

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

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
AT CENTRAL ISLIP

-----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 HEARING ON TRUSTEE'S
APPLICATION FOR ENTRY OF AN ORDER *NUNC PRO TUNC*
EFFECTIVE AS OF MARCH 2, 2011, AUTHORIZING THE RETENTION
OF PROSKURCHENKO LAW GROUP, LLC, AS ATTORNEYS FOR THE
ESTATE, TO PROSECUTE ADVERSARY PROCEEDINGS IN THE STATE OF NEW JERSEY**

PLEASE TAKE NOTICE, that upon the attached application (the "Application"), Kenneth P. Silverman, Esq., chapter 7 trustee (the "Trustee") for the substantively consolidated estate of Agape World, Inc., *et al.*, will move before the Honorable Dorothy T. Eisenberg, United States Bankruptcy Judge, in her Courtroom 760, at the United States Bankruptcy Court, Eastern District of New York at Central Islip, located at 290 Federal Plaza, Central Islip, New York 11722, on **February 28, 2012 at 10:00 a.m.**, or as soon thereafter as counsel can be heard, for an Order authorizing the Trustee to retain Proskurchenko Law Group LLC, *nunc pro tunc*, to March 2, 2011 for the purpose of pursuing certain adversary proceedings in the State of New Jersey, and for such other and further relief this Court deems just and proper.

PLEASE TAKE FURTHER NOTICE, that opposition to the Motion, if any, must be (I) made in writing; (II) electronically filed with the Court; (III) mailed to Chambers of the Honorable

Robert E. Grossman, United States Bankruptcy Judge, 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; and (V) mailed to the Office of the United States Trustee, 290 Federal Plaza, Central Islip, New York 11722, so as to be actually received no later than **February 24, 2012 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
February 13, 2012

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

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

SILVERMANACAMPORA LLP
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**TRUSTEE'S APPLICATION FOR ENTRY OF
AN ORDER *NUNC PRO TUNC* EFFECTIVE AS
OF MARCH 2, 2011, AUTHORIZING THE RETENTION
OF PROSKURCHENKO LAW GROUP, LLC, AS ATTORNEYS FOR THE
ESTATE, TO PROSECUTE ADVERSARY PROCEEDINGS IN THE STATE OF NEW JERSEY**

Kenneth P. Silverman, Esq., the chapter 7 trustee of the bankruptcy estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, hereby seeks the entry of an Order in accordance with 11 U.S.C. §§327, 328, and 330 and Fed. R. Bankr. P. 2014 permitting the Trustee to retain Proskurchenko Law Group, LLC ("PLG"), as attorneys for the estate, to prosecute certain adversary proceedings in the State of New Jersey on behalf of the bankruptcy estate, and it being in the best interests of the estate and its creditors, respectfully represents and sets forth as follows:

Background

1. At all relevant times, Agape World, Inc. was a domestic corporation with principal places of business located at 150 Motor Parkway, Suite 106, Hauppauge, New York; 64-13B Grand Avenue, Maspeth, New York; and 82-11 37th Avenue, Suite 602, Jackson Heights, New

York.

2. 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., in the United States Bankruptcy Court for the Eastern District of New York.

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

4. On February 12, 2009, this 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 Agape World, Inc. case.

5. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the Agape World Inc. case, and has since duly qualified as is now the permanent Trustee in the Agape World, Inc. substantively consolidated case.

6. On March 4, 2009, the Court issued an Order for relief in the Agape World, Inc. chapter 7 case.

7. On April 14, 2009, the Court issued an Order substantively consolidating Agape World, Inc., Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC.

Avoidable Transfers To New Jersey Defendants

8. Upon information and belief, since at least 1999 Agape was purportedly operating as a bridge lender, whereby investors were advised that Agape provided short-term bridge loans to commercial borrowers in order to generate high rates of return.

9. Prior to the Filing Date, various "brokers" and "sub-brokers" of Agape, recruited third-parties to invest money with the Debtor.

10. Upon information and belief, the Debtor, and the various "brokers" and/or "sub-brokers" offered contracts to various third-parties to induce those third-party "investors" to

“invest” in the purported bridge loans.

