

EXHIBIT 2

ASSET PURCHASE AGREEMENT

16/4 THIS ASSET PURCHASE AGREEMENT (the "Agreement"), effective as of January 16, 2014 (the "Effective Date"), by and between E4 HOLDINGS, LLC, a Georgia limited liability company (the "Buyer") and BURTON W. WIAND, as Receiver for Tradewind, LLC, a Delaware limited liability company (the "Seller").

RECITAL

WHEREAS, the United States District Court for the Middle District of Florida, Tampa Division (the "Court"), appointed Burton W. Wiand on January 21, 2009 Receiver over various entities, and on January 27, 2009 appointed Burton W. Wiand as Receiver of Tradewind, LLC and reappointed Burton W. Wiand on June 3, 2009, January 19, 2010, September 23, 2010, October 29, 2012 and March 7, 2013 as Receiver of Tradewind, LLC and various other receivership entities (collectively, the "Receivership"), in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM (the "Action").

WHEREAS, Tradewind, LLC owns thirty (30) airplane T-hangars and a leasehold interest in six (6) box hangars or parcels located at the Newnan-Coweta County Airport in Newnan, Georgia on 115 Airport Road, Newnan, Georgia 30263 more particularly described in Exhibit A attached hereto.

WHEREAS, Tradewind, LLC is the landlord or sublessor under various aircraft hangar subleases and leasehold agreements entered into by and between Seller and various tenants ("Tenants"), who are not parties to this Agreement, for such airplane T-hangars and box hangars or parcels ("Hangar Leases") more particularly described in Exhibit "A" attached hereto.

WHEREAS, Tradewind, LLC is the Lessee of a lease by and between Tradewind, LLC and Newnan-Coweta Airport Authority (the "Airport Authority") dated June 1, 2004 (the "Ground Lease") pursuant to a Bill of Sale and Assignment dated February 1, 2007 between Pegasus Associates, LLC and Tradewind, LLC (collectively, the "Assets") more particularly described in Exhibit "A" attached hereto.

WHEREAS, Seller desires to sell and Buyer desires to purchase the Assets pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

OPERATIVE TERMS

1. Sale and Transfer of Assets.

(a) Seller shall sell, transfer, and deliver to Buyer, pursuant to the Order (as defined herein) from the Court, and Buyer shall purchase from Seller all of the Seller's rights, title, and interest in the Assets described in Exhibit "A", free and clear of all liens, claims, encumbrances, and restrictions as specified in the Order.

(b) The Assets are sold on an "as is" "where is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without recourse, express or implied, of any type, kind, character or nature, save and except the express representations and warranties set forth in this agreement.

2. Contingencies. This Agreement is contingent only upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving: (1) the sale of the Assets described in Exhibit "A" to Buyer free and clear of all liens, claims, encumbrances, and restrictions; (2) the transfer all of Tradewind, LLC's right, title and interest in and to the Ground Lease and Hangar Leases to the Buyer via assignment and assumption in substantially the form as Exhibit "C" attached hereto; and (3) Buyer's quiet enjoyment of the Ground Lease and Hangar Leases assigned to and assumed by Buyer (collectively, the "Contingencies").

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Assets shall be the sum of One Million Two Hundred Thousand and No/100 (\$1,200,000.00) (the "Purchase Price") in cash or its equivalent at the Closing (hereinafter defined). The Purchase Price shall be the net amount the Seller shall receive at the closing. In no event shall Seller receive less than \$1,200,000.00 for the sale of the Assets.

4. Earnest Money Deposit. Within three (3) days of the execution of this Agreement by both parties hereto, the Buyer will deposit with the Escrow Agent the sum of Ten Thousand and no/100 Dollars (\$10,000.00) in readily available funds as an earnest money deposit ("Earnest Money Deposit"). Buyer and Seller mutually agree that Wiand Guerra King P.L. shall serve as the Escrow Agent. The Earnest Money Deposit shall be applied at Closing to the Purchase Price to be paid to Seller by Buyer at the Closing. The terms of this Agreement shall serve as the escrow instructions for this transaction.

(a) Buyer hereby acknowledges and agrees that the Earnest Money Deposit becomes nonrefundable on the date the Court enters an Order in substantially the form as Exhibit "B" approving the sale of the Assets to Buyer.

