

IT IS ORDERED as set forth below:



Date: March 11, 2024

Edward J. Coleman, III
Chief United States Bankruptcy Court Judge

**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.] 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. 125518
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*