

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 Bart Leereveld ("**B. Leereveld**"), Reinhardt D. Damm ("**R. Damm**"), Dencora Services and Management Corporation ("**Dencora**"), and K2 Hideaway, LLC ("**K2 Hideaway**") (B. Leereveld, R. Damm, Dencora, and K2 Hideaway are collectively referred to as "**Defendants**") in an action styled Burton W. Wiand, as Receiver v. Bart Leereveld, Reinhardt D. Damm, Dencora Services and Management Corporation, and K2 Hideaway, LLC, Case No. 12-3774 CA (12th Jud. Cir.) (the "**K2 Hideaway Action**"), seeking the partition of real property located in Charlotte County, Florida at 9400 Little Gasparilla Island, Building K, Unit K2 of the Hideaway Bay Beach Club, Placida (the "**Property**") and

recovery of approximately \$13,000 in payments made by Christopher Moody to K2 Hideaway (the claims asserted by the Receiver in the K2 Hideaway Action are collectively referred to as the "Settled Claims"); and

WHEREAS, the Receiver and Defendants desire to resolve the K2 Hideaway Action; and

WHEREAS, any resolution of this action by agreement of the Receiver and the Defendants 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, Defendants have agreed to pay, and the Receiver has agreed to accept, a total of \$70,000.00 (the "Settlement Amount") in full settlement of the Settled Claims, to be paid as follows: (i) payment by R. Damm of \$35,000 within three (3) days of approval of this settlement by the SEC Receivership Court; and (ii) payment by B. Leereveld of \$35,000 within three (3) days of approval of this settlement by the SEC Receivership Court.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities, shall be deemed to have released and forever discharged Defendants of and from any and all claims asserted, or which could have been asserted, in the K2 Hideaway Action, including but not limited to any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' receipt of monies from Moody and/or the Receivership Entities.

In further consideration of the release of claims described above, the Defendants warrant that \$163,000.00 is the total amount of money or value paid by Moody and/or the Receivership Entities to or for the benefit of Defendants, and the Defendants agree to waive and do hereby

waive any claims that they had, have, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and Defendants understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sum and 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. If the SEC Receivership Court approves the settlement, following receipt and clearing of the full Settlement Amount, the Receiver will promptly move the Court to dismiss the K2 Hideaway Action with prejudice. To the extent necessary, Defendants agree 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 K2 Hideaway Action in accordance with the terms of this agreement. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

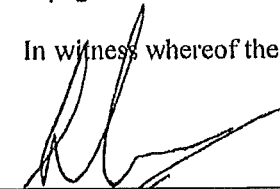
In the event any of the Defendants fail to make payment as provided by this Settlement Agreement, the Defendants hereby consent to the immediate entry of a joint and several Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendants acknowledge and agree that such Judgment will be for the amount of \$70,000, less any payments, plus interest at the legal rate from the date of this agreement and that each of the Defendants shall be jointly and severally liable for the full Judgment amount. The Receiver will notify Defendants in the event that a scheduled payment is not timely received and

Defendants shall have ten (10) days from such notice to cure by remitting the amount owed directly to the Receiver.


The Receiver and Defendants 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 Defendants 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.

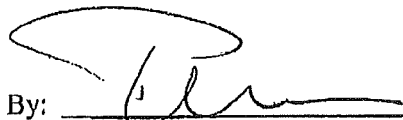
By: 
Reinhardt D. Damm

Date: 11/22/13


By: 
Dencora Services and Management Corporation

Name: REINHARDT DAMM CEO.

Date: 11/22/13

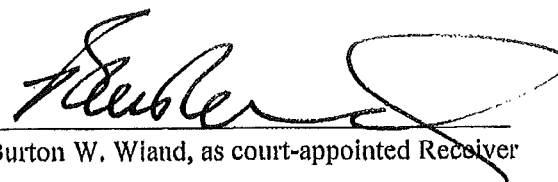
By: 
Bart Leereveld

Date: 11/22/2013

By: 
K2 Hideaway, LLC

Name: BART LEEREVELD Manager

Date: 11/22/2013

By: 
Burton W. Wland, as court-appointed Receiver

Date: 11/23/2013