimed amount.

9. On or about December 12, 2010, the Trustee commenced an adversary proceeding against Defendant (the "Adversary Proceeding") by filing a complaint asserting that certain transfers, net deposits into the Debtors, totaling One Hundred Twenty-Four Thousand Ninety-Four and 33/100 Dollars (\$124,094.33) (the "Net Transfers"), made by the Debtors to Defendant are avoidable pursuant to 11 U.S.C. §§544, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276, and 276-a, and New York common law (the "Trustee's Claims").

10. Thereafter, the parties engaged in informal discovery related to the Trustee's Claims and the defenses asserted by Defendant. Defendant provided documentation evidencing previously unaccounted for deposits into the Debtors, thereby reducing the Net Transfers to \$54,094.33. Furthermore, Defendant provided certified financial disclosures demonstrating its inability to pay a potential judgment in full.

11. In order to avoid the costs, expenses and uncertainty of continued litigation, the parties have now agreed to resolve the Trustee's Claims upon the terms and conditions contained in the Stipulation.

Settlement

12. Defendant has offered, in full and final settlement of the Trustee's Claims, to pay the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) (the "Settlement Sum") to the Trustee and Peter Casson has agreed to waive all future distributions on Claim 1851 (the "Claims Waiver").

13. Based upon his review of all documentation related to the Net Transfers and his consideration of all attendant factors, including Defendant's financial wherewithal, and in

consultation with his retained professionals, the Trustee has determined that settling this matter for the Settlement Sum and Claims Waiver is the most economical and efficient way to realize a meaningful recovery for the benefit of creditors without the need to incur legal fees and risks inherent with the prosecution of the Trustee's Claims and any resulting judgment efforts.

14. In light of the foregoing and mindful of the costs and risks of litigating the Trustee's Claims and enforcing judgments, the Trustee has agreed to accept the Settlement Sum and Claims Waiver.

Basis for Relief Requested

15. Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") governs the approval of compromises and settlements, and provides as follows:

On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

FED. R. BANKR. P. 9019(a).

16. In approving the compromise and settlement, the Court is required to make an "informed and independent judgment" as to whether the compromise and settlement is fair and equitable based on an:

[e]ducated estimate of the complexity, expense, and likely duration of such litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. Basic to this process in every instance, of course, is the need to compare the terms of the compromise with the likely rewards of litigation.¹

¹ *In re Iridium Operating LLC*, 478 F.3d 452, 462 n.15 (2d Cir. 2007) (quoting *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-425, reh'g denied, 391 U.S. 909 (1968)). See *In re Arrow Air, Inc.*, 85 B.R. 886, 891 (Bankr. S.D. Fla. 1988); *In re Bell & Beckwith*, 77 B.R. 606, 611 (Bankr. N.D. Ohio), aff'd, 87 B.R. 472 (N.D. Ohio 1987); *Cf. Magill v. Springfield Marine Bank (In re Heissinger Resources Ltd.)*, 67 B.R. 378, 383 (C.D. Ill. 1986) ("the law favors compromise").

17. In making its determination on the "propriety of the settlement", the Court should consider whether the proposed settlement is in the "best interest of the estate."² As stated in *Arrow Air*, supra, the "approval of [a] proposed compromise and settlement is a matter of this Court's sound discretion."³ In passing upon a proposed settlement, "the bankruptcy court does not substitute its judgment for that of the trustee". *In re Depo*, 77 B.R. at 384 (citations omitted). The bankruptcy court is not required "to decide the numerous questions of law and fact raised by [objectors] [R]ather [the Court should] canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness."⁴ In passing upon the reasonableness of a proposed compromise, the Court "may give weight to the opinions of the Trustee, the parties and their counsel."

