

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

Hearing Date: November 14, 2013
Time: 2:00 p.m.

Objections Due: November 7, 2013
Time: 5:00 p.m.

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,

-against-

Adv. Pro. No. 10-08255 (DTE)

BRIDGEGAP ASSOCIATES LLC,

Defendant.
-----X

**NOTICE OF MOTION PURSUANT TO FEDERAL
RULE OF BANKRUPTCY PROCEDURE 9019(a) TO APPROVE THE STIPULATION
DISMISSING THE ADVERSARY PROCEEDING AGAINST BRIDGEGAP ASSOCIATES LLC**

PLEASE TAKE NOTICE, that upon the motion (the "Motion"), 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, will move before the Honorable Dorothy T. Eisenberg, United States Bankruptcy Court for the Eastern District of New York, located at Long Island Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722 on **November 14, 2013 at 2:00 p.m.**, or as soon thereafter as counsel can be heard, seeking entry of an Order under Bankruptcy Rule 9019(a) Approving the Stipulation Dismissing the

Adversary Proceeding Against Bridgegap Associates LLC. A copy of the proposed Order is attached to the Motion as **Exhibit 1**.

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 Bankruptcy Court; (iii) delivered to Chambers of the Honorable Dorothy T. Eisenberg, United States Bankruptcy Judge, United States Bankruptcy Court, Eastern District of New York, Long Island 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 **November 7, 2013 at 5:00 p.m.**

PLEASE TAKE FURTHER NOTICE, that the hearing may be adjourned without further notice other than by announcement of such adjournment in open court.

Dated: Jericho, New York
October 18, 2013

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

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

SILVERMANACAMPORA LLP
Attorneys for Kenneth P. Silverman, Esq.,
Chapter 7 Trustee
100 Jericho Quadrangle, Suite 300
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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

Chapter 7
Case No. 09-70660 (DTE)
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AGAPE WORLD, INC.,
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KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., *et al.*

Plaintiff,

-against-

Adv. Pro. No. 10-08255 (DTE)

BRIDGEGAP ASSOCIATES LLC,

Defendant.
-----X

**MOTION FOR AN ORDER UNDER FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9019(a) APPROVING STIPULATION DISMISSING THE
ADVERSARY PROCEEDING AGAINST BRIDGEGAP ASSOCIATES LLC**

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 Rule of Bankruptcy Procedure 9019(a) for entry of an order (the "Order"), annexed hereto as **Exhibit 1**, approving the dismissal of the Trustee's claims against Bridgegap Associates LLC (the "Defendant"), as memorialized in the Stipulation Dismissing Adversary Proceeding (the

"Stipulation"), annexed hereto as **Exhibit 2**. All parties are encouraged to review the Stipulation in its entirety for its specific terms.

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 Debtors' 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 (Docket 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 a certain transfer made to Defendant by the Debtors prior to the Filing Date.

8. On or about June 10, 2010, the Trustee commenced this adversary proceeding by filing a complaint (the "Complaint") asserting that a certain transfer in the amount of Fifty-

Seven Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$57,726.00) (the "Transfer") made by the Debtors to Defendant is avoidable pursuant to 11 U.S.C. §§105, 502, 544, 547, 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").

9. Thereafter, the parties, through their counsel, engaged in discovery related to the Trustee's Claims, defenses asserted by Defendant, and the likelihood that the Trustee would be able to enforce a judgment against Defendant or its principals. By way of that discovery, Defendant has demonstrated that it did not receive a net benefit from the estate. Further, the Trustee has determined that Defendant, formerly a New Jersey limited liability company with no business in New York, has been defunct for several years.

Settlement

10. Defendant has offered, in consideration for the Trustee's dismissal of the Complaint, to waive and withdraw with prejudice Proof of Claim No. 2159, filed by Defendant against the Debtors' estate in the amount of Six Hundred Twenty-Three Thousand Four Hundred Seventy-Three and 80/100 Dollars (\$623,473.80), and to release, discharge, and waive any other claims Defendant may have against the Debtors' estate.