11. Pursuant to the terms of the various contracts entered into between the Debtor and the purported investors, those investors were permitted to receive payments from their purported investments in the form of “interest payments” or, alternatively, the purported investors were permitted to “roll-over” their investments to a future bridge loan offered.

12. Upon information and belief, the representations to investors were, in large measure, false.

13. Rather than utilizing all of the third-party funds to invest in bridge loans, the majority of the investor funds were, among other things, utilized to pay prior investors their promised rate of interest or to provide a return of their investment.

A. The Fraudulent Conveyance Claims

14. Certain individuals residing in the state of New Jersey received a net benefit (disbursements from the Debtors in excess of their deposits) of between \$5,850 and \$11,725 (the “New Jersey Clawback Defendants”).

15. The Trustee is entitled to recover the net benefits received from the New Jersey Clawback Defendants pursuant to 11 U.S.C. §§544(b), 548, 550 and New York Debtor & Creditor Law §§273 *et seq.*

16. Pursuant to 28 U.S.C. §1409, avoidance actions against the New Jersey Clawback Defendants are properly venued only in the District of New Jersey.

17. Accordingly, because the his counsel does not maintain an office in New Jersey, the Trustee must retain local counsel to file and prosecute the adversary proceedings against the New Jersey Clawback Defendants, or risk losing the opportunity to collect on those otherwise meritorious claims for the benefit of Agape’s creditors.

B. The Preference Claims

18. Certain individuals residing in the state of New Jersey received preferential transfers of between \$5,850 and \$11,725 in the 90 days immediately preceding the Filing Date

(the “New Jersey Preference Defendants” and collectively with the New Jersey Clawback Defendants, the “New Jersey Defendants”).

19. The Trustee is entitled to recover the preferential transfers received from the New Jersey Preference Defendants pursuant to 11 U.S.C. §§547 and 550.

20. Pursuant to 28 U.S.C. §1409, avoidance actions against the New Jersey Preference Defendants are properly venued only in the District of New Jersey.

21. Accordingly, because the his counsel does not maintain an office in New Jersey, the Trustee must retain local counsel to file and prosecute the adversary proceedings against the New Jersey Preference Defendants, or risk losing the opportunity to collect on those otherwise meritorious claims for the benefit of Agape’s creditors.

Retention Of Proskurchenko Law Group, LLC

22. It is in the best interests of the estate to appoint an attorney as local counsel in the State of New Jersey to exercise all of the Trustee’s legal rights and remedies to avoid and recover fraudulent transfers and/or preferential transfers made prior to the petition date.

23. Thus, the Trustee seeks this Court’s authorization to retain PLG as local counsel for the estate to pursue claims in the State of New Jersey. The Trustee submits that the retention of PLG is in the best interests of the Debtors’ estate since PLG has agreed (i) to bill an hourly rate of Two Hundred Fifty Dollars (\$250.00) for the filing and prosecution of adversary proceedings on behalf of the estate, and (ii) will be reimbursed at direct cost for any of Proskurchenko’s out of pocket expenses.

24. To the best of the Trustee’s knowledge, and upon information and belief, PLG has no connection with the Debtors, creditors, or parties in interest or their respective attorneys, as more particularly set forth in the affidavit of Ksenia V. Proskurchenko, Esq., a partner of PLG, annexed hereto and made a part hereof as “**Exhibit 1.**”¹ Therefore, PLG is “disinterested” within the meaning of 11 U.S.C. §§101(4) and §327(a).

¹ **Exhibit 1** also includes a copy of the PLG retainer agreement.

The Timing of the Trustee's Motion

25. It is initially conceded that Bankruptcy Courts do not normally approve the retention of professionals more than thirty (30) days back. However, as Chief Judge Arthur J. Gonzalez recently held, "this Circuit recognizes that retroactive approval for employment under 11 U.S.C § 327 may be granted if the court finds that (1) the court would have granted the application if made in a timely manner, and (2) the delay in retention was due to either 'excusable neglect' or 'unavoidable hardship.'" *In re Stylianou*, 2010 WL 3719303, 3 (Bankr. S.D.N.Y.) (Bkrcty.S.D.N.Y.,2010) (citing *In re Hutter*, 215 B.R. 308, 315 (Bankr. D.Conn 19970 and *In re 245 Assocs.*, 188 B.R. 743, 750–51 (Bankr. S.D.N.Y.1995)).

