

COMPOSITE  
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 Harvey A. Gilbert and Deanne E. Gilbert, as Co-Trustees of the Gilbert Family Trust (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Harvey A. Gilbert and Deanne E. Gilbert, as Co- Trustees of the Gilbert Family Trust, Case No. 8:10-cv-171-T-17MAP (M.D. Fla.) (the "Gilbert 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 Gilbert Action were compelled to arbitration, and the Gilbert Action was stayed pending completion of

arbitration. The Receiver initiated an arbitration against the Defendant in a matter styled Burton W. Wiand v. Harvey A. Gilbert and Deanne E. Gilbert, as Co- Trustees of the Gilbert Family Trust et al., JAMS Case No. 1440003884 ("Gilbert Arbitration"); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably; and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, any resolution of the Gilbert Arbitration and Gilbert 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$14,205.17 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Gilbert Arbitration and Gilbert Action, or which could have been asserted in the Gilbert Arbitration and Gilbert 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 investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$25,827.58 is the total amount of money or value the Defendant received

from Receivership Entities in excess of the Defendant's investment, 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Gilbert Action and Gilbert 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 Gilbert Action and Gilbert 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.

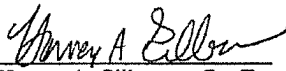
In the event Defendant fails to make any payment hereunder as provided by this Settlement Agreement, Defendant hereby consents to the immediate entry of a Judgment, upon the filing of an affidavit from the Receiver certifying failure of payment. Defendant further agrees and consents to the Receiver seeking such judgment by motion filed in the Gilbert Action or SEC Receivership Court. Defendant acknowledges and agrees that

such Judgment will be for \$25,827.58, less any payments, plus interest at the legal rate from the date of this agreement.

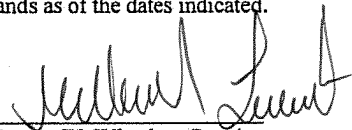
The Receiver and the Defendant agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division, and the Defendant specifically waives any right it may have to arbitrate any matter relating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

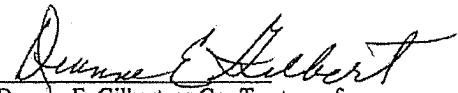
In witness whereof the parties have set their hands as of the dates indicated.

By:   
Harvey A. Gilbert, as Co- Trustees of  
the Gilbert Family Trust

Date: 12/11/2013

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

Date: 12/20/13

By:   
Deanne E. Gilbert, as Co- Trustees of  
the Gilbert Family Trust

Date: \_\_\_\_\_

### 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 Mark Munson, Melinda Munson, and the Munson Family Partnership, Ltd. (collectively referred to as the "Defendants") in actions styled Burton W. Wiand, as Receiver v. Munson, et al., Case No. 8:10-cv-206-T-17MAP (M.D. Fla.); and Burton W. Wiand, as Receiver v. Munson Family Partners, Ltd., Case No. 8:10-cv-221-T-17MAP (M.D. Fla.) (collectively the "Munson Actions") seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities in excess of the Defendants' investment in one or more of the Receivership Entities. Pursuant to a court order, the claims asserted in the Munson

Actions were compelled to arbitration, and the Munson Actions were stayed pending completion of arbitration. The Receiver initiated an arbitration against the Defendants in a matter styled Burton W. Wiand v. Munson, et al., JAMS Case No. 1440003884 ("Munson Arbitration"); and

WHEREAS, the Receiver and Defendants wish to resolve these matters amicably; and

WHEREAS, the Defendants do not admit any liability; and

WHEREAS, any resolution of the Munson Arbitration and Munson Actions 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 \$511,313.51, which constitutes funds and value designated as ordinary income of the Defendants, to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Defendants of and from the any and all claims asserted in the Munson Arbitration and Munson Actions, or which could have been asserted in the Munson Arbitration and Munson Actions, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendants warrant that \$929,660.93 is the total amount of money or value of ordinary income the Defendants received from Receivership Entities in excess of the Defendants' investment, and the Defendants agree to waive and do hereby waive any claim that they have, had, or hereafter may have against the Receiver and/or the Receivership Entities.

In further consideration of the Receiver's release of claims as described above, Defendants, jointly and severally, agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among the Defendants in connection with this settlement.

The Receiver and the Defendants 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Munson Actions and Munson Arbitration with prejudice. To the extent necessary, the 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 Munson Actions and Munson Arbitration. 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 Defendants fail to make any payment hereunder as provided by this Settlement Agreement, 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. Defendants further agree and consent to the Receiver seeking such judgment by motion filed in the Munson Actions or SEC Receivership Court. Defendants acknowledge and agree that such Judgment will be for \$929,660.93, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and the 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, and the Defendants specifically waive any right they 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 Defendants 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: Mark Munson  
Mark Munson

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

Date: 12-19-13

Date: 12/20/13

By: Melinda Munson  
Melinda Munson

Date: 12/19/13

By: Mark Munson  
As authorized representative of the  
Munson Family Partners, Ltd.

Date: 12-19-13

## 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 Peter and Katherine Roby (the "Defendants") in an action styled Burton W. Wiand, as Receiver v. Roby, et al., Case No. 8:10-cv-071-T-17MAP (M.D. Fla.) (the "Roby 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 Defendants' investment in one or more of the Receivership Entities. Pursuant to a court order, the claims asserted in the Roby Action were compelled to arbitration, and the Roby Action was stayed pending completion of arbitration. The Receiver initiated an arbitration against the Defendants in a matter styled Burton W. Wiand v. Roby, et al., JAMS Case No. 1440003884 ("Munson Arbitration"); and

WHEREAS, the Receiver and Defendants wish to resolve these matters amicably; and

WHEREAS, the Defendants do not admit any liability; and

WHEREAS, any resolution of the Roby Arbitration and Roby 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 \$51,802.09 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Defendants of and from the any and all claims asserted in the Roby Arbitration and Roby Action, or which could have been asserted in the Roby Arbitration and Roby Actions, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendants warrant that \$94,185.62 is the total amount of money or value the Defendants received from Receivership Entities in excess of the Defendants' investment, and the Defendants agree to waive and do hereby waive any claim that they have, had, or hereafter may have against the Receiver and/or the Receivership Entities.

In further consideration of the Receiver's release of claims as described above, Defendants, jointly and severally, agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among the Defendants in connection with

this settlement.

The Receiver and the Defendants 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.

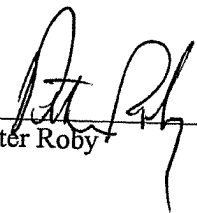
After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Roby Action and Roby Arbitration with prejudice. To the extent necessary, the 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 Roby Action and Roby Arbitration. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

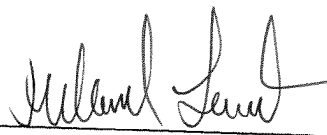
In the event Defendants fail to make any payment hereunder as provided by this Settlement Agreement, Defendants hereby consent to the immediate entry of a joint and several Judgment, upon the filing of an affidavit from the Receiver certifying failure of payment. Defendants further agree and consent to the Receiver seeking such judgment by motion filed in the Roby Action or SEC Receivership Court. Defendants acknowledge and agree that such Judgment will be for \$94,185.62, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and the 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, and the Defendants specifically waive any right they 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 Defendants also agree that electronically transmitted copies of signature pages will have the full force and affect of original signed pages.

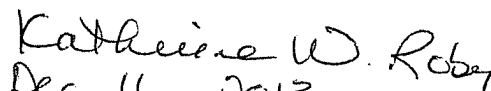
In witness whereof the parties have set their hands as of the dates indicated.

By:   
Peter Roby

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

Date: 12/16/13

Date: 12/20/13

  
By: Dec. 16, 2013  
Katherine Roby

Date: Dec. 16, 2013

## 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 Rodney Nigel Turner (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Turner, Case No. 8:10-cv-123-T-17MAP (M.D. Fla.) (the "Turner 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 Turner Action were compelled to arbitration, and the Turner Action was stayed pending completion of arbitration. The Receiver initiated an arbitration

against the Defendant in a matter styled Burton W. Wiand v. Turner, et al., JAMS Case No. 1440003884 (“Turner Arbitration”); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably;  
and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, any resolution of the Turner Arbitration and Turner 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$413,164.60 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Turner Arbitration and Turner Action, or which could have been asserted in the Turner Arbitration and Turner 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 investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$751,208.37 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant’s investment, and the Defendant

agrees to waive and does hereby waive any claim that he 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Turner Action and Turner 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 Turner Action and Turner 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.

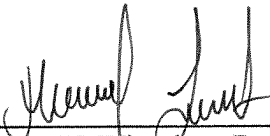
In the event Defendant fails to make any payment hereunder as provided by this Settlement Agreement, Defendant hereby consents to the immediate entry of a Judgment, upon the filing of an affidavit from the Receiver certifying failure of payment. Defendant further agrees and consents to the Receiver seeking such judgment by motion filed in the Turner Action or SEC Receivership Court. Defendant acknowledges and agrees that such Judgment will be for \$751,208.37, 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 he 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:   
Rodney Nigel Turner

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

Date: 12/12/13

Date: 12/20/13



## 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 Louis Wang (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Wang, Case No. 8:10-cv-112-T-17MAP (M.D. Fla.) (the "Wang 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 Wang Action were compelled to arbitration, and the Wang Action was stayed pending completion of arbitration. The Receiver initiated an arbitration against the Defendant in a

matter styled Burton W. Wiand v. Wang, et al., JAMS Case No. 1440003884 (“Wang Arbitration”); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably; and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, any resolution of the Wang Arbitration and Wang 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$75,160.55 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Wang Arbitration and Wang Action, or which could have been asserted in the Wang Arbitration and Wang 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 investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$136,655.54 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant’s investment, and the Defendant

agrees to waive and does hereby waive any claim that he 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.

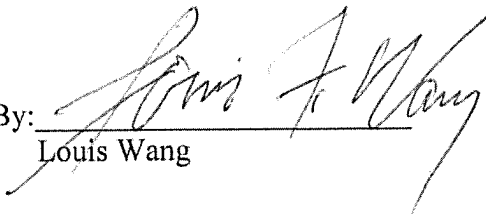
After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Wang Action and Wang 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 Wang Action and Wang 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.

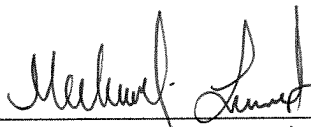
In the event Defendant fails to make any payment hereunder as provided by this Settlement Agreement, Defendant hereby consents to the immediate entry of a Judgment, upon the filing of an affidavit from the Receiver certifying failure of payment. Defendant further agrees and consents to the Receiver seeking such judgment by motion filed in the Wang Action or SEC Receivership Court. Defendant acknowledges and agrees that such Judgment will be for \$136,655.54, 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 he 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:   
Louis Wang

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

Date: Dec 14, 2013

Date: 12 | 20 | 13

**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 Charles A. Hailey (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Charles A. Hailey, Case No. 8:10-cv-096-T-17MAP (M.D. Fla.) (the "Hailey 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 Hailey Action were compelled to arbitration, and the Hailey Action was stayed pending completion of arbitration. The Receiver initiated an

arbitration against the Defendant in a matter styled Burton W. Wiand v. Hailey, et al, JAMS Case No. 1440003885 ("Hailey Arbitration"); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably;  
and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, any resolution of the Hailey Arbitration and Hailey 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$55,253.35 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Hailey Arbitration and Hailey Action, or which could have been asserted in the Hailey Arbitration and Hailey 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 investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$100,460.63 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant's investment, and the Defendant

agrees to waive and does hereby waive any claim that he 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Hailey Action and Hailey 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 Hailey Action and Hailey 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 Hailey Action or SEC Receivership Court. Defendant acknowledges and agrees that such Judgment will be for \$100,460.63, 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 he 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: Charles A. Hailey  
Charles A. Hailey

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

Date: Dec. 13, 2013

Date: 12/20/13



## 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 Paul Swenson (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Swenson, Case No. 8:10-cv-134-T-17MAP (M.D. Fla.) (the "Swenson 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 Swenson Action were compelled to arbitration, and the Swenson Action was stayed pending completion of arbitration. The Receiver initiated an

arbitration against the Defendant in a matter styled Burton W. Wiand v. Swenson, et al, JAMS Case No. 1440003885 (“Swenson Arbitration”); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably; and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, any resolution of the Swenson Arbitration and Swenson 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$27,344.31 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Swenson Arbitration and Swenson Action, or which could have been asserted in the Swenson Arbitration and Swenson 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 investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$49,716.92 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant’s investment, and the Defendant

agrees to waive and does hereby waive any claim that he 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Swenson Action and Swenson 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 Swenson Action and Swenson 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 Swenson Action or SEC Receivership Court. Defendant acknowledges and agrees that

such Judgment will be for \$49,716.92, 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 he 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: Paul R. Swenson  
Paul Swenson

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

Date: 12/12/2013

Date: 12/20/13

## 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 Gregg Weinberg, as Trustee of the Commonwealth Radiology, PC Profit Sharing Plan (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Gregg Weinberg, as Trustee of the Commonwealth Radiology, PC Profit Sharing Plan, Case No. 8:10-cv-097-T-17MAP (M.D. Fla.) (the "Commonwealth 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 Commonwealth Action were compelled to arbitration, and the

Commonwealth Action was stayed pending completion of arbitration. The Receiver initiated an arbitration against the Defendant in a matter styled Burton W. Wiand v. Gregg Weinberg, as Trustee of the Commonwealth Radiology, PC Profit Sharing Plan, et al., JAMS Case No. 1440003885 (“Commonwealth Arbitration”); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably; and

WHEREAS, the Defendant does not admit any liability; and

WHEREAS, any resolution of the Commonwealth Arbitration and Commonwealth 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$24,233.94 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Commonwealth Arbitration and Commonwealth Action, or which could have been asserted in the Commonwealth Arbitration and Commonwealth 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

investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$44,061.70 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant's investment, 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.

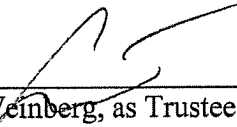
After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Commonwealth Action and Commonwealth 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 Commonwealth Action and Commonwealth 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 Commonwealth Action or SEC Receivership Court. Defendant acknowledges and agrees that such Judgment will be for \$44,061.70, less any payments, plus interest at the legal rate from the date of this agreement.

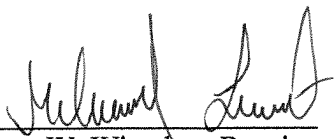
The Receiver and the Defendant agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division, and the Defendant specifically waives any right it may have to arbitrate any matter relating 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:   
Gregg Weinberg, as Trustee of the  
Commonwealth Radiology, PC Profit  
Sharing Plan

Date: 12/13/13

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

Date: 12/20/13



## 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 John D. Whitlock, as Trustee of the W.W. Whitlock PC Pension Trust and W.W. Whitlock Foundation (collectively referred to as the "Defendants") in actions styled Burton W. Wiand, as Receiver v. John D. Whitlock, as Trustee of the W.W. Whitlock PC Pension Trust, Case No. 8:10-cv-180-T-17MAP (M.D. Fla.) and Burton W. Wiand, as Receiver v. W.W. Whitlock Foundation, Case No. 8:10-cv-125-T-17MAP (M.D. Fla.) (collectively the "Whitlock Actions") seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities in excess of the Defendants' investment in one or more of the

Receivership Entities. Pursuant to a court order, the claims asserted in the Whitlock Actions were compelled to arbitration, and the Whitlock Actions were stayed pending completion of arbitration. The Receiver initiated an arbitration against the Defendants in a matter styled Burton W. Wiand v. W.W. Whitlock Foundation, et al., JAMS Case No. 1440003885 (“Whitlock Arbitration”); and

WHEREAS, the Receiver and Defendants wish to resolve these matters amicably; and

WHEREAS, the Defendants do not admit any liability; and

WHEREAS, any resolution of the Whitlock Arbitration and Whitlock Actions 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 \$190,541.38 to be paid within 14 days after approval of this agreement by the SEC Receivership Court or January 10, 2014, whichever is later.

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 Defendants of and from the any and all claims asserted in the Whitlock Arbitration and Whitlock Actions, or which could have been asserted in the Whitlock Arbitration and Whitlock Actions, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants’ investment in any product, fund,

entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendants warrant that \$346,438.87 is the total amount of money or value the Defendants received from Receivership Entities in excess of the Defendants' investment, and the Defendants agree to waive and do hereby waive any claim that they have, had, or hereafter may have against the Receiver and/or the Receivership Entities.

In further consideration of the Receiver's release of claims as described above, Defendants, jointly and severally, agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among the Defendants in connection with this settlement.

The Receiver and the Defendants 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, following receipt and clearing of the payment called for above, the Receiver will promptly move to dismiss the Whitlock Actions and Whitlock Arbitration with prejudice. To the extent necessary, the 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

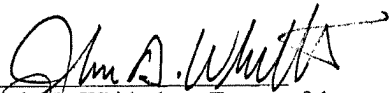
the Whitlock Actions and Whitlock Arbitration. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

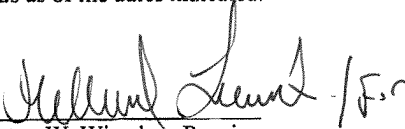
In the event Defendants fail to make any payment hereunder as provided by this Settlement Agreement, Defendants hereby consent to the immediate entry of a joint and several Judgment, upon the filing of an affidavit from the Receiver certifying failure of payment. Defendants further agree and consent to the Receiver seeking such judgment by motion filed in the Whitlock Actions or SEC Receivership Court. Defendants acknowledge and agree that such Judgment will be for \$346,438.87, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and the 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, and the Defendants specifically waive any right they 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 Defendants 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:   
John D. Whitlock, as Trustee of the  
W.W. Whitlock PC Pension Trust and  
as authorized representative of W.W.  
Whitlock Foundation

 /F.R  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 12/16/13

Date: 12/20/13