

# EXHIBIT A

## SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, September 23, 2010, October 29, 2012, March 7, 2013, and May 24, 2013 the Court in Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for Scoop Capital, LLC; Scoop Management, Inc.; Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P. ("Valhalla"); Valhalla Management, Inc.; Victory IRA Fund, LTD; Victory Fund, LTD ("Victory Fund"); Viking IRA Fund, LLC; Viking Fund, LLC ("Viking Fund"); Viking Management, LLC; Venice Jet Center, LLC; Tradewind, LLC; Laurel Mountain Preserve, LLC; Laurel Preserve, LLC; Laurel Mountain Preserve Homeowners Association, Inc.; Marguerite J. Nadel Revocable Trust UAD 8/2/07; Guy-Nadel Foundation, Inc.; Lime Avenue Enterprises, LLC; A Victorian Garden Florist, LLC; Viking Oil & Gas, LLC; Home Front Homes, LLC; Traders Investment Club; Summer Place Development Corp.; Respiro, Inc.; and Quest Energy Management Group, Inc. (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver sued The Carrswold Partnership (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. The Carrswold Partnership, Case No. 8:10-cv-212-T-17MAP (M.D. Fla) (the "Carrswold Action") seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities in excess of the Defendant's investment in one or more of the Receivership Entities. Pursuant to a court order, the claims asserted in the Carrswold Action were compelled to arbitration, and the Carrswold Action was stayed pending completion of arbitration; and

WHEREAS, the Defendant invested in Victory Fund, Valhalla, and Viking Fund, and to date the Receiver has only initiated an arbitration against the Defendant with respect to monies it received in connection with and in excess of its investment in Victory Fund in a matter styled Burton W. Wiand v. The Carrswold Partnership, AAA Case No 33 512 Y 00234 12 (“Victory Fund Arbitration”). The Victory Fund Arbitration does not involve any claims relating to the Defendant’s investment in Valhalla or Viking Fund, and the Receiver’s claims in court relating to the amounts the Defendant received as a result of its investments in Valhalla and Viking are currently stayed as of the date of this agreement.

WHEREAS, the Receiver and the Defendant wish to amicably resolve matters relating to the Defendant’s investment in Victory Fund; and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, the Defendant and the Receiver agree and acknowledge that this settlement agreement does not relate to, and specifically excludes, any and all claims relating to investments by The Carrswold Partnership in any Receivership Entity except for Victory Fund; and

WHEREAS, any resolution of the Victory Fund Arbitration by agreement of the Receiver and the Defendant is subject to approval by the Court presiding over the SEC Receivership Action (the “SEC Receivership Court”);

NOW, THEREFORE, and subject to the approval of the SEC Receivership Court, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$990,771.11 to be paid as follows: (1) a first payment of \$148,615.67 to be paid within 14 days after approval of this settlement by the SEC Receivership Court; and (2) a second and final

payment of \$842,155.44 to be paid within 180 days after approval of this settlement by the SEC Receivership Court.

Upon receipt and clearing of this full settlement payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged the Defendant of and from the any and all claims asserted in the Victory Fund Arbitration, or which could have been asserted in the Victory Fund Arbitration with respect to the Defendant's investment in Victory Fund. This release does not include any claims that were raised or may be raised against Defendant in connection with its receipt of monies from any other Receivership Entity, including but not limited to, Valhalla and Viking. It is the specific intention of the parties to only release the Receiver's claims against Defendant with respect to the monies it received from Victory Fund as set forth in Exhibit A to the Statement of Claim filed in the Victory Fund Arbitration, which is incorporated herein by reference.

In further consideration of the release of claims described above, the Defendant warrants that \$990,771.11 is the total amount of money or value the Defendant received from Victory Fund in excess of the Defendant's investment made in Victory Fund, and the Defendant agrees to waive and does hereby waive any claim that it has, had, or hereafter may have against the Receiver and/or the Receivership Entities.

The Receiver and the Defendant understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sum and waivers of claims are in full accord and satisfaction of and in compromise of disputed

claims, and the payment and waivers are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, the Receiver will promptly move to dismiss the Victory Fund Arbitration with prejudice. To the extent necessary, the Defendant agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement and following any such approval, in securing the dismissal of the Victory Fund Arbitration. The Defendant understands and agrees that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

In the event Defendant fails to make any payment hereunder as provided by this Settlement Agreement, Defendant hereby consents to the immediate entry of a Judgment, upon the filing of an affidavit from the Receiver certifying failure of payment. Defendant further agrees and consents to the Receiver seeking such judgment by motion filed in the Carrswold Action. Defendant acknowledges and agrees that such Judgment will be for \$990,771.11, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and the Defendant agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division, and the Defendant specifically waives any right it may have to arbitrate any matter relating to or covered by this Settlement Agreement.

Counsel for the Receiver is expressly authorized to sign this agreement on behalf of the Receiver. The Receiver and the Defendant also agree that electronically transmitted copies of signature pages will have the full force and affect of original signed pages.

In witness whereof the parties have set their hands as of the dates indicated.

By: Ellen Schwab  
As authorized representative of  
The Carrswold Partnership

Burton W. Wiand  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 6/26/13

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