26. The Supreme Court has long protected the "overriding consideration that equitable principles govern the exercise of bankruptcy jurisdiction." *Marin v. Bank of England*, 385 U.S. 99, 103 (1966). In fact, it is well within the Bankruptcy Court's discretion to grant the requested retention *nunc pro tunc*, for cause shown after notice and a hearing. See *In re Hutter*, 40 Fed.Appx. 640 (2nd Cir. 2002). For the reasons set forth herein, it is respectfully submitted that in this instance, such cause exists.

27. First, the Bankruptcy Court must decide whether it would have granted the retention application, had it been timely made. *In re Stylianou*, 2010 WL 379303, 4. To this point it is respectfully pointed out that (a) PLG is "disinterested," and (b) the services being performed by PLG were necessary under the circumstances. Moreover, this Court has routinely approved professional fees well in excess of the \$250 per hour sought by PLG.

28. "The second prong of the test inquires into whether the delay in seeking court approval resulted from excusable neglect. Applicable case law permits courts "latitude to grant relief where the failure to file a timely application has been explained, and the explanation has been found reasonable." *In re Stylianou*, 2010 WL 3719303, 5 quoting (*In re Hutter*, 215 B.R. at 315)

29. "The determination [of whether to grant *nunc pro tunc* employment] is at bottom

an equitable one, taking account of all relevant circumstances surrounding the party's omission." *Matter of Inter Urban Broadcasting of St. Louis, Inc.*, 174 B.R. 441, 448 (E.D.La.,1994) (quoting *Pioneer Investment Services Company v. Brunswick Associates Limited Partnership*, 113 S.Ct. 1489, 1498, (1993) Two of the most important factors in considering an application for *nunc pro tunc* employment are "whether the applicant or some other person bore responsibility for applying for approval; [and] whether the applicant was under time pressure to begin service without approval." *In re Keren Ltd. Partnership*, 225 B.R. 303, 307 (S.D.N.Y.,1998) quoting *F/S Airlease II, Inc. v. Simon*, 844 F.2d 99, 105-06 (3rd Cir. 1988)

30. Here, the Trustee respectfully requests that the Court grant this application because it was not the neglect of the applicant that caused the delay. Rather, it was the oversight of Trustee's general counsel that resulted in the delayed filing of the instant application. As the Court will recall, when PLG began to work for the estate in early March, the Trustee and his counsel were in the midst of completing the filing of almost 1,500 adversary proceedings on the eve of the statute of limitations. In order to preserve the claims against the New Jersey Defendants, the Trustee sought out PLG to file the necessary adversary proceedings in the New Jersey Bankruptcy Court. PLG accepted and performed the requested task timelessly and without flaw. However, as a sole practitioner without New York offices, PLG relied on Trustee's general counsel to file the retention application. See *In re Arkansas Co., Inc.*, 798 F.2d 645, 650 (3rd Cir. 1986) ("Retroactive approval should be limited to cases where the hardship is not of counsel's own making.") The failure to file the necessary retention is that of the Trustee's general counsel, not PLG.

31. Moreover, the proposed retention of PLG will not prejudice innocent third parties. See *In re Arkansas Co., Inc.*, 798 F.2d at 650. In fact, the Trustee would have been unable to pursue the estate's claims against the New Jersey Clawback Defendants and New Jersey Preference Defendants without PLG's diligent efforts. Moreover, the hourly rate sought by PLG is well below the rates generally approved in this district.

32. Under the circumstances, given the fact that PLG is otherwise worthy of retention to perform necessary services and because it would be inequitable to penalize PLG for the failure of Trustee's counsel to file the retention application. Accordingly, it is respectfully requested that the Court follow the guidance of *In re Stylianou* and *In re Hutter*, and approve the *nunc pro tunc* retention of Proskirchenko.