(b) In the event that Seller cannot satisfy the Contingencies within thirty (30) days from the date of the issuance of the Order (the "Contingencies Period"), or otherwise unable to conclude the transaction contemplated hereunder, Seller shall return

9. Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants to Buyer as follows:

(a) Valid and Enforceable Agreement. This Agreement constitutes a valid and binding agreement of the Seller enforceable in accordance with its terms.

(b) Title.

(i) Seller acquired title to the Assets described in Exhibit "A", and with the approval of the Court, the Assets shall be sold to Buyer as evidenced by the Bill of Sale, substantially in the form attached hereto as Exhibit "E", free and clear of all liens, claims, encumbrances, and restrictions.

(ii) The Assets are sold on an "as is" "where is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without recourse, express or implied, of any type, kind, character or nature, save and except the express representations and warranties set forth in this agreement.

(c) Assignment of the Ground Lease and Hangar Leases. The Order from the Court shall specifically grant Buyer quiet enjoyment of the Ground Lease between Tradewind, LLC and the Airport Authority, and Hangar Leases between Tradewind, LLC and each Tenant, which shall all be assigned from Tradewind, LLC to and assumed by Buyer as the lessee/sublessor at Closing.

(d) Authority. The execution, delivery, and performance of this Agreement and any documents incidental thereto, and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Court, and Seller has all requisite corporate powers and authority to consummate this transaction.

(e) General. None of the representations or warranties by Seller in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make statements or facts contained therein not misleading.

10. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly organized and validly existing and is in good standing under the laws of the State of Georgia.

(b) Assumption of the Ground Lease and Hangar Leases. Buyer expressly agrees to assume and perform all of the duties as required under the Ground and Hangar Leases.

(c) Authority. The execution, delivery, and performance of this Agreement and any documents incidental thereto, and the consummation of the transactions

contemplated hereby have been duly authorized and Buyer has all requisite corporate powers and authority to consummate this transaction.

(d) Valid and Enforceable Agreement. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby violates or conflicts with the Articles of Organization or Operating Agreement of Buyer or, subject to obtaining necessary consents, any agreement or other restriction of any kind or character to which Buyer is a party or by which Buyer is bound.

(e) Due Diligence. Buyer has conducted and completed any and all due diligence it deems or deemed necessary prior to completing the purchase contemplated herein and Buyer has reviewed all leases, subleases and leasehold agreements relating to this Agreement.

(f) Absence of Warranties from Seller. Buyer acknowledges that Seller has made no warranties with respect to the Assets including the validity of any leases, subleases and/or leasehold agreements relating to this Agreement. Buyer is purchasing the Assets on an "as is" "where is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Assets for any use, and without recourse, express or implied, of any type, kind, character or nature, save and except the express representations and warranties set forth in this agreement.

(g) General. None of the representations or warranties by Buyer in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make statements or facts contained therein not misleading.

11. Expenses and Taxes. Each party hereto shall pay its own expenses and costs incident to the preparation of this Agreement and the consummation of the transactions contemplated hereby, including but are not limited to, attorney fees. If any portion of the transactions to be effected pursuant hereto shall be determined to be subject to sales or use or any other taxes, Buyer shall be liable therefore and shall promptly pay the same. Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Assets shall be shall be prorated as of the date of Closing, based upon an actual 365 day year, as is customary. Meters for all public utilities (including water) being used by Tradewind, LLC for the operation of the Assets shall be ordered read on the day prior to closing.

12. Amendments. This Agreement may only be amended or modified by written instrument executed by the Parties.

13. Notices. Any notice, request, information or other document to be given hereunder to any parties by any other party shall be in writing and shall have been deemed to have been given (i) when personally delivered, sent by facsimile (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless

another is specified in writing, notices, demands and communications to Seller and Buyer shall be sent to the addresses indicated below:

(a) If as to Seller:

Burton W. Wiand, as Receiver for Tradewind, LLC
c/o Wiand Guerra King P.L.
5505 Gray Street
Tampa, Florida 33609
Attention: Jeffrey C. Rizzo

(b) If as to Buyer:

E4 Holdings, LLC
P.O. Box 1197
Newnan, Georgia 30264

Copy to:

George C. Rosenzweig, Esq.
Rosenzweig, Jones, Horne & Griffis, P.C.
P.O. Box 220
Newnan, GA 30264

Any party may change the address to which notices hereunder are to be sent by giving written notice of such change of address as provided above.

14. Waiver. No waiver by either party hereto of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

15. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the Parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

16. Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original.

17. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors, and assigns.

18. Entire Agreement. This Agreement and the instruments delivered pursuant hereto constitute the entire agreement between the Parties hereto and supersede all prior written agreements and understanding, oral or written, between the Parties relating to the subject matter hereof.

19. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia. Buyer and Seller hereby agree (i) that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBMIN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to the exclusion of any other court, and (ii) to irrevocably submit to the exclusive jurisdiction of the UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

20. Remedy. In the event that the Court does not approve of the sale of the Assets, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyer acknowledges and agrees that its sole and exclusive remedy is to seek return of the Deposit from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

21. Indemnification. Buyer expressly acknowledges and agrees that Seller provides NO indemnification from and against any loss, claim and/or damage arising under any circumstance related to the Assets or this Agreement, and that Section 20 sets forth the Buyer's sole and exclusive remedy under this Agreement.

22. Broker's Commissions. Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions by any party, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the consummation of the transactions contemplated hereby.

23. Survival of Representations and Warranties. All of the respective representations and warranties of the Parties to this Agreement shall survive the consummation of the transactions contemplated hereby.


24. Further Assurances. Buyer and Seller shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

25. Attorneys' Fees and Costs. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses incurred in the preparation for and in connection with any trial, appeal or bankruptcy proceeding.

IN WITNESS WHEREOF, the Buyer and Seller hereto have caused this Agreement to be duly executed as of the date first above written.

BUYER:

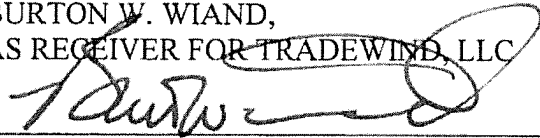
E4 HOLDINGS, LLC



EDWARD C. F. LOUGHLIN, SR. MANAGER
OF E4 HOLDINGS, LLC

SELLER:

BURTON W. WIAND,
AS RECEIVER FOR TRADEWIND, LLC



BURTON W. WIAND, AS RECEIVER
FOR TRADEWIND, LLC

Exhibit A

Assets

1) **The Ground Lease.**

The Lease Agreement (the "Ground Lease") between the Newnan-Coweta County Airport Authority and Pegasus Associates, LLC (said Lease Agreement was assigned to Tradewind, LLC pursuant to a Bill of Sale and Assignment dated February 1, 2007 between Pegasus Associates, LLC and Tradewind, LLC)

2) **Hangar Leases.**¹

a. **T-Hangar Leases (Aircraft Hangar Subleases)**

<u>Hanger</u>	<u>Tenant</u>
T-1	Rick Christopher
T-2	Aviation Enterprises, LLC (Roddy Vaughn)
T-3	Dan Wood
T-4	Prince Aviation Properties, LLC (Allen Prince)
T-5	Bill Fisher
T-6	Specialty Flights (Jim Womack)
T-7	Paul Winkels
T-8	Gregg Kress
T-9	Northstar Aviation (Randy Jackson)
T-10	Millard Farmer
T-11	Falcon Services LLC (David Stoller)
T-12	Allan McClure

¹ Description references are to the drawing attached hereto as Exhibit A-1, the plat by John R. Christopher dated April 27, 2004 as revised for Pegasus Associates Inc. and the Coweta County Airport Authority attached as Exhibit A-2, and the current numbering system in Coweta County, Georgia.

T-13	Ryan Smith
T-14	David A. Desimone, LLC
T-15	Tom and Sandra Mallory
T-16	Air Methods Corporation
T-17	Jeff Thompson
T-18	Aerohaulics LLC (Greg Wallace)
T-19	Classic Aircraft Maintenance (Dan Rexroad)
T-20	Brent MacDonald
T-21	Air Methods Corporation
T-22	Rogers Air, LLC (Kelly Rogers)
T-23	Vacant
T-24	Excel Turbine (Damon Garcia)
T-25	Rogers Air, LLC (Kelly Rogers)
T-26	Vacant
T-27	Bob Laskowski
T-28	Gene Lavine / Charles McLachlan
T-29	Vacant
T-30	Innovative Aviation Services, Inc. (Brian Horsley)
Old Pilot's Lounge	Air Methods Corporation

b. Box Hangar Leases (Leasehold Agreements).