18. The Second Circuit in *In re Iridium Operating LLC*⁵ outlined the following seven factors (the "Iridium Criteria") to be considered by a court in deciding whether to approve a compromise or settlement:

- i. the balance between the litigation's possibility of success and the settlement's present and future benefits;
- ii. the likelihood of complex and protracted litigation, with its attendant expense, inconvenience, and delay, including the difficulty in collecting on the judgment if the settlement is not approved;
- iii. the paramount interest of the creditors, including the proportion of class members who do not object to or who affirmatively support the settlement;
- iv. whether other parties in interest support the settlement;

² *Handler v. Roth (In re Handler)*, 386 B.R. 411, 420 (Bankr. E.D.N.Y. 2007)(quoting *In re Adelpia Communications Corp.*, 327 B.R. 143, 158 (Bankr. S.D.N.Y. 2005)); *Depo v. Chase Lincoln First Bank, N.A.* (In re Depo), 77 B.R. 381, 383 (N.D.N.Y. 1987), *aff'd*, 863 F.2d 45 (2d Cir. 1988).

³ *Arrow Air*, supra, 85.B.R. at 891.

⁴ *Bell & Beckwith*, 77 B.R. at 612; see also *In re Handler*, 386 B.R. at 421.

⁵ 478 F.3d 452, 462 (2d Cir. 2007).

- v. the competency and experience of the counsel who support the proposed settlement;
- vi. the relative benefits to be received by individuals or groups within the class; and
- vii. the extent to which the settlement is the product of arm's length bargaining.⁶

19. The Settlement Sum represents a guaranteed recovery that provides a tangible benefit to the Debtors' creditors. Considering the financial disclosure that was provided by Defendant to the Trustee, it would be purely speculative to believe that the Trustee would be able to recover more than the Settlement Sum and Claims Waiver through adversarial judgment enforcement.

20. The Trustee does not anticipate that any of the Debtors' creditors will object to Stipulation or the relief requested in this Motion.

21. The Stipulation is a product of extensive arm's length bargaining and exceeds the lowest range of reasonableness consistent with the applicable law.

22. The Trustee submits that considering the costs and uncertainties associated with trial, and the resulting litigation that would be necessary to enforce the judgment against Defendant, it is unlikely that further litigation would result in a "net benefit" to the Debtors' estate in excess of the Settlement Sum and Claims Waiver. In the Trustee's sound business judgment, the proposed settlement is both appropriate and warranted. The Trustee believes that the settlement is fair and equitable and in the best interest of the estate.

Notice

23. 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) Defendant; (iv) Defendant's counsel; (v) the Internal Revenue Service and other governmental agencies to the extent required by the Bankruptcy Rules and

⁶ See *In re Iridium Operating LLC*, 478 F.3d at 462; See also *In re Handler*, 386 B.R. at 421.

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.

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

WHEREFORE, the Trustee respectfully requests that this Court grant this Motion approving the Stipulation and grant such other further and different relief as this Court deems just and proper.

Dated: Jericho, New York
May 14, 2014

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

By: s/ David J. Mahoney
David J. Mahoney
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

-----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,

Debtors.

-----X
KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

-against-

INTERSTELLAR PARTNERSHIP,

Defendant.
-----X

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

Adv. Pro. No.: 10-08973 (AST)

**ORDER UNDER BANKRUPTCY RULE 9019(a) APPROVING A STIPULATION
SETTLING THE TRUSTEE'S CLAIMS AGAINST INTERSTELLAR PARTNERSHIP**

Upon the Notice of Presentment (the "Notice"), dated May 14, 2014, and related motion (collectively, the "Motion") of Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, seeking the entry of an Order approving a Stipulation (the "Stipulation") Settling the Trustee's Claims Against Interstellar Partnership (the "Defendant"); and upon the Affidavit of Service filed with the Court; and no objections to the Motion or the proposed Order having been filed; and the Court having found that the settlement of the Trustee's claims pursuant to 11 U.S.C. §§544, 548, 550, and 551, New York Debtor and Creditor Law §§273, 274, 275, 276, and 276-a, and New York common law against Defendant to be fair, reasonable and in the best interest of the Debtors' estate; and sufficient cause having been shown therefor; and after due deliberation and consideration having been had; and it

appearing that sufficient notice of the Motion and proposed Order has been given; and it appearing that good and sufficient cause exists for granting the Motion and proposed Order; and no additional notice being necessary or required.