33. Based on the foregoing, the Trustee respectfully requests that the Court authorize and approve the retention of PLG as attorneys for the estate to pursue claims on behalf of the estate in the State of New Jersey.

34. No prior application for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Trustee respectfully requests that this Court enter the Order, annexed hereto as **Exhibit 2**, approving all of the relief requested herein, together with such other, further and different relief this Court may deem just and proper.

Dated: Jericho, New York
February 10, 2012

SILVERMANACAMPORA LLP
Attorneys for Kenneth P. Silverman, Esq.,
The Chapter 7 Trustee for the Estate
of Agape World Inc., *et al.*

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

Chapter 7
Bankr. E.D.N.Y.
Case No. 09-70660 (DTE)
Substantively Consolidated

**AFFIDAVIT OF
DISINTERESTEDNESS**

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

KSENIA V. PROSKURCHENKO, ESQ., being first duly sworn, hereby states as follows:

1. I am a member of Proskurchenko Law Group, LLC ("PLG"), with offices located at 570 North Broad Street, Suite 13, Elizabeth, New Jersey 07208 and the person named in the Chapter 7 Trustee's Application for an Order Authorizing Retention of PLG to file adversary proceedings on behalf of the Trustee in the District of New Jersey. I am an attorney and counselor at law of the State of New York and the State of New Jersey, and had been duly admitted to practice in the United States District Court for the District of New Jersey.

2. To the best of my knowledge, I am a "disinterested person," as that term is defined in Section 101(14) of the Bankruptcy Code in that:

- a. Neither I nor PLG is a creditor, equity security holder, or an insider of the Debtors;
- b. Neither I nor PLG is and/or was, within two (2) years before the date of the filing of the petition, a director, officer or employee of the Debtors;
- c. Neither I nor PLG has an interest materially adverse to the interest of the estate or any of the class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

3. I performed an internal conflict check in connection with this bankruptcy matter and the adversary proceedings filed on behalf of the Trustee in the District of New Jersey, which revealed that, to the best of my knowledge, neither I nor PLG has any connection with the Debtors, who I understand are the Debtors in Case No. 09-70660, pending in the United States Bankruptcy Court, Eastern District of New York, the creditors of the Debtors, other parties in interest in this bankruptcy matter, the defendants in the related adversary proceedings or their respective attorneys, the United States Trustee, or any person employed in the Office of the United States Trustee.

4. Neither I nor any attorney associated with PLG is a relative of the bankruptcy judge appointed in this case.

5. To the best of my knowledge, neither I nor PLG represents any interest adverse to the Debtors or the Trustee with respect to this bankruptcy matter.

6. I am a member of the law firm of PLG, and that any fees and expenses earned by me in this bankruptcy matter will be paid to that law firm. Neither I nor anyone associated with PLG has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person.

For the foregoing reasons, I believe that PLG is eligible for the retention by the Trustee under Section 327(a) of the Bankruptcy Code for the purpose of pursuing adversary proceedings on behalf of the estate in the District of New Jersey.


KSENIA V. PROSKURCHENKO, ESQ.

Sworn to before me and subscribed in my presence on March 09, 2011. My commission expires April 29, 2014.

State of NJ County of Union
Subscribed and sworn before me on 3/9/11
Carl A. Rojas (Date)
(Notary Signature) 2



PROSKURCHENKO LAW GROUP, LLC

570 North Broad Street, Suite 13, Elizabeth, New Jersey 07208
Main: (973) 321-3040 • Fax: (908) 933-0953
www.prosklawgroup.com
kprosk@prosklawgroup.com

March 2, 2011

Jay S. Hellman
Silverman Acampora LLP
100 Jericho Quadrangle
Suite 300
Jericho, New York 11753

RE: In re Agape World, Inc., et al.
Case No. 09-70660-DTE

Dear Mr. Hellman:

Please let this letter confirm your expressed desire to retain Proskurchenko Law Group, LLC ("the Firm") to serve as local New Jersey counsel to Kenneth P. Silverman, Esq., chapter 7 trustee in connection with certain adversary proceedings relating to the above captioned matter. In order to avoid any confusion with respect to the Firm's fee structure for services rendered, this engagement letter serves to outline and explain our agreement. It is important that you read this letter carefully inasmuch as after you sign the acknowledgment hereafter, it will constitute a legal and binding contract between Mr. Silverman, solely in his capacity as Chapter 7 Trustee of the substantively consolidated bankruptcy estate of Agape World, Inc., *et al.*, (the "Trustee") and the Firm. Please also refer to the Statement of Client's Rights and Responsibilities, which is annexed to this agreement.