11. Based upon Defendant's defenses to the Trustee's Claims and the Trustee's review of all documentation related to the Transfer to Defendant, and his investigation of all attendant factors, the Trustee has, in his business judgment, agreed to dismiss the Complaint.

12. For all the reasons set forth herein, the Trustee submits that accepting Defendant's offer to waive Proof of Claim No. 2159 (the "Claim Waiver") is the most economical and efficient way to resolve the Trustee's Claims and provide a net benefit to the estate's creditors without incurring additional legal fees and the risks inherent with prosecuting the Trustee's Claims and collecting on any resulting judgment. Therefore, the proposed settlement constitutes the reasonable exercise of the Trustee's business judgment and is in the best interest of the Debtors' estate.

Basis for Relief Requested

13. 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).

14. 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

15. 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."⁴ The bankruptcy court is not required "to

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").

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 *In re Depo*, 77 B.R. at 384 (citations omitted).

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.”⁵ 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.”

16. The Second Circuit in *In re Iridium Operating LLC*⁶ 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;
- 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.⁷

17. Through discovery, Defendant demonstrated that it lost a significant sum of money in its dealings with Agape, thereby demonstrating a defense to the fraudulent conveyance claims. Further, although the Trustee believes that the preference claims are meritorious, Defendant has demonstrated, to the Trustee's satisfaction, that it would be purely

⁵ *Bell & Beckwith*, 77 B.R. at 612; see also *In re Handler*, 386 B.R. at 421.

⁶ 478 F.3d 452, 462 (2d Cir. 2007).

⁷ See *In re Iridium Operating LLC*, 478 F.3d at 462; See also *In re Handler*, 386 B.R. at 421.

speculative to continue this litigation in the hope of enforcing a judgment against Defendant. Initially, Defendant was a New Jersey LLC without any assets in New York. In fact, because Bridgegap was formed for the sole purpose of investing in Agape, the losses incurred by so doing depleted whatever assets it ever had. Second, Defendant was formally dissolved almost two years ago, further reducing the possibility of successfully enforcing a judgment against it. Third, as a feeder fund, Bridgegap distributed the preferential transfer to its investors, each of whom is believed to have a valid defense to a subsequent transfer claim under 11 U.S.C §550(b).

18. By agreeing to a waiver of Proof of Claim No. 2159, Defendant has significantly reduced the total creditor claim pool without causing the Trustee to incur the costs associated with administering the claim, thereby providing a benefit to the Debtors' creditors.

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

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

21. The parties to the Stipulation are represented by competent and experienced counsel.

22. The Trustee submits that considering the costs and uncertainties associated with trial, and the likely inability of the Trustee to enforce any judgment against Defendant, a defunct entity, it is unlikely that further litigation would result in a "net benefit" to the Debtors' estate in excess of the benefit obtained from the Claim Waiver. In the Trustee's sound business judgment, dismissal is both appropriate and warranted, 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) all of Defendant's known

investors; (vi) the Internal Revenue Service and other governmental agencies to the extent required by the Bankruptcy Rules and the Local Rules; and (vii) 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
October 18, 2013

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

-----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-

BRIDGEGAP ASSOCIATES LLC,

Defendant.
-----X

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

Adv. Pro. No. 10-08255 (DTE)

**ORDER UNDER FEDERAL RULE OF
BANKRUPTCY PROCEDURE 9019(a) APPROVING THE STIPULATION
DISMISSING THE ADVERSARY PROCEEDING AGAINST BRIDGEGAP ASSOCIATES LLC**