NOW, THEREFORE, upon the Notice and Motion of the Trustee and pursuant to Federal Rule of Bankruptcy Procedure 9019(a) and other applicable law, it is hereby

ORDERED, that service of the Notice and Motion and proposed Order, having been provided to: (i) the Office of the United States Trustee; (ii) Nicholas Cosmo, former principal of the Debtors, (iii) Defendant, (iv) Defendant's counsel, (v) the appropriate taxing authorities, 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 complies with this Court's Order Establishing Noticing Procedures entered on July 8, 2009 and is otherwise sufficient; and it is further

ORDERED, that the Motion is granted, and it is further

ORDERED, that the settlement of the Trustee's Claims against Defendant as memorialized in the Stipulation is approved; and it is further

ORDERED, that the Trustee be, and hereby is authorized and directed to take such steps, execute such documents and expend such funds as may be reasonably necessary to effectuate and implement the terms and conditions of this Order.

SO ORDERED:

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----x
In re:

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

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.

-----x
KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

Adv. Pro. No.: 10-08973 (DTE)

-against-

INTERSTELLAR PARTNERSHIP,

Defendant.

-----x

**STIPULATION SETTLING THE
TRUSTEE'S CLAIMS AGAINST INTERSTELLAR PARTNERSHIP**

I. On February 5, 2009 (the "Filing 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.

II. On February 9, 2009, the Petitioning Creditors filed a motion to appoint an interim chapter 7 trustee under 11 U.S.C. §303(g).

III. 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.

IV. 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.

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

VI. 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, the "Debtors").

VII. The Trustee and his counsel have investigated the financial affairs of the Debtors, including a detailed analysis of the extent and validity of certain transfers made by the Debtors to Interstellar Partnership (the "Defendant") prior to the Filing Date.

VIII. On May 12, 2009, Peter Casson, one of the partners of the Defendant, filed a general unsecured claim in the Debtors' consolidated bankruptcy cases, assigned claim number ("Claim 1851"), in the amount of \$25,000.00. To date, Claim 1851 has received distributions totaling \$1,062.50, representing 4.25% of the claimed amount.

IX. On December 12, 2010, the Trustee commenced this adversary proceeding against Defendant by the filing of a complaint (the "Complaint"), wherein the Trustee asserted that certain transfers, net deposits into the Debtors, totaling \$124,094.33 (the "Net Transfers") made by the Debtors to Defendant are avoidable pursuant to 11 U.S.C. §§544, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a, and New York common law (the "Trustee's Claims").

X. Thereafter, the parties engaged in informal discovery related to the Trustee's Claims and defenses asserted by Defendant. Defendant provided documentation evidencing previously unaccounted for deposits into the Debtors, thereby reducing the Net Transfers to \$54,094.33. Defendant also produced certified financial disclosures, demonstrating its inability to pay a potential judgment in full.

XI. In the spirit of compromise and without any admission of liability, Defendant has offered to remit the Settlement Sum of \$7,500.00 (the "Settlement Sum") and Peter Casson has agreed to waive all future distributions on Claim 1851 in full and final settlement of the Trustee's

Claims.

XII. Based upon the Trustee's review of all documentation related to the Net Transfers, the Trustee has, in his business judgment, agreed to settle the Trustee's Claims upon the following terms and conditions, which the Trustee believes are fair and reasonable, especially in light of the costs and uncertainty associated with litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the parties hereto, that the Trustee's Claims be resolved upon the terms and conditions set forth herein as follows:

Defendant's Obligation to Pay the Settlement Sum

1. This Stipulation (the "Stipulation") is subject to the approval of the United States Bankruptcy Court for the Eastern District of New York (the "Approval Order").