<u>Hanger</u>	<u>Tenant</u>
Building 6	Todd Andersen
Building 7	Vacant
Building 8	Linda Wassenberg
Building 9	Bob Laskowski
Building 10	Marshall & Suzanne Gildermaster
Parcel 3	Brenda Smith

3) Buildings and Related Improvements Sold.²

Building 1 – 172 W. Aviation Way
Newnan, Coweta County Airport
Newnan, Georgia 30263
End Room Office A

- 1) T Hangar 1
- 2) T Hangar 2
- 3) T Hangar 3
- 4) T Hangar 4

² Description references are to the drawing attached hereto as Exhibit A-1, the plat by John R. Christopher dated April 27, 2004 as revised for Pegasus Associates Inc. and the Coweta County Airport Authority attached as Exhibit A-2, and the current numbering system in Coweta County, Georgia.

5) T Hangar 5

6) T Hangar 6

Building 2 – 176 W. Aviation Way
Newnan, Coweta County Airport
Newnan, Georgia 30263
End Room Office D

7) T Hangar 7

8) T Hangar 8

9) T Hangar 9

10) T Hangar 10

11) T Hangar 11

12) T Hangar 12

Building 3 – 180 W. Aviation Way
Newnan, Coweta County Airport
Newnan, Georgia 30263

13) T Hangar 13

14) T Hangar 14

15) T Hangar 15 + end room office E

16) T Hangar 17

17) T Hangar 18

Crew quarters in converted pilot's lounge + expansion area in converted T-16

Building 4 – 184 W. Aviation Way
Newnan, Coweta County Airport
Newnan, Georgia 30263

18) T Hangar 19 + end room office F

19) T Hangar 20

20) T Hangar 21

21) T Hangar 22

22) T Hangar 23

23) T Hangar 24 + end room G

Building 5 – 188 W. Aviation Way
Newnan, Coweta County Airport
Newnan, Georgia 30263

24) T Hangar 25 + end room office suite H

25) T Hangar 26

26) T Hangar 27

27) T Hangar 28

28) T Hangar 29

29) T Hangar 30 + end room office suite I

Building 7 – 220 W. Aviation Way
Newnan, Coweta County Airport
Newnan, Georgia 30263

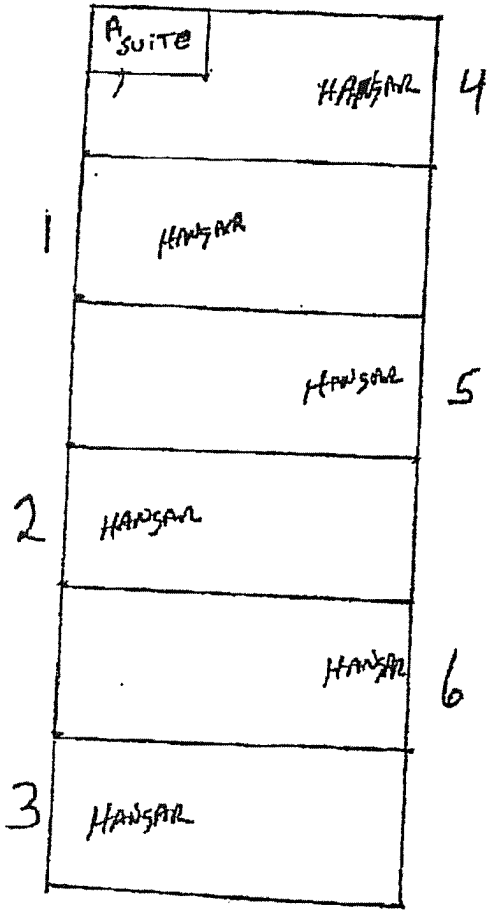
80 X 80 box hangar with attached office suite

4) **Other Assets.**

All assets of Seller including but not limited to furniture, fixtures, equipment, tools and file cabinets, if any, asphalt and concrete ramp areas, and present storm water drainage system

