

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

ARTHUR NADEL,  
SCOOP CAPITAL, LLC,  
SCOOP MANAGEMENT, INC.,

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

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, AND  
VIKING MANAGEMENT, LLC.

Relief Defendants.

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**ORDER**

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Private Sale of the Assets of Tradewind, LLC. (the "Motion") (Dkt. \_\_\_\_). Upon due consideration of the Receiver's powers as set forth in the Order Appointing Receiver (Dkt. 8), the Orders Reappointing Receiver (Dkts. 140, 316, 493, 935 and 984), and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The Court finds that the transaction reflected in the Asset Purchase Agreement attached to the Motion is in the best interest of the Receivership estate for the reasons detailed in the

Motion. The Court finds that the Receiver has substantially complied with the provisions of 28 U.S.C. § 2001.

Furthermore, the Agreement Regarding Claims and Obligations entered into between the Receiver and Synovus Bank a/k/a Bank of North Georgia f/k/a Bank of Coweta is approved in all respects. In light of the fact that the only known claim, lien, or encumbrance relating to the Receivership estate's control of Tradewind, LLC is being resolved as described in the Motion, and in light of the fact that the Receiver has complied with 28 U.S.C. § 2001(b) by publishing notice of the sale in the Newnan Times Herald on January 23, 2014 and has not received any bona fide offer as described in 28 U.S.C. § 2001(b) as of the date of the filing of the Motion, in lieu of a hearing on the Motion, the filing of the Motion in the Court's public docket and its publication on the Receivership's website and in the Newnan Times Herald provided sufficient notice and opportunity for any interested party to be heard in accordance with 28 U.S.C. § 2001(b).

The Court specifically approves the sale of the assets of Tradewind, LLC to E4 Holdings, LLC as provided for in the Asset Purchase Agreement attached as Exhibit 2 to the Motion. The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances the assets of Tradewind, LLC to E4 Holdings, LLC pursuant to the Asset Purchase Agreement attached as Exhibit 2 to the Motion. As such, all of Tradewind, LLC's interests, rights, and obligations as landlord under the hangar leases described in the Motion are hereby assigned and transferred to E4 Holdings, LLC. E4 Holdings is entitled to all rights, benefits, and interests of Tradewind, LLC in and under the hangar leases and assumes all obligations of Tradewind, LLC thereunder. Furthermore, Tradewind, LLC's interests, rights, and obligations as tenant under the Ground Lease with the Newnan-Coweta Airport Authority as more fully described in the Motion

are hereby assigned and transferred to E4 Holdings, LLC. E4 Holdings is entitled to all rights, benefits, and interests of tenant in the Ground Lease and assumes all obligations of Tradewind, LLC as tenant thereunder.

**DONE** and **ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of \_\_\_\_\_, 2014.

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RICHARD A. LAZZARA  
UNITED STATES DISTRICT JUDGE

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Counsel of Record