2. Defendant will remit the Settlement Sum to "Kenneth P. Silverman, Esq., as Chapter 7 Trustee," by delivering a check to Trustee's counsel at SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York, 11753, Attn: Jessi L. Kleinman, Esq. The Trustee has authorized Defendant to pay the Settlement Sum in five (5) installments (each, an "Installment," and collectively, the "Installments") as follows: (i) the first installment, in the amount of \$500.00, is due upon execution of this Stipulation; (ii) the second installment, in the amount of \$1,750.00, is due on or before May 31, 2014; (iii) the third installment, in the amount of \$1,750.00, is due on or before July 30, 2014; (iv) the fourth installment, in the amount of \$1,750.00, is due on or before September 30, 2014; and (v) the fifth and final installment, in the amount of \$1,750.00, is due on or before November 30, 2014. Nothing contained herein shall preclude or penalize Defendant from pre-paying any Installment or any portion of any Installment.

3. If Defendant fails to make timely payment of any Installment of the Settlement Sum in accordance with paragraph 1, above, or if Defendant's payment is dishonored for any reason whatsoever and Defendant does not cure such default within ten (10) business days

after written notice is sent by Federal Express or other reputable overnight courier to Defendant at the addresses set forth herein, then the Trustee shall be entitled to move before the Bankruptcy Court, without further notice upon the affidavit by the Trustee attesting to the default (a) for the entry of a judgment against Defendant for Fifty-Four Thousand Ninety-Four and 33/100 (\$54,094.33) Dollars, together with costs, less any sums previously paid as provided herein, and (b) for any further relief necessary to enforce the Trustee's rights under this Stipulation. Written notice of default shall be sent to Defendant at (i) c/o John Fortugno, 8 Glendale Avenue, Armonk, New York 10504; (ii) c/o Peter Casson, 49 Overlook Avenue, Eastchester, New York 10709; and (iii) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 666 Third Avenue, New York, New York 10017, attn: Dominic Picca, Esq.

4. All Installments of the Settlement Sum shall be held by the Trustee in a segregated "Earnest Money" account until the Approval Order becomes final and non-appealable under 28 U.S.C. §158(c)(2) and Bankruptcy Rule 8002.

5. Upon the Approval Order becoming final and non-appealable, on the fourteenth day after the date of the entry of the Approval Order, the Trustee will transfer all Installments of the Settlement Sum being held in the segregated "Earnest Money" account into the Debtors' estate account. All subsequent Installments received by Defendant will be deposited directly into the Debtors' estate account. If the Bankruptcy Court denies the entry of the Approval Order, the Trustee will return the Settlement Sum to Defendant's counsel without undue delay.

6. If the Court does not enter the Approval Order, this Stipulation will be null and void and none of the terms herein shall be usable as evidence by either party.

7. As additional consideration for settling the Trustee's Claim, Defendant and Peter Casson agree to: (i) waive the right to receive a distribution on any scheduled claim; (ii) waive the right to file a proof of claim under Bankruptcy Code §502(h); (iii) waive any and all claims against the Debtors' estates, including a waiver of Claim 1851 in its entirety, including any and all subsequent amendments thereto; (iv) waive the right to any further distribution from the

Debtors' estate; (v) execute the attached notice of waiver of the Claim 1851 (the "Notice of Waiver"), annexed hereto as **Exhibit A**, which shall be effective on entry of the Approval Order; and (vi) authorize the Trustee's counsel to electronically file the Notice of Waiver with the Bankruptcy Court, and deliver the Notice of Waiver to the Trustee's retained claims and noticing agent

Releases

8. Upon the Approval Order becoming final and non-appealable, and the Trustee's receipt and clearance of the Settlement Sum, the Trustee and the estate release and forever discharge Defendant from any and all claims, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature arising out of or relating to the Trustee's Claims. For purposes of clarification, nothing contained herein shall be construed to be a release by the Trustee of any claims that the Trustee may have or subsequently discover under 11 U.S.C. §550(a)(2) and the Trustee is specifically not releasing any claims under 11 U.S.C. §550(a)(2).