Upon the Notice of Motion (the "Notice"), dated October 18, 2013, and related documents (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 the Stipulation Dismissing the Adversary Proceeding Against Bridgegap Associates LLC (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 dismissing the Trustee's claims arising under 11 U.S.C. §§105, 502, 544, 547, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276, and 276-a, and New York common law, is reasonable and in the best interest of the Debtors' estate; and sufficient cause having been shown therefor; and after due deliberation and consideration; 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 Trustee's Notice and Motion 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, Debtors' former principal; (iii) Defendant; (iv) Defendant's counsel; (v) all of Defendant's known investors; (vi) the Internal Revenue Service and other governmental agencies to the extent required by the Bankruptcy Rules and the Local Rules; and (vii) 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 Stipulation is approved; and it is further

ORDERED, that Proof of Claim No. 2159 filed by Bridgegap Associates in the amount of \$623,473.80 is hereby waived as provided in the Stipulation; and it is further

ORDERED, that the adversary proceeding is dismissed, and it is further

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

SO ORDERED:

EXHIBIT 2

SILVERMANACAMPORA LLP
Attorneys for Kenneth P. Silverman, Esq.,
Chapter 7 Trustee
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300

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,

-against-

Adv. Pro. No. 10-08255 (DTE)

BRIDGEGAP ASSOCIATES LLC,

Defendant.
-----x

STIPULATION DISMISSING ADVERSARY PROCEEDING

Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated bankruptcy estates of Agape World Inc., *et al.* (the "Debtors"), by and through his attorneys, SilvermanAcampora LLP ("SilvermanAcampora"), and Bridgegap Associates LLC ("Defendant"), hereby stipulate as follows:

I. On June 10, 2010, the Trustee commenced the above-captioned adversary proceeding (the "Adversary Proceeding") by filing a complaint (the "Complaint") against Defendant pursuant to 11 U.S.C. §§105, 502, 544, 547, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276, and 276-a, and New York common law, to set aside and recover a transfer in the amount of Fifty-Seven Thousand Seven Hundred Twenty-Six and

00/100 Dollars (\$57,726.00) made by the Debtors to Defendant (the "Trustee's Claims").

II. On September 8, 2010, Defendant filed an answer denying the allegations contained in the Complaint and asserting certain affirmative defenses.

III. Thereafter, the parties exchanged information, including but not limited to Defendant's demonstration that Defendant is an inactive New Jersey limited liability company with no assets.

NOW, THEREFORE, it is hereby stipulated and agreed as follows:

1. The Complaint and this adversary proceeding are hereby dismissed with prejudice and without costs or fees to either party.

2. In consideration for the Trustee's dismissal of the Complaint, Defendant releases, discharges, and waives any and all claims against the Debtor's estate, including, but not limited to its rights in and to Proof of Claim No. 2159, in the amount of Six Hundred Twenty-Three Thousand Four Hundred Seventy-Three and 80/100 Dollars (\$623,473.80).

3. 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").

4. Upon the Approval Order becoming final and non-appealable, Defendant authorizes the Trustee to file the Notice of Waiver and Withdrawal With Prejudice of Claim No. 2159, annexed hereto as **Exhibit 1**.

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

6. The person executing this Stipulation on behalf of Defendant warrants and represents that he or she is authorized and empowered to execute and deliver this Stipulation, and to waive the claim set forth in Proof of Claim No. 2159, on behalf of Defendant.

7. The United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court") retains exclusive jurisdiction over the subject matter of this Stipulation.

8. This Stipulation is not intended and should not be construed to be an admission by any party thereof.

9. The undersigned parties (i) irrevocably consent to the Bankruptcy Court's jurisdiction with respect to any action to approve and enforce this Stipulation's terms and provisions; and (ii) expressly waive any right to commence any action in any other forum or to contest the Bankruptcy Court's jurisdiction.

10. The persons executing this Stipulation on behalf of all parties hereto warrant and represent that they are authorized and empowered to execute and deliver this Stipulation on behalf of such party.

11. This Stipulation may not be altered, modified or changed unless in writing, signed by the parties or their counsel, and subject to an appropriate Order of the Bankruptcy Court.