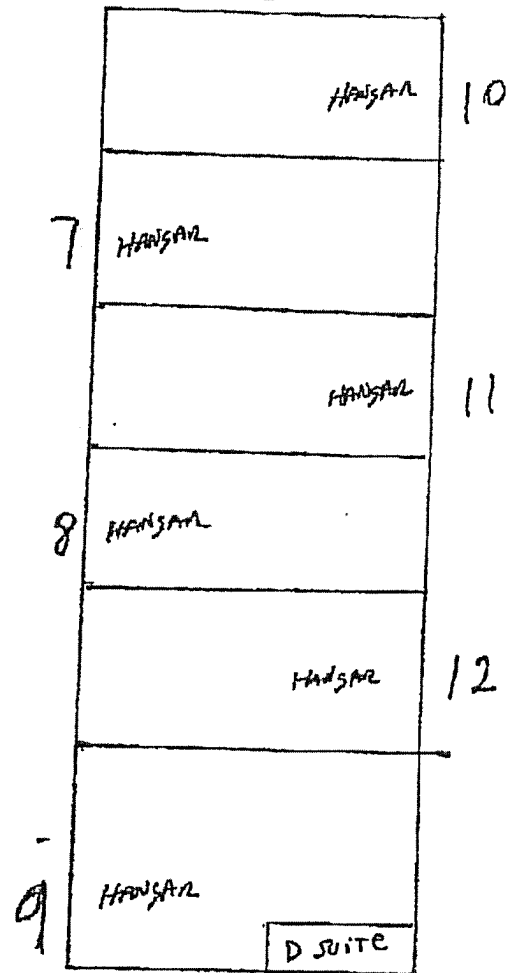
↑ RUNWAY ↑

Building 1



172 W. AVIATION WAY
 NEWNAN-COWETA COUNTY AIRPORT
 NEWNAN, GA. 30263

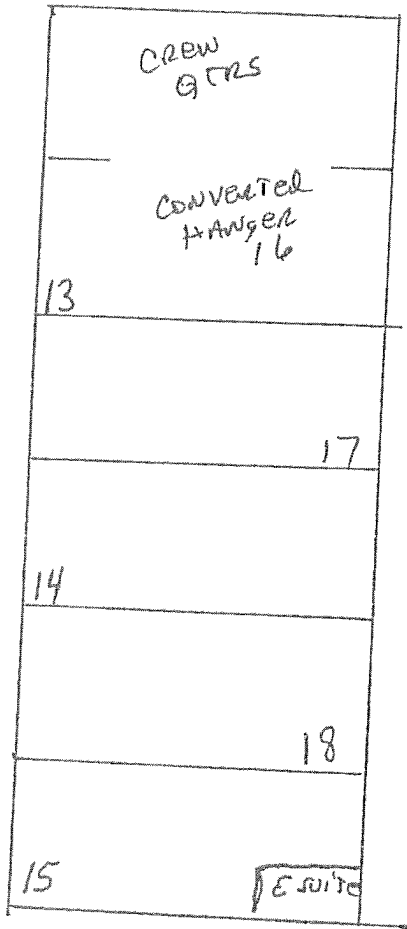
Building 2



176 W. AVIATION WAY
 NEWNAN-COWETA COUNTY AIRPORT
 NEWNAN, GA 30263

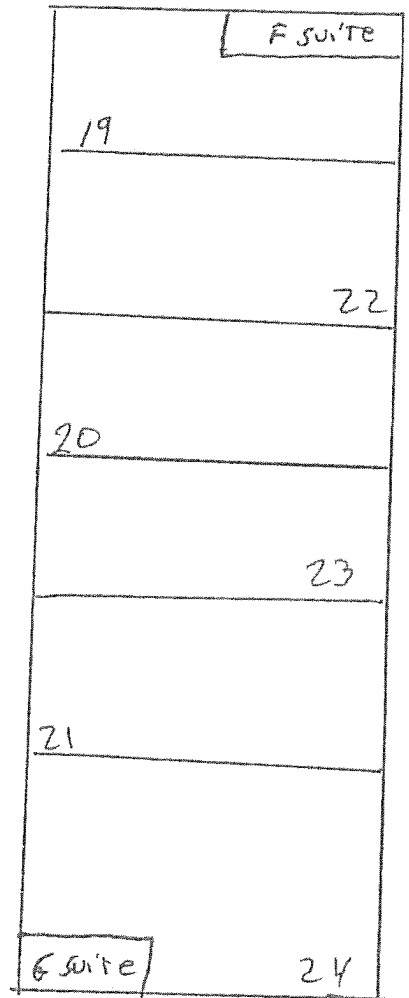
↓ WEST AVIATION WAY
 NEWNAN, GA 30263 ↓

Building #3



180 W. AVIATION WAY
 NEWNAN - COWETA COUNTY AIRPORT
 NEWNAN, GA 30263

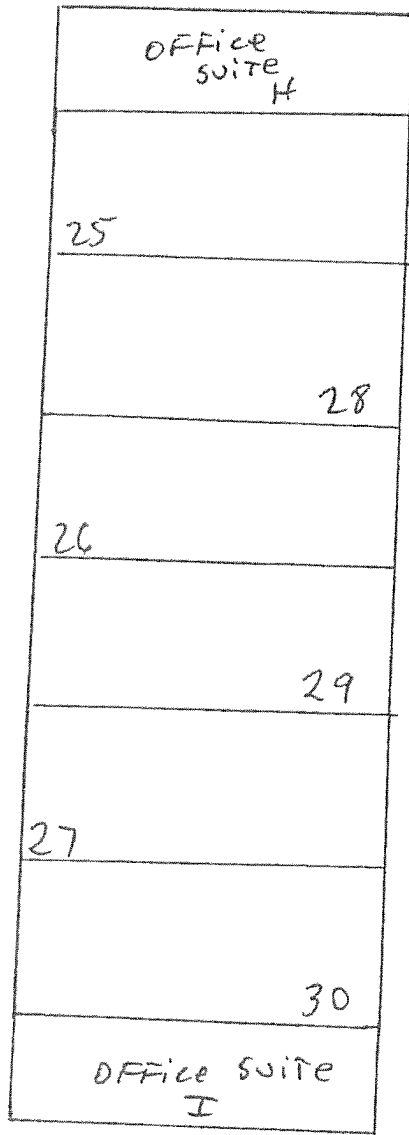
Building #4



184 W. AVIATION WA,
 NEWNAN COWETA COUNTY GA
 NEWNAN, GA 30263

WEST AVIATION WAY
 ↓ ↓

Building #5



BUILDING 7

80 X 80 BOX HANGAR WITH ATTACHED OFFICE SUITE IS SHOWN AS PART OF EXHIBIT A-2

188 WEST AVIATION WAY
NEWNAN COWETA COUNTY AIRPORT
NEWNAN, GA 30263



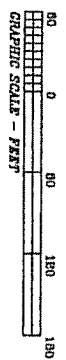
IN ANY OPINION, THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND RECORDS OF THE PLATED PROPERTY AND THE SAME HAS BEEN EXAMINED AND FOUND TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND RECORDS OF THE PLATED PROPERTY AND RECORDS OF THE SAME.

JOHN B. CHRISTOPHER
 GEORGIA PROFESSIONAL ENGINEER
 NO. 11766

I HAVE THIS DAY EXAMINED THE ORIGINAL SURVEY AND RECORDS OF THE PLATED PROPERTY AND FOUND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND RECORDS OF THE PLATED PROPERTY AND RECORDS OF THE SAME.

JOHN B. CHRISTOPHER
 GEORGIA PROFESSIONAL ENGINEER
 NO. 11766

- LEGEND:**
- L.L. - LAND LOT
 - G.A. - ALSO KNOWN AS
 - B.L. - BUILDING LINE
 - R/W - RIGHT-OF-WAY
 - N/P - NOW ON FORMERLY
 - P-P - POWER LINE
 - X-X-X - FENCE
 - S-S-S - SERVICE LINE
 - U.M. - UNFINISHED GARAGE
 - F.F. - FINISHED GARAGE
 - M.H. - MINIMUM FINISHED FLOOR
 - C/L - CENTERLINE



THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED, HAS A CLOSURE PRECISION OF ONE FOOT IN 250,000 FEET AND THE POINTS HAVE BEEN ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE ON BENCHM.

AMPLIPLAN AND LINE AND MEASUREMENTS WERE TOTAL STATION.