9. Upon the Approval Order becoming final and non-appealable, Defendant and Peter Casson release, discharge, and waive any and all claims against the Debtor's estate, the Trustee and the Trustee's agents, attorneys, assigns and successors-in-interest from any and all claims, including Claim 1851, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature.

No Admission of Criminal or Civil Liability

10. It is understood and agreed that this Stipulation is entered into to avoid costly and protracted litigation. Neither the execution of this Stipulation, nor the payment of the Settlement Sum shall be construed as an admission of any criminal or civil liability on Defendant's part. For clarification, this paragraph is not intended and shall not be deemed to affect Defendant's obligation to make timely payment of the Settlement Sum or adversely affect

the Trustee's rights and remedies in the event that Defendant fails to make timely payment of the Settlement Sum.

Miscellaneous

11. This Stipulation may be executed in one or more counterparts, with each part being deemed a part of the original document, and facsimile or other electronic signatures shall be deemed an original signature.

12. The person executing this Stipulation on behalf of each respective party warrants and represents that she or he is authorized and empowered to execute and deliver this Stipulation on behalf of such party.

13. The Bankruptcy Court shall retain exclusive jurisdiction over the subject matter of this Stipulation, including but not limited to its enforcement and the implementation and interpretation of its terms and conditions.

14. This Stipulation shall be governed by the laws of the State of New York, except with respect to matters as to which federal law is applicable without regard to any conflicts of law principles.

15. This Stipulation may not be altered, modified, or changed unless in writing, signed by the parties or their counsel.

16. The Trustee and Defendant are each responsible for their own costs and attorneys' fees incurred in connection with this proceeding.

Dated: Jericho, New York
April __, 2014

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

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

Dated: Armonk, New York
April 21, 2014

INTERSTELLAR PARTNERSHIP
Defendant

By: s/ John Fortugno
John Fortugno

8 Glendale Avenue
Armonk, New York 10504

Dated: Eastchester, New York
April 21, 2014

INTERSTELLAR PARTNERSHIP
Defendant

By: s/ Peter Casson
Peter Casson
Partner
49 Overlook Avenue
Eastchester, New York 10709

EXHIBIT A

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,

Debtors.
-----X

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

**NOTICE OF WAIVER AND WITHDRAWAL WITH PREJUDICE
OF CLAIMANT'S RIGHTS TO RECEIVE FUTURE DISTRIBUTIONS ON
CLAIM NUMBER 1851 IN THE AMOUNT OF \$25,000.00, FILED BY PETER CASSON**

- (I) Peter Casson filed claim number 1851, on May 12, 2009, in the amount of \$25,000.00.
- (II) Peter Casson entered into a settlement agreement to resolve the adversary proceeding against Interstellar Partnership, a company in which he is a partner, assigned adversary proceeding number 10-08973-DTE.
- (III) As part of the settlement of the adversary proceeding, Peter Casson agreed to waive his right to receive any future distributions on claim number 1851.
- (IV) Accordingly, claimant, Peter Casson, hereby waives and withdraws, with prejudice, his right to receive any future distributions on claim number 1851, filed May 12, 2009, in the amount of \$25,000.00.

(V) SilvermanAcampora LLP, counsel to Kenneth P. Silverman, Esq., the Chapter 7 Trustee of the substantively consolidated cases of Agape World, Inc., *et al.*, is authorized to file this Notice with the Bankruptcy Court. A copy of claim number 1851 is attached hereto.

Dated: April 21, 2014

Claimant

By: s/ Peter Casson
Peter Casson
49 Overlook Avenue
Eastchester, New York 10709