I. SCOPE OF THE FIRM'S REPRESENTATION

As mentioned, the Firm's representation of the Trustee's interests at this time is limited to serving as local New Jersey counsel in connection with certain adversary proceedings relating to the above captioned matter. Unless otherwise indicated herein, our representation according to the terms of this agreement specifically does not include the following:

- Enforcing any final order or judgment obtained;
- Prosecuting or defending an appeal, whether interlocutory or upon entry of a final order or judgment, not referenced herein;

Should the Trustee desire the Firm to perform any services pertaining to matters other than those specifically described herein, we will be pleased to discuss an appropriate additional fee arrangement with you. However, if the Firm undertakes to represent the Trustee in any other matter with either his implied and/or express understanding, knowledge and consent, without first discussing such other appropriate additional fee arrangement, the fee structure, terms and conditions of this engagement letter shall apply.

II. HOURLY RATES

The Firm's current professional services rates, are as follows:

<u>Attorney</u>	<u>Hourly Rate</u>
Ksenia V. Proskurchenko	\$250

Please keep in mind that these rates are subject to change and, periodically, do change to reflect the time value of our professional services and market forces at a given time. In the event of a change in the Firm's rates, the Trustee will be notified of this as appearing in his regular monthly invoices as such changes may very well occur. It is his obligation to review carefully all invoices for accuracy and acceptability of the charges rendered and the staffing of his matters.

III. BILLING POLICY

It is the Firm's policy to bill all time at a daily minimum of one-tenth (.1) of an hour per day on those days when work is performed on the Trustee's matters. All billing rates are subject to change in accordance with the Firm's policy and the Trustee will be notified accordingly.

Generally, the services include, but not necessarily be limited to, any and all time spent on investigation, research, preparation of pleadings, memoranda, correspondence or similar documentation, reviewing and responding to e-mail and voice mail, telephone communications, travel time to and from and attendance at related conferences, depositions and court proceedings, together with any and all other attorney time spent on your case. The scope of the services under this agreement, however, is limited as set forth in Section I. above.

IV. PAYMENT OF DISBURSEMENTS

In addition to attorney time, the Trustee agrees that the Trustee will use all reasonable efforts to obtain an Order of the Bankruptcy Court to pay any and all disbursements incurred in connection with your matter, including, but not necessarily limited to, the following:

- Computerized legal research (e.g., Westlaw, Lexis, etc.);
- Copy costs (presently 20¢ per copy);
- Courier costs;
- Service of Process costs;
- Court filing fees and costs;
- Court transcript fees;
- Deposition costs (e.g., stenographer and transcript fees);
- Fax charges;
- Lay and expert witness fees;
- Postage and overnight mailing fees;
- File management;
- Travel costs (generally mileage, parking and tolls).

Disbursements may be advanced by the Firm or may be required be paid in advance. The Trustee will be responsible for retaining and paying directly any and all experts or independent consultants as it

may become necessary to use relative to proper representation. Of course, if necessary, we will assist the Trustee in whatever manner we can insofar as selecting an appropriate expert.

V. RETENTION AND FEE APPLICATIONS

Pursuant to the bankruptcy procedures, if allowed by the Court, interim fee applications will be submitted upon approval of which payment will be due. Otherwise, a final fee application will be submitted upon approval of which payment will be due. You have indicated that your firm will prepare and file retention pleadings in connection with the Firm's representation of the Trustee.

VI. THE FIRM'S RIGHT TO WITHDRAW AS COUNSEL

Please be advised, that in the event the Firm determines that the Trustee is not in compliance with any term of this engagement letter, at the Firm's request you agree to immediately execute, or cause to be executed by a superseding attorney, an appropriate substitution of attorney form discharging the Firm from further representation in this matter. In the event the Trustee does not cooperate with the Firm's withdrawal in this manner, assuming your matter is in suit, the Firm has the right to apply to the court to be relieved as your counsel. Of course, the Trustee is free to discharge the Firm at any time and for any reason.