12. This Stipulation may be signed in counterparts, with each part being deemed a part of the original document.

13. Facsimile or .pdf signatures of each of the parties hereto shall be deemed originals for purposes of this Stipulation.

Dated: Jericho, New York
September 13, 2013

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

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

Dated: New York, New York
September 13, 2013

Sallah Astarita & Cox LLC
Attorney for defendant Bridgeway
Associates LLC

s/ Mark J. Astarita
Mark J. Astarita
110 Wall Street, 11th Floor
New York, New York 10005
(212) 509-6544

EXHIBIT 1

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

**NOTICE OF WAIVER AND WITHDRAWAL WITH PREJUDICE OF CLAIM NO. 2159
IN THE AMOUNT OF \$623,473.80 FILED BY BRIDGEGAP ASSOCIATES.**

Bridggap Associates LLC hereby waives and withdraws, with prejudice, its filed proof of claim, assigned claim number 2159 ("Claim 2159"), filed May 19, 2009, in the amount of Six Hundred Twenty-Three Thousand Four Hundred Seventy-Three and 00/100 Dollars (\$623,473.80) and the claim thereunder. 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 to facilitate the withdrawal of Claim 2159 with prejudice. A copy of Claim 2159 is attached hereto.

Dated: July __, 2013
September 13

BRIDGEGAP ASSOCIATES LLC

s/ Maria Fernanda Mendez (Sign Name)

Maria Fernanda Mendez (Print Name)

Member (Print Title)



UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK	PROOF OF CLAIM CHAPTER 7
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Name of Debtor Agape World Inc	Case Number 09-70660 (DTE)
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NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. 503(b)(9) (see Column #5) A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor (the person or other entity to whom the debtor owes money or property)	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim
Name and address where notices should be sent BRIDGEGAP ASSOCIATES LLC 2310 HOMSTEAD RD #C1543 LOS ALTOS, CA 94024	Court Claim Number _____ (If known)
Telephone number [REDACTED]	Filed on _____

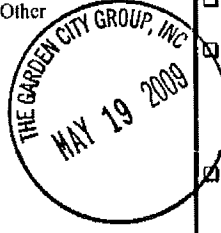
**FILED - 02159
USBC - EASTERN DISTRICT OF NEW YORK
AGAPE WORLD INC
09-70660 (DTE)**

Name and address where payment should be sent (if different from above) Fernanda Mendez 2240 Homestead Ct Apt 214 Los Altos, CA 94024	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars
Telephone number _____	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case

1 Amount of Claim as of Date Case Filed <u>\$ 623,473.80</u> If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4 If all or part of your claim is entitled to priority, complete item 5 <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges	5 Amount of Claim Entitled to Priority under 11 U.S.C. §507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount Specify the priority of the claim <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Unsecured claims allowed under § 502(f) (§507 (a)(1)(A)(3)) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8) <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§507(a)(2)) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)() Amount entitled to priority \$ _____
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2 Basis for Claim <u>Money loaned/INVESTED in AGAPE BRIDGE LOANS</u> <small>(See instruction #2 on reverse side)</small>	
3 Last four digits of any number by which creditor identifies debtor <u>2148</u>	
3a Debtor may have scheduled account as _____ <small>(See instruction #3a on reverse side)</small>	

4 Secured Claim <small>(See instruction #4 on reverse side)</small> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe _____ Value of Property \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____	
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6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim 7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements You may also attach a summary Attach redacted copies of documents providing evidence of perfection of a security interest You may also attach a summary (See definition of 'redacted' on reverse side)	
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DO NOT SEND ORIGINAL DOCUMENTS ALL ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING *please obtain my paper work from the postal inspector or Silverman trustee.*

Date <u>5/9/09</u> Signature The person filing this claim must sign it Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above Attach copy of power of attorney, if any MARIA FERNANDA MENDEZ, BRIDGEGAP ASSOC LLC GENERAL PARTNER.	FOR COURT USE ONLY
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