

EXHIBIT A

SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, September 23, 2010, October 29, 2012, and March 7, 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; Summer Place Development Corp.; Respiro, Inc.; and Quest Energy Management Group, Inc. (collectively, the "Receivership Entities"); and

WHEREAS, on February 25, 2013, the Court entered Judgment (the "Judgment") in favor of the Receiver and against Defendants/Judgment Debtors Donald Rowe, individually and in his capacity as Trustee of the Wall Street Digest Defined Benefit Pension Plan ("D. Rowe"), Joyce Rowe ("J. Rowe"), and Carnegie Asset Management, Inc. (collectively, "Defendants" or "Judgment Debtors"), in the amount of \$4,028,385.00. See Burton W. Wiand, as Receiver v. Rowe, et al., Case No. 8:10-cv-245-T-17MAP (M.D. Fla.) ("Rowe Action"); and

WHEREAS, Judgment Debtors have transferred certain of their assets to third parties, including Marianne Bollaci Siegal, as trustee of the Hardin Family Irrevocable Trust u/a/d January 21, 2013 (“Transferee”); and

WHEREAS, Transferee received the following transfers of Judgment Debtors’ assets: (1) an annuity at Jackson National Life Insurance Co., Policy Number 1013222408, purchased on or about March 27, 2013, for the sum of \$400,000.00, paid from assets of Judgment Debtors (“JNL Annuity”); and (2) \$150,000 on or about April 26, 2013, which is currently held in an account at Sabal Palm Bank, together with accrued interest (collectively referred to as the “Transfers”); and

WHEREAS, the \$150,000, plus accrued interest, at Sabal Palm Bank is currently subject to a writ of garnishment (“Writ”); and

WHEREAS, on May 21, 2013, the Receiver filed a motion to commence proceedings supplementary and to implead third parties, including the Hardin Family Irrevocable Trust U/A/D January 21, 2013 into the Rowe Action (“Impleader Motion”), which was granted by the Court on August 8, 2013, to recover assets that were fraudulently transferred by Judgment Debtors to others, including to recover the Transfers to Transferee; and

WHEREAS, the Receiver and the Transferee wish to resolve this matter amicably; and

WHEREAS, the Transferee does not admit any liability; and

WHEREAS, any resolution of this action by agreement of the Receiver and the Transferee are 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, Transferee has agreed to pay and/or turn over the Transfers and the Receiver has agreed to accept on behalf of all Receivership Entities such payment and/or asset transfers (collectively, "Settlement Amount") as follows:

(1) Transferee agrees to the entry of Final Judgment of Garnishment against Sabal Palm Bank with respect to the \$150,000, plus accrued interest, which is currently subject to the Writ; and

(2) Upon entry of an order approving this settlement, Transferee shall be deemed to have transferred, assigned, and conveyed all rights, interest, and ownership of the JNL Annuity to the Receiver, which as of the date of this agreement has a value of approximately \$390,000, and Transferee further agrees to execute any documents necessary and to reasonably cooperate with the Receiver to further memorialize such transfer, assignment, and conveyance of the JNL Annuity to the Receiver.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their present and former employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged the Transferee, individually and as Trustee, her agents, attorneys, representatives, and assigns, of and from claims asserted in the Rowe Action relating to the Transfers only. The Receiver and the Transferee acknowledge and agree that this Release only relates to claims against the Transferee relating to the Transfers and specifically excludes (1) any other claims the Receiver has or may have against the Transferee, individually and as Trustee, her agents, attorneys, representatives, and assigns, including but not limited to, claims arising from Transferee's receipt of any other

assets from Judgment Debtors; (2) any claims the Receiver has or may have against Judgment Debtors; and (3) any claims the Receiver has or may have against any other third parties who received transfers from the Judgment Debtors, including but not limited to those named or impleaded in the Rowe Action.

Upon execution of this agreement, the Transferee, individually and as Trustee, her agents, attorneys, representatives, and assigns shall be deemed to have waived any claim that any of them had, has, or hereafter may have against the Receiver and/or any of the Receivership Entities. The Transferee understands and agrees that each party shall bear its own individual costs and attorney's fees incurred in the resolution of this matter.

The Receiver and the Transferee understand and agree that, subject to the approval of the SEC Receivership Court, the receipt and clearing of the Settlement Amount and the release and waiver of claims as provided herein are in full accord and satisfaction of and in compromise of the Released Claims, and the receipt and clearing of the Settlement Amount, release, and waiver are not an admission of liability, which is expressly denied, but are made solely 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Transferee from the Rowe Action without prejudice. To the extent necessary, the Transferee agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement and following any such approval, in securing its dismissal from the Rowe Action. To the

extent necessary, the Transferee also agrees to assist the Receiver in seeking entry of Final Judgment of Garnishment against Sabal Palm Bank and the transfer of ownership of the JNL annuity to the Receiver.

The Receiver and the Transferee 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. Any dispute that arises with respect to this agreement between the parties hereto shall be submitted to the SEC Receivership Court for summary resolution.

The Receiver and the Transferee 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: Marianne Bellaci Siegal By:
As Authorized Representative of
The Hardin Family Irrevocable Trust

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

Date: 10/22/13

Date: 10/22/2013