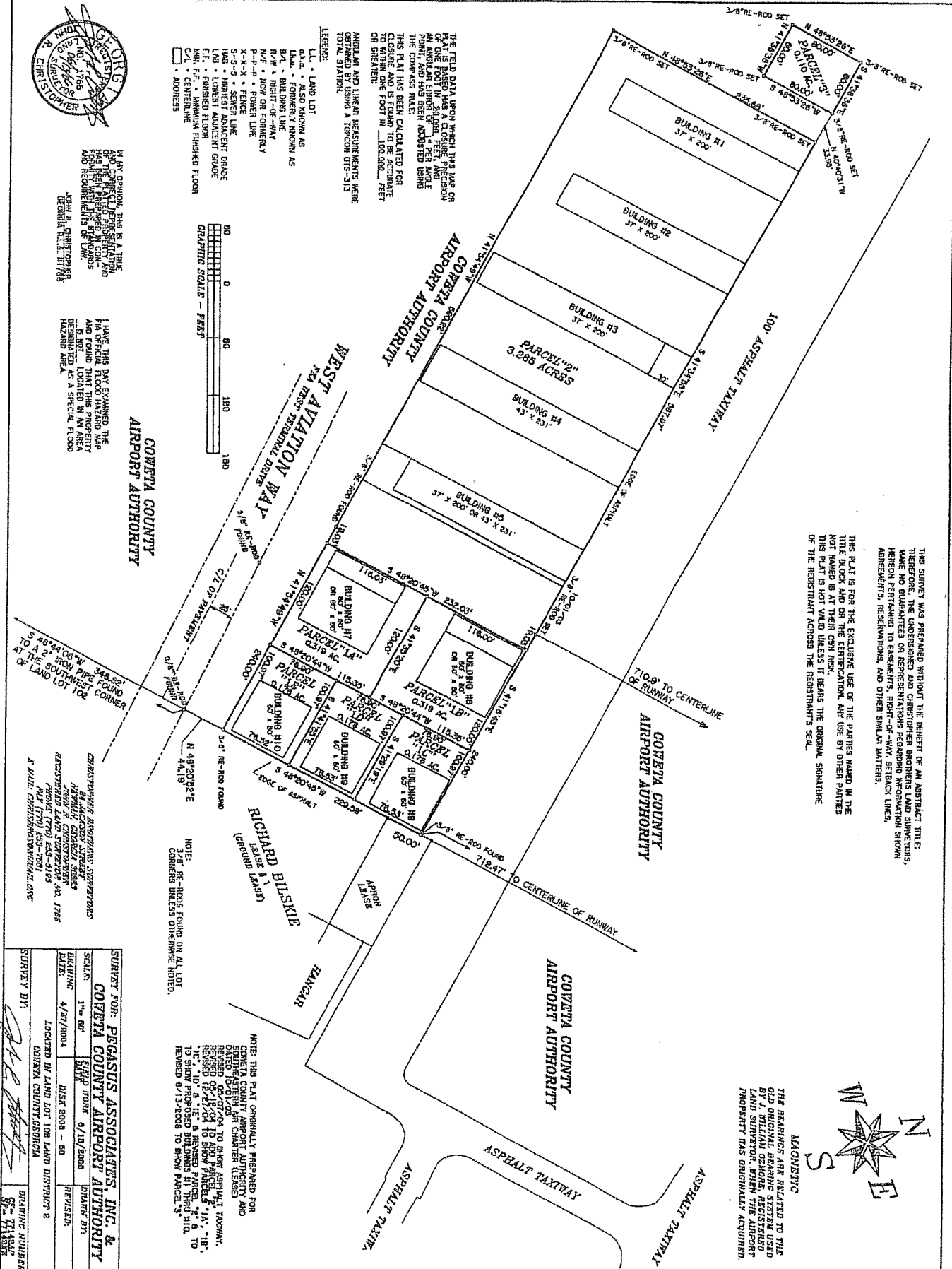
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THE UNDERSIGNED AND CHRISTOPHER BROTHERS LAND SURVEYORS, MAKE NO GUARANTEE OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON EXCEPT TO EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, ABREASTMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND ON THE CERTIFICATION. ANY USE BY OTHER PARTIES NOT NAMED IS AT THEIR OWN RISK. THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE RESTRICTOR ACROSS THE RESTRICTOR'S SEAL.



LAGNOSTIC

THE BEARINGS ARE RELATED TO THE OLD ORIGINAL BEARING SYSTEM USED BY T. WILLIAM OSBORN, REGISTERED LAND SURVEYOR, WHEN THE AIRPORT PROPERTY WAS ORIGINALLY ACQUIRED.



NOTE: RE-TURNS FOUND ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.

NOTE: THIS PLAT ORIGINALLY PREPARED FOR COREYA COUNTY AIRPORT AUTHORITY AND DATED 10/15/2004.

REVISIONS TO SHOW ASPHALT TAXIWAY, REVISIONS TO SHOW PARCELS #1A, #1B, #1C, #1D, #1E, #1F, #1G, #1H, #1I, #1J, #1K, #1L, #1M, #1N, #1O, #1P, #1Q, #1R, #1S, #1T, #1U, #1V, #1W, #1X, #1Y, #1Z, #2A, #2B, #2C, #2D, #2E, #2F, #2G, #2H, #2I, #2J, #2K, #2L, #2M, #2N, #2O, #2P, #2Q, #2R, #2S, #2T, #2U, #2V, #2W, #2X, #2Y, #2Z, #3A, #3B, #3C, #3D, #3E, #3F, #3G, #3H, #3I, #3J, #3K, #3L, #3M, #3N, #3O, #3P, #3Q, #3R, #3S, #3T, #3U, #3V, #3W, #3X, #3Y, #3Z, #4A, #4B, #4C, #4D, #4E, #4F, #4G, #4H, #4I, #4J, #4K, #4L, #4M, #4N, #4O, #4P, #4Q, #4R, #4S, #4T, #4U, #4V, #4W, #4X, #4Y, #4Z, #5A, #5B, #5C, #5D, #5E, #5F, #5G, #5H, #5I, #5J, #5K, #5L, #5M, #5N, #5O, #5P, #5Q, #5R, #5S, #5T, #5U, #5V, #5W, #5X, #5Y, #5Z, #6A, #6B, #6C, #6D, #6E, #6F, #6G, #6H, #6I, #6J, #6K, #6L, #6M, #6N, #6O, #6P, #6Q, #6R, #6S, #6T, #6U, #6V, #6W, #6X, #6Y, #6Z, #7A, #7B, #7C, #7D, #7E, #7F, #7G, #7H, #7I, #7J, #7K, #7L, #7M, #7N, #7O, #7P, #7Q, #7R, #7S, #7T, #7U, #7V, #7W, #7X, #7Y, #7Z, #8A, #8B, #8C, #8D, #8E, #8F, #8G, #8H, #8I, #8J, #8K, #8L, #8M, #8N, #8O, #8P, #8Q, #8R, #8S, #8T, #8U, #8V, #8W, #8X, #8Y, #8Z, #9A, #9B, #9C, #9D, #9E, #9F, #9G, #9H, #9I, #9J, #9K, #9L, #9M, #9N, #9O, #9P, #9Q, #9R, #9S, #9T, #9U, #9V, #9W, #9X, #9Y, #9Z, #10A, #10B, #10C, #10D, #10E, #10F, #10G, #10H, #10I, #10J, #10K, #10L, #10M, #10N, #10O, #10P, #10Q, #10R, #10S, #10T, #10U, #10V, #10W, #10X, #10Y, #10Z, #11A, #11B, #11C, #11D, #11E, #11F, #11G, #11H, #11I, #11J, #11K, #11L, #11M, #11N, #11O, #11P, #11Q, #11R, #11S, #11T, #11U, #11V, #11W, #11X, #11Y, #11Z, #12A, #12B, #12C, #12D, #12E, #12F, #12G, #12H, #12I, #12J, #12K, #12L, #12M, #12N, #12O, #12P, #12Q, #12R, #12S, #12T, #12U, #12V, #12W, #12X, #12Y, #12Z, #13A, #13B, #13C, #13D, #13E, #13F, #13G, #13H, #13I, #13J, #13K, #13L, #13M, #13N, #13O, #13P, #13Q, #13R, #13S, #13T, #13U, #13V, #13W, #13X, #13Y, #13Z, #14A, #14B, #14C, #14D, #14E, #14F, #14G, #14H, #14I, #14J, #14K, #14L, #14M, #14N, #14O, #14P, #14Q, #14R, #14S, #14T, #14U, #14V, #14W, #14X, #14Y, #14Z, #15A, #15B, #15C, #15D, #15E, #15F, #15G, #15H, #15I, #15J, #15K, #15L, #15M, #15N, #15O, #15P, #15Q, #15R, #15S, #15T, #15U, #15V, #15W, #15X, #15Y, #15Z, #16A, #16B, #16C, #16D, #16E, #16F, #16G, #16H, #16I, #16J, #16K, #16L, #16M, #16N, #16O, #16P, #16Q, #16R, #16S, #16T, #16U, #16V, #16W, #16X, #16Y, #16Z, #17A, #17B, #17C, #17D, #17E, #17F, #17G, #17H, #17I, #17J, #17K, #17L, #17M, #17N, #17O, #17P, #17Q, #17R, #17S, #17T, #17U, #17V, #17W, #17X, #17Y, #17Z.

SURVEY FOR: PEGASUS ASSOCIATES, INC. & COