

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

In re: §
MASTER LENDING GROUP, LLC, § **Chapter 7**
Debtor. § **Case No. 23-40569-EJC**
§
§

**NOTICE OF MOTION TO APPROVE COMPROMISE OR SETTLEMENT
AND OPPORTUNITY FOR HEARING**

Movant has filed a Motion with this Court seeking approval of a settlement or compromise, with a copy attached hereto.

If you have legal grounds to oppose the motion, or if you wish the Court to consider your views on the motion, you must file a written request for a hearing with the Clerk of the Bankruptcy Court before the expiration of twenty-one (21) days from the date stated in the certificate of service.

If you mail your request for hearing to the Court, you must mail it early enough so that it will be received before the time referenced above.

Any request for a hearing must also be mailed to the moving party and all other persons indicated in the certificate of service attached to these pleadings.

If a timely request is filed, you will receive notice of the date, time, and place of the hearing.

If you or your attorney does not take these steps, the Court will decide that you do not oppose the motion and will enter an order granting it.

Date: January 12, 2024

/s/ Tiffany E. Caron
Attorney for Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

In re: MASTER LENDING GROUP, LLC, Debtor.	§ § § § §	Chapter 7 Case No. 23-40569-EJC
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**MOTION FOR AUTHORITY TO COMPROMISE CLAIM OF THE ESTATE
PURSUANT TO BANKRUPTCY RULE 9019**

COMES NOW, Chapter 7 Trustee, Tiffany E. Caron (“Trustee”) in the above-captioned bankruptcy case filed by Master Lending Group, LLC (“MLG”), by and through counsel of record, Tiffany E. Caron, and hereby moves this Court, pursuant to Bankruptcy Rule 9019, to approve a compromise and settlement by and between the Trustee, MLG, Synergy Homes of Georgia, LLC (hereinafter “SHG”), Synergy Designer Homes, Inc. (hereinafter “SDH”) and John Read Brennan (hereinafter “Brennan”) (hereinafter SHG, SDH and Brennan are collectively referred to as “Synergy”) (altogether, the “Parties”) to resolve, by agreement, amounts due from Synergy to the MLG bankruptcy estate. In support of this Motion, movant respectfully states as follows:

1. MLG filed a Voluntary Petition for relief under Chapter 7 of the United States Code on July 6, 2023 (Doc No. 1).
2. On July 7, 2023, the Court issued the Notice of Chapter 7 Bankruptcy Case appointing Tiffany E. Caron as Trustee and setting the date for the Section 341 Meeting of Creditors for August 9, 2023 at 2:00 PM (Doc No. 7).
3. The Debtor’s Schedule A/B, filed with the Petition and Schedules (Doc No. 1) lists the following asset: Breach of promissory note claims against Synergy Homes of Georgia,

LLC; Synergy Homes of South Carolina, LLC & Affiliates; J. Read Brennan in an “Unknown” Amount (the “Claims”).

4. The Trustee has conducted an investigation of the loans made by MLG to Synergy over approximately the last ten (10) years and partial repayments thereof from the Debtor’s bank statements, internal records and documentation provided by Synergy and has determined that Synergy owes MLG an outstanding principal balance of at least \$5,753,192.08 plus interest (the “Principal Balance”).
5. Synergy does not dispute that it has not repaid all of the amounts due from Synergy to MLG and that a significant balance is due; however, Synergy does dispute the amount of the Principal Balance calculated by the Trustee.
6. MLG and Synergy exchanged various promissory note documents of the period of their loan relationship; however, many of the loans are either undocumented or loan documents have not been produced to the Trustee.
7. The Trustee alleges the Principal Balance plus accrued interest is immediately due and payable to the Trustee as an asset of this case pursuant to 11 U.S.C. §§541 and 542.

COMPROMISE AND SETTLEMENT

The Parties are desirous of resolving any and all disputes related to the Claims. Therefore, the Parties submit the following compromise and settlement for Court approval. A summary of the Agreement is as follows and as set forth in Exhibit A – Joint Stipulation and Settlement Agreement:

- a. Synergy shall pay and the Trustee shall accept, in full satisfaction of the Claims against Synergy in this bankruptcy case, the total amount of **\$3,500,000 (the “Settlement Payment”)** to be paid by Synergy on the following schedule:
 - i. \$50,000 on or before March 1, 2024;

- ii. \$200,000 on or before June 1, 2024;
 - iii. \$500,000 on or before December 31, 2024;
 - iv. \$750,000 on or before December 31, 2025;
 - v. \$750,000 on or before December 31, 2026; and
 - vi. \$1,250,000 on or before December 31, 2027 (as reduced by the amount in paragraph vii below). Synergy may pre-pay the amounts due in paragraph (a) at any time.
 - vii. In addition, John Read Brennan shall immediately, upon the entry of the Order on this Motion, cause the withdrawal of or take a loan against the Cash Value in Northwestern Mutual Life Insurance Policy No. ****4437 (Insured: John R Brennan) with an estimated Net Accumulated Value of \$42,207.60, and turn these proceeds over to the Trustee; such payment shall be applied to the total balance due and deducted from the final installment payment as set forth in paragraph vi. above and, upon payment in full of the Settlement Payment, the assignment of the policy to the Trustee and/or Master Lending Group shall be relinquished and canceled;
- b. Synergy Homes of Georgia, LLC and Synergy Designer Homes, Inc. have signed a Settlement Agreement and Release in the form attached as *Exhibit A* hereto to for the Settlement Payment with a personal guaranty executed by John Read Brennan.
 - c. Upon payment in full of the Settlement Payment, Synergy and the following officers, employees, agents, representatives, managers and members shall be released from liability for the Claims:
 - i. John Read Brennan;
 - ii. Timothy M. Brennan;
 - iii. Caroline B. Brennan;
 - iv. Lauren McCraw; and
 - v. Nancy Applebaum
 - d. The Trustee, MLG and Synergy shall waive and release all claims against each other and

their officers, employees, agents, representatives, managers and members as set forth herein and in the attached *Exhibit A - Joint Stipulation and Settlement Agreement*.

Due to the costs of litigation, the Trustee believes it is in the best interest of the bankruptcy estate to settle with the Synergy as set forth above to fully and finally resolve the Claims. The Trustee is requesting approval to settle with Synergy as set forth above. The attached Consent Order reflects the agreement of the Parties.

AUTHORITY

Settlements are generally favored in bankruptcy proceedings in that they provide for often needed and efficient resolution of bankruptcy cases. Under Bankruptcy Rule 9019(a), the bankruptcy court may approve a compromise or settlement “on motion by the trustee and after a hearing on notice to creditors, the debtor and indenture trustee” In conducting a hearing under Rule 9019(a), the bankruptcy court must determine whether the proposed compromise is fair and equitable and in the best interests of the bankruptcy estate. *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, 88 S. Ct. 1157, 1163, 20 L. Ed. 2d 1 (1968). “In determining whether to approve a settlement, a bankruptcy court must evaluate whether the proposed compromise falls below the ‘lowest point in the range of reasonableness.’ *Martin v. Pahiakos (In re Martin)*, 490 F.3d 1272, 1275-76 (11th Cir. 2007) (citing *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983)). If a settlement passes this low threshold, the court should approve the compromise. Specifically, a court in this District must consider the four factors set forth by the Eleventh Circuit in *Justice Oaks* (the “Justice Oaks Factors”).”

In this context, it is appropriate for the bankruptcy estate to examine four factors in deciding whether to approve or disapprove a settlement. These factors are as follows: (1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation

involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors and a proper deference to their reasonable view in the premises. *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), *cert. denied*, 498 U.S. 959, 111 S. Ct. 387, 112 L. Ed. 2d 398 (1990); *In re RFE Industries, Inc.*, 283 F.3d 159, 165 (3rd Cir. 2002), *citing In re Martin*, 91 F.3d 389, 393 (3rd Cir. 1996); *In re Kay*, 223 B.R. 816 (Bankr. M.D. Fla. 1998).

WHEREFORE, Chapter 7 Trustee, Tiffany E. Caron, respectfully requests that the Court grant this Motion giving the Trustee authority to settle the estate's claim(s) as set forth herein, and for any other relief deemed just and proper under the circumstances.

This 12th day of January, 204.

/s/ Tiffany E. Caron
Tiffany E. Caron
Attorney for Chapter 7 Trustee

TIFFANY E. CARON, ESQ.
GA BAR NO. 745089
CHAPTER 7 TRUSTEE
P.O. BOX 711
WEST PALM BEACH, FL 33402
404-647-4917
TIFFANY.CARON@HOTMAIL.COM

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

IN RE:	:	CASE NO. 23-40569-EJC
	:	
MASTER LENDING GROUP, LLC	:	CHAPTER 7
	:	
Debtor.	:	JUDGE EDWARD J. COLEMAN, III
	:	

JOINT STIPULATION AND SETTLEMENT AGREEMENT

This *Joint Stipulation and Settlement Agreement* (the “**Settlement Agreement**”) is by and between Tiffany E. Caron, as Chapter 7 Trustee (the “**Trustee**”) for the bankruptcy estate (the “**Bankruptcy Estate**”) of Master Lending Group, LLC (“**Debtor**” or “**MLG**”), Synergy Homes of Georgia, LLC (“**SHG**”), Synergy Designer Homes, Inc. (“**SDH**”), and John Read Brennan (“**Brennan**”)(hereinafter SHG, SDH and Brennan are collectively referred to as “**Synergy**”), Trustee and Synergy are each herein referred to as a “**Party**” and referred to collectively as the “**Parties**”:

WHEREAS, Debtor filed its voluntarily petition under Chapter 7 of Title 11 of the United States Code on July 6, 2023 (the “**Petition Date**”), thereby initiating the Bankruptcy Case No. 23-40569-EJC (the “**Bankruptcy Case**”); and

WHEREAS, Trustee was thereafter appointed to the Bankruptcy Case as the interim Chapter 7 Trustee under 11 U.S.C. § 701(a)(1); and

WHEREAS, At the conclusion of the meeting of creditors, conducted in accordance with 11 U.S.C. § 341(a) on August 15, 2023, Trustee became the permanent Chapter 7 Trustee under 11 U.S.C. § 702(d); and

WHEREAS, The Debtor’s Schedule A/B, filed with the Petition and Schedules (Doc No. 1) lists the following asset: Breach of promissory note claims against Synergy Homes of Georgia,

LLC; Synergy Homes of South Carolina, LLC & Affiliates; J. Read Brennan in an “Unknown” Amount (the “**Claims**”); and

WHEREAS, the Trustee has conducted an investigation of the loans made by MLG to Synergy over approximately the last ten (10) years and partial repayments thereof from the Debtor’s bank statements, internal records and documentation provided by Synergy and has determined that Synergy owes MLG an outstanding principal balance of at least \$5,753,192.08 plus interest (the “**Principal Balance**”); and

WHEREAS, Synergy does not dispute that it has not repaid all of the amounts due from Synergy to MLG and that a significant balance is due; however, Synergy does dispute the amount of the Principal Balance calculated by the Trustee; and

WHEREAS, MLG and Synergy exchanged various promissory note documents over the period of their loan relationship; however, many of the loans are either undocumented or loan documents have not been produced to the Trustee; and

WHEREAS, the Trustee alleges the Principal Balance plus accrued interest is immediately due and payable to the Trustee as an asset of the bankruptcy estate pursuant to 11 U.S.C. §§541 and 542; and

WHEREAS, Trustee is the duly qualified and acting trustee of the Debtor’s estate; and

WHEREAS, following good faith negotiations, Trustee and Synergy desire to settle and compromise these matters, on the terms set forth herein, to avoid the cost and uncertainty of litigation; and

WHEREAS, Trustee has agreed to release the claims of the Debtor and the Debtor’s estate (the “**Estate**”) against Synergy in exchange for Synergy releasing its claims against the Debtor and the Estate, resulting in mutual releases, in full and final settlement of all claims the Debtor, the Estate and Synergy have, or may have, against one another.

NOW, THEREFORE, as set forth below, the Parties agree as follows:

1. Settlement Payment. Synergy hereby promises to pay and the Trustee shall accept, in full satisfaction of the Claims against Synergy in this bankruptcy case, the total amount of \$3,500,000 (the “**Settlement Payment**”) to be paid by Synergy on the following schedule:
 - a. \$50,000 on or before March 1, 2024;
 - b. \$200,000 on or before June 1, 2024;
 - c. \$500,000 on or before December 31, 2024;
 - d. \$750,000 on or before December 31, 2025;
 - e. \$750,000 on or before December 31, 2026; and
 - f. \$1,250,000 on or before December 31, 2027 (as reduced by the amount in paragraph (g) below). Synergy may pre-pay the amounts due in paragraph (1) at any time.
 - g. In addition, John Read Brennan shall immediately, upon the entry of an Order by the Bankruptcy Court, cause the withdrawal of or take a loan against the Cash Value in Northwestern Mutual Life Insurance Policy No. *****4437 (Insured: John R Brennan) with an estimated Net Accumulated Value of \$42,207.60, and turn these proceeds over to the Trustee; such payment shall be applied to the total balance due and deducted from the final installment payment as set forth in paragraph f. above and, upon payment in full of the Settlement Payment, the assignment of the policy to MLG and/or the Trustee shall be relinquished and canceled. Payment shall be made via wire transfer, corporate check or cashier’s check, made payable to Tiffany E. Caron, Chapter 7 Trustee and mailed to the following address: Tiffany E. Caron, Chapter 7 Trustee, P. O. Box 711, West Palm Beach, FL 33402.

2. Settlement Effective Date. This Settlement Agreement shall become effective upon approval of the Bankruptcy Court (such date, the "Settlement Effective Date").
3. Mutual Releases. Both Parties acknowledge this Settlement Agreement is intended to fully resolve Synergy's liability to the Debtor and the Estate, as well as the Debtor's and the Estate's liability to Synergy.
4. Upon payment in full of the Settlement Payment, Trustee and the Estate do forever release, remise, acquit, satisfy, and discharge SHG, SDH, John Read Brennan, Timothy M. Brennan, Caroline B. Brennan, Lauren McCraw and Nancy Applebaum from any and all liability for any and all claims, causes of action, debts, dues, sums of money, accounts, bills, liens, contracts, breach of contract, controversies, agreements, claims pursuant to Chapter 5 of Title 11 of the United States Code or analogous state laws, promises, torts, expenses, compensation, rights, attorney's fees, costs, expenses, and damages of any kind whatsoever, whether common law, statutory, or extra contractual, which Debtor, or the Estate now have or which may hereafter accrue in law or in equity, including all known and unknown, foreseen and unforeseen, developed and undeveloped damages and the consequences thereof including, but not limited to, on account of or in any way arising out of, relating to, growing out of, resulting from, or to result from the Claims, and Synergy's business relationship with and loans from MLG and Gregory Hirsch. It is the intention of the parties that no claim intended to be released herein has been through oversight or error, intentionally or unintentionally, omitted from this release.
5. Upon payment in full of the Settlement Payment, Synergy does forever release, remise, acquit, satisfy, and discharge the Trustee, the Debtor, and the Estate, and all of their officers, directors, partners, employees, representatives, agents, attorneys, insurers, professionals, heirs, servants, administrators, executors, assigns, successors in interest,

subsidiaries, entities, affiliates, owners, managers, members, shareholders, subrogates, and companies from any and all liability for any and all claims, causes of action, debts, dues, sums of money, accounts, bills, liens, contracts, breach of contract, controversies, agreements, promises, torts, expenses, compensation, rights, attorney's fees, costs, expenses, and damages of any kind whatsoever, whether common law, statutory, or extra contractual, which Synergy now has or which may hereafter accrue in law or in equity, including all known and unknown, foreseen and unforeseen, developed and undeveloped damages and the consequences thereof including, but not limited to, on account of or in any way arising out of, relating to, growing out of, resulting from, or to result from the Claims and Synergy's business relationship with and loans from MLG and Gregory Hirsch. It is the intention of the parties that no claim intended to be released herein has been through oversight or error, intentionally or unintentionally, omitted from this release.

6. Event of Default. Failure to make timely payment of any of the installments set forth in paragraph one (1) above shall constitute a default under the terms of this Agreement. Trustee shall deliver, via email to Synergy's counsel, John Christy, notice of default giving Synergy five (5) business days to cure the default. Upon the occurrence of default and failure of Synergy to cure under this paragraph, the Trustee is entitled to demand payment of the full amount due, less any payment made, plus interest thereafter at the rate of twelve (12%) percent per annum and SHG, SDH, and Brennan consent to the entry of a judgment for the default amount payable with post-judgment interest at the greater of twelve (12%) per annum, or the judgment legal rate.
7. Authority of Trustee. Trustee warrants, covenants, and agrees that the Trustee is the sole real party in interest who can compromise the Claims on behalf of the Debtor and the Estate.


8. Attorney Fees. Each Party shall bear its own attorneys' fees and costs relating to the claims being released and the negotiation and execution of this Settlement Agreement.
9. Assignment. The Parties hereby represent and warrant that they have made no assignment, and hereafter will make no assignment of any claim, cause in action, right of action, or any other right released pursuant to this Settlement Agreement. Notwithstanding the forgoing, the Trustee may assign the right to receive the balance of the Settlement Payment at any time upon approval of the Bankruptcy Court.
10. Upon execution of this Settlement Agreement by each of the Parties, Trustee shall file a motion (the “**Settlement Motion**”) pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure seeking the Bankruptcy Court’s approval of the Settlement Agreement (the “**Settlement Order**”) and prosecute the Settlement Motion diligently. If the Settlement Order is not entered on or before March 15, 2024, then Synergy may terminate this Agreement upon written notice to the Trustee.
11. The Parties each agree to take any and all actions and execute any other documents as may be reasonably required for the Parties to give effect to the purpose and intent of this Settlement Agreement.
12. Any dispute over this Settlement Agreement shall be determined solely by the Court in the Bankruptcy Case.
13. The Bankruptcy Court shall retain jurisdiction over the Parties for enforcement of this Settlement Agreement and any and all disputes, controversies, or claims regarding the interpretation, validity, construction, or other issues relating to or concerning this Settlement Agreement. An action relating to, based upon, or arising from a breach of this Settlement Agreement shall be brought only in the Bankruptcy Court, which shall retain jurisdiction over the subject matter and the Parties for this purpose.

14. The Parties acknowledge and agree that this Settlement Agreement is being executed and delivered as part of the compromise and settlement of disputed claims and its effectiveness is expressly contingent upon and subject to the approval of the Bankruptcy Court and the Settlement Order becoming final.
15. The Parties further acknowledge and agree that the Settlement Agreement will not and may not be used or construed as an admission of any liability or responsibility to any of the Parties or to any other persons.
16. The Parties acknowledge and represent being fully advised by their respective legal counsel of their rights and responsibilities under this Settlement Agreement or, alternatively, having had an opportunity to retain the services of independent legal counsel and having affirmatively elected not to do so, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same.
17. The Parties acknowledge having had input into the drafting of this Settlement Agreement or, alternatively, having had an opportunity to have input into the drafting of this Settlement Agreement. Accordingly, in any construction to be made of this Settlement Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Settlement Agreement and the expressed intent of the Parties.
18. This Settlement Agreement contains the entire, final, complete, and exclusive agreement between the Parties to the subject matter contained herein. There are no other representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter contained herein, which are not fully expressed herein.
19. This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflict of law principles.

20. This Settlement Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties. Counterparts of this Settlement Agreement also may be exchanged via electronic transmission such as facsimile machines or computer, and any of the Parties' signatures transmitted by such electronic transmission shall be deemed to be an original signature for all purposes.

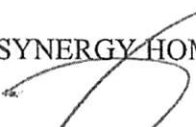
STIPULATED AND AGREED TO this 12th day of January, 2024.

FOR THE TRUSTEE & DEBTOR:



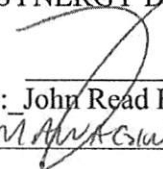
Tiffany E. Caron, Chapter 7 Trustee for
The Estate of Master Lending Group, LLC

FOR SYNERGY HOMES OF GEORGIA, LLC

By: 

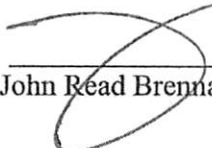
Name: John Read Brennan
Its: MANAGING MEMBER

FOR SYNERGY DESIGNER HOMES, INC.

By: 

Name: John Read Brennan
Its: MANAGING MEMBER

FOR JOHN READ BRENNAN

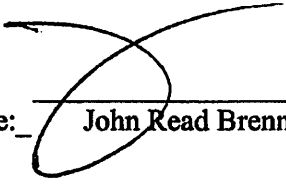
By: 

Name: John Read Brennan

PERSONAL GUARANTY

The undersigned, jointly and severally, absolutely guarantees the full and prompt payment of any and every indebtedness, liability, or obligation of Synergy as set forth herein. In the event of default in payment of any amount due thereunder by Synergy the undersigned promises to pay the full amount of such indebtedness. The liability of the undersigned shall not be affected by the discharge or release of the indebtedness, liability, or obligation of Synergy.

By:

Name:  _____
John Read Brennan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

In re: §
MASTER LENDING GROUP, LLC, § **Chapter 7**
§ **Case No. 23-40569-EJC**
§
Debtor. §

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have served the persons named below by sending a copy of the foregoing Motion for Authority to Compromise Pursuant To Bankruptcy Rule 9019, Notice of Motion to Approve Compromise or Settlement and Opportunity for a Hearing by electronic service or by regular U.S. Mail to the address indicated, in envelopes bearing adequate postage:

Office of the U. S. Trustee
33 Bull Street, Suite 400
Savannah, GA 31401

John A Christy
Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street, NE
Suite 800
Atlanta, GA 30309-4516

And

All Creditors and Parties in Interest receiving notice through the Court's CM/ECF Filing System

This 12th day of January, 2024.

/s/ Tiffany E. Caron
Tiffany E. Caron
Attorney for Chapter 7 Trustee

TIFFANY E. CARON, ESQ.
GA BAR NO. 745089

CHAPTER 7 TRUSTEE
P.O. BOX 711
WEST PALM BEACH, FL 33402
404-647-4917
TIFFANY.CARON@HOTMAIL.COM

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

In re:	§	
	§	Chapter 7
MASTER LENDING GROUP, LLC,	§	Case No. 23-40569-EJC
	§	
Debtor.	§	

**ORDER ON MOTION FOR AUTHORITY TO COMPROMISE
PURSUANT TO BANKRUPTCY RULE 9019**

Chapter 7 Trustee, Tiffany E. Caron (“**Trustee**”), having filed a Motion for Authority to Compromise Claim Pursuant to Bankruptcy Rule 9019 (“**Motion**”), proper notice having been given, and it appearing that such motion should be granted; it is therefore,

ORDERED, ADJUDGED, and DECREED that the Motion filed by the Trustee is granted as follows: The Trustee is hereby authorized to compromise and settle with Synergy Homes of Georgia, LLC (hereinafter “**SHG**”), Synergy Designer Homes, Inc. (hereinafter “**SDH**”) and John Read Brennan (hereinafter “**Brennan**”) (hereinafter, collectively, “**Synergy**”) (altogether, the “**Parties**”) to resolve, by agreement, amounts due from Synergy to the MLG bankruptcy estate, as set forth in the Motion, on the following terms:

- a. Synergy shall pay and the Trustee shall accept, in full satisfaction of the Claims, as defined in the Settlement Agreement between the Parties, against Synergy in this bankruptcy case, the total amount of **\$3,500,000 (the “Settlement Payment”)** to be paid by Synergy on the following schedule:
- i. \$50,000 on or before March 1, 2024;
 - ii. \$200,000 on or before June 1, 2024;
 - iii. \$500,000 on or before December 31, 2024;
 - iv. \$750,000 on or before December 31, 2025;
 - v. \$750,000 on or before December 31, 2026; and
 - vi. \$1,250,000 on or before December 31, 2027 (as reduced by the amount in paragraph vii below). Synergy may pre-pay the amounts due in paragraph (a) at any time.
 - vii. John Read Brennan shall immediately, upon the entry of this Order, cause the withdrawal of or take a loan against the Cash Value in Northwestern Mutual Life Insurance Policy No. ****4437 (Insured: John R Brennan) with an estimated Net Accumulated Value of \$42,207.60, and turn these proceeds over to the Trustee; such payment shall be applied to the total balance due and deducted from the final installment payment in paragraph vi. above and, upon payment in full of the Settlement Payment, the assignment of the policy to the Trustee and/or Master Lending Group shall be relinquished and canceled;
- b. Upon the entry of this Order, the Settlement Agreement in the form attached as Exhibit A to the Motion [Doc. No. 202] and signed by the Trustee and Synergy Homes of Georgia, LLC and Synergy Designer Homes, Inc., which includes the personal guaranty executed by John Read Brennan, is approved by the Court and the Trustee is authorized to execute,

deliver and perform the Settlement Agreement

- c. Upon payment in full of the Settlement Payment, Synergy and the following officers, employees, agents, representatives, managers and members shall be released from liability for the Claims:
- i. John Read Brennan;
 - ii. Timothy M. Brennan;
 - iii. Caroline B. Brennan;
 - iv. Lauren McCraw; and
 - v. Nancy Applebaum
- d. The Trustee, MLG and Synergy shall waive and release all claims against each other and their affiliates as set forth in the Motion and Settlement Agreement.

END OF DOCUMENT

PREPARED BY:

/s/ Tiffany E. Caron
Tiffany E. Caron
GA Bar No. 745089
P.O. Box 711
West Palm Beach, FL 33402
404-647-4917
TIFFANY.CARON@HOTMAIL.COM
Attorney for Chapter 7 Trustee

Consented to by:

/s/ John A. Christy
John A. Christy
GA Bar No. _____
Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street, NE
Suite 800
Atlanta, GA 30309-4516
(404) 681-3450
jchristy@swflp.com
*Attorney for Synergy Homes of Georgia, LLC
Synergy Designer Homes, Inc. and John Read Brennan*