VII. NO PREDICTION OR GUARANTEE OF COST OF REPRESENTATION

At this time, the Firm cannot accurately predict or guarantee how much our representation will ultimately cost. This is due to various factors, including the level of reasonableness, compromise and/or cooperation between the parties, the complexity of the issues presented, the court's general control over the case and, of course, the amount of time it actually takes to bring this matter to a satisfactory conclusion. However, the Firm will make every reasonable effort to keep fees to a minimum and assures you that only services deemed reasonable and necessary to satisfactorily represent the Trustee will be performed.

VIII. NO PREDICTION OR GUARANTEE OF SUCCESS/RESULTS

Of course, given the inherent uncertainty of legal proceedings, the interpretation of and changes in the law, the relative broad scope of judicial discretion, and myriad unpredictable variables, the Firm cannot predict and, therefore, does not guarantee a particular result or absolute success on any issue in this matter. This notwithstanding, the Firm, with your cooperation, agrees to represent the Trustee's interests conscientiously, diligently, within the bounds of ethical propriety and with the purpose of accomplishing the desired objectives.

IX. CONCLUSION OF SERVICES

Unless appropriate arrangements are made to the contrary, upon the final determination in the adversary proceedings, the Firm's representation of the Trustee's interests in this matter will be deemed complete.

X. POTENTIAL CONFLICT

Prior to commencing representation of the Trustee, the Firm has performed an internal conflict check to determine whether or not there exists any restriction on the Firm's ability to represent the Trustee. Although at this time the Firm does not believe there is any conflict in its representation of the Trustee's interests, a presently unknown conflict may arise in the future. In that event, the Firm will discuss with the Trustee all available representation options, which may include, without limitation, the Firm's voluntary withdrawal from any further representation on the Trustee's behalf, or litigating the potential conflict such that a court will determine the extent of any possible conflict. In the event the Firm must withdraw as the Trustee's local New Jersey counsel, at your request, the Firm will assist the Trustee to the best of its ability insofar as retaining substitute counsel. Notwithstanding any possible future restriction on the Firm's ability to represent the Trustee's interests in this matter, all fees for services and disbursements theretofore due and owing subject to the approval of the requisite fee applications.

XI. COST OF COPYING FILE IN THE EVENT OF FIRM'S TERMINATION

In the event the Firm's representation is terminated for whatever reason, upon request made for the Firm's file maintained on the Trustee's behalf, before the file will be released you agree to pay the Firm's cost to copy all or any part of the file it deems reasonable and necessary for administrative purposes and the maintenance of its records.

XII. ACKNOWLEDGEMENT

If the Trustee understands and agrees to the foregoing engagement arrangement, please instruct him to sign the acknowledgment, below, and promptly return the executed copy to my attention. Due to the time constraints, you may do so via facsimile or e-mail. The Firm requires the receipt of his signed acknowledgment in order to commence work on his behalf.

Please feel free to contact me with any questions you may have concerning this agreement.

Very truly yours,

s/Ksenia V. Proskurchenko

Ksenia V. Proskurchenko

Enclosure

ACKNOWLEDGEMENT

The undersigned hereby acknowledges having read and fully understood the terms and conditions set forth in the foregoing engagement agreement. The undersigned further acknowledges having had any and all questions concerning the instant engagement agreement satisfactorily answered and that this agreement is entered freely and voluntarily without any compulsion or duress in so doing. The undersigned agrees to comply with the terms and conditions stated therein.

s/Kenneth P. Silverman

Kenneth P. Silverman, Esq., solely in his capacity as Chapter 7 trustee of Agape World, Inc., *et al.*

ACKNOWLEDGMENT

The undersigned attorney hereby acknowledges and accepts the engagement as fully described herein.

