

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 Management, Inc.; Victory IRA Fund, LTD; Victory Fund, LTD; Viking IRA Fund, LLC; Viking Fund, LLC; 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; Respiro, Inc.; Summer Place Development Corporation; and Quest Energy Management Group, Inc. (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver sued Anne Nadel Walbridge (the “**Defendant**”) in an action styled Burton W. Wiand, as Receiver v. Anne Nadel, Case No. 8:12-cv-2532-T-23TGW (M.D. Fla.) (the “**Anne Nadel Action**”), seeking to recover real property located in Marshfield, Vermont at 3343 U.S. Route 2 (the “**3343 Property**”) and 3353 U.S. Route 2 (the “**3353 Properties**”) (the 3343 Property and the 3353 Property are collectively referred to as the “**Vermont Properties**”) and transfers for expenses relating to the Vermont Properties in the amount of \$28,000 and other transfers in the amount of over \$400,000 received by the Defendant from Arthur Nadel and/or entities controlled by him (the “**Settled Claims**”); and

WHEREAS, the Receiver and the Defendant desire to resolve the Anne Nadel Action;
and

WHEREAS, any resolution of this action 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, the Defendant and the Receiver have agreed to the following in full settlement of the Settled Claims:

(1) Transfer by the Defendant to the Receiver of title to the Vermont Properties (including all structures presently located on the Vermont Properties). Defendant represents and warrants that the Defendant holds such title free and clear of any encumbrance, lien, or claim except for one encumbrance arising from failure to fully satisfy real property tax obligations on the Vermont Properties for 2012. The Defendant agrees that such title shall be transferred by operation of an Order approving this settlement by the SEC Receivership Court, but nevertheless the Defendant agrees to execute one or more quitclaim deeds and any other documents and take any other steps that are reasonably necessary to transfer such title to the Receiver and to cure any deficiency in the title to the Vermont Properties resulting from Geoffrey Nadel’s death;

(2) Despite the transfer of title addressed in paragraph (1) above, the Defendant will have the right to remain in the Vermont Properties for 150 days after the date this settlement agreement is approved by the SEC Receivership Court. The Receiver agrees that he will remain responsible for all real property tax obligations on the Vermont Properties for 2013, but the Defendant will remain responsible for all other costs and expenses for maintaining the

Vermont Properties until the Defendant and all persons affiliated with the Defendant vacate the Vermont Properties. Except for normal wear and tear, the Defendant agrees not to take any steps to damage or otherwise decrease the value of the Vermont Properties; and

(3) Payment by the Receiver to the Defendant of (a) \$10,000 and (b) an additional \$1,500 for payment of outstanding real property tax obligations on the Vermont Properties for 2012 to be paid as follows: Within three business days following the SEC Receivership Court's approval of this settlement agreement and the Receiver's receipt of the fully executed quitclaim deed(s) mentioned above in paragraph (1), the Receiver agrees to wire \$5,000 to the Defendant's counsel of record in the Anne Nadel Action. Within 20 calendar days after that payment is wired, the Defendant agrees to pay off all outstanding real property tax obligations on the Vermont Properties for 2012 and provide proof of such pay off to the Receiver. The remaining \$6,500 of the payments contemplated in this paragraph will be wired by the Receiver to the Defendant's counsel of record in the Anne Nadel Action within five business days after the Defendant and all persons affiliated with the Defendant vacate the Vermont Properties and the Receiver has confirmed that other than normal wear and tear, the Defendant and other persons affiliated with the Defendant have not taken any steps to damage or otherwise decrease the value of the Vermont Properties.

Upon the conclusion of all obligations and acts contemplated in paragraphs (1), (2), and (3) above, the Receiver, on behalf of the Receivership Entities, shall be deemed to have released and forever discharged the Defendant of and from any and all claims of any nature whatsoever, including but not limited to those asserted, or which could have been asserted, in the Anne Nadel Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendant's and/or Geoffrey Nadel's receipt of any

money and/or real property associated with Arthur Nadel and/or Receivership Entities. Further, upon the conclusion of all obligations and acts contemplated in paragraphs (1), (2), and (3) above, the Defendant shall be deemed to have released, forever discharged, and waived any claim that she had, has, or hereafter may have against the Receiver and/or any Receivership Entities.

The Receiver and the Defendant understand and agree that, subject to the approval of the SEC Receivership Court, the acts agreed to above, the payment of the aforesaid total sum, and the waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of resolving this 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 agreement. If the SEC Receivership Court approves the settlement, following the conclusion of all obligations and acts contemplated in paragraphs (1), (2), and (3) above, the Receiver will promptly move the Court to dismiss the Anne Nadel Action 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 Anne Nadel Action. The Receiver and the Defendant understand and agree that each of them shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

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.

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 effect of original signed pages.

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

By: Anne Nadel Walbridge
Anne Nadel Walbridge

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

Date: June 9, 2013

Date: June 11, 2013