PROSKURCHENKO LAW GROUP, LLC

s/Ksenia V. Proskurchenko

By: Ksenia V. Proskurchenko

PROSKURCHENKO LAW GROUP, LLC

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

The client has the right:

1. To have their attorneys diligently advocate their interest within the bounds of the law and legal ethics.
2. To have the fee arrangement fully and completely explained prior to entering into any agreement for services.
3. To have a written retainer agreement describing the financial terms of their relationship between the client and the attorney.
4. To refuse to enter into an unacceptable fee arrangement or modification of a fee arrangement.
5. To be provided information as to the attorney(s) who will be primarily responsible for their matter and all other legal staff who will be working on the matter as well as information as to the costs for those individuals.
6. To be provided bills on a regular basis, itemized as to the charges and time spent on each activity.
7. To be informed of and be present at any court proceeding involving their case unless otherwise ordered by the court.
8. To be provided copies of all documents presented to the court by any party in their matter unless otherwise ordered by the court.
9. To be afforded reasonable access to their attorneys.
10. To make the final decision as to whether, when, and how to settle their case and as to economic and other positions to be taken with respect to issues in the case.

The client is responsible to:

1. Provide full and accurate information to their attorneys regarding their matter.
2. Be available to participate in a timely fashion regarding their matter and respond reasonable to requests from their attorneys.
3. Advise their attorneys promptly of any change in their lives that might reasonably be expected to affect the handling of their matter.
4. Pay for the legal services rendered on their behalf within the time period set forth in the retainer agreement.
5. Diligently review all bills submitted by their attorneys and raise any objections regarding billing within a reasonable time.
6. Not take any position in the matter for any improper purpose, such as intentionally delaying the proceeding to increase the cost to other litigants.
7. Not seek to use their attorneys for any improper means.
8. Recognize and be responsible for the costs associated with any action initiated or requested by the client.
9. Provide sufficient time for their attorneys to explain the financial costs and other ramifications of a potential action in the matter and reasonably consider the advice of their attorneys.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS PERMITTED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

CONFIDENTIALITY AND SECURITY

Personal information about you is restricted to our attorneys and other employees within our firm. The right of those individuals to further disclose or use the information is strictly limited by the policies of our firm, applicable laws and applicable state ethics rules. We maintain physical, electronic and procedural safeguards that comply with applicable laws and applicable state ethics rules to guard your personal information.

EXHIBIT 2

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

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
AT CENTRAL ISLIP

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In re:

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

Debtors.

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

**ORDER FOR RETENTION OF
PROSKURCHENKO LAW GROUP, LLC
AS LOCAL COUNSEL TO THE TRUSTEE AND THE ESTATE IN
THE STATE OF NEW JERSEY *NUNC PRO TUNC* TO MARCH 2, 2011**

Upon the application (the "Application") of Kenneth P. Silverman, Esq., the Chapter 7 Trustee of Agape World, Inc., *et al* (the "Debtor") by his attorneys SilvermanAcampora, LLP, seeking the entry of an order authorizing the employment of Proskurchenko Law Group, LLC ("PLG") as local counsel to the Trustee and the estate of the Debtor in the State of New Jersey *nunc pro tunc* to March 2, 2011; and it appearing that PLG represents no interests adverse to the Debtor or to the estate in the matters upon which it is to be engaged, and that its employment is necessary and would be in the best interests of the estate; and that the within matter is one justifying the retention of local counsel; and it appearing that the delay in seeking authority to employ PLG was not that of PLG and no further notice being required, it is hereby

ORDERED, that PLG is retained and employed as attorneys to the Trustee under 11 U.S.C. §§327, 328 and 330, and Rule 2014 of the Federal Rules of Bankruptcy Procedure, *nunc pro tunc* to March 2, 2011; and, it is further

ORDERED, that no compensation or reimbursement of expenses shall be paid to PLG for services rendered to the Trustee, except upon proper application under 11 U.S.C. §§327, 328, and 330 and Rule 2014 of the Federal Rules of Bankruptcy Procedure and by further order of this Court; and it is further

ORDERED, that the Trustee is authorized and directed to take any and all such reasonable steps as may be necessary to implement the terms and condition of this Order.

NO OBJECTION:

Office of the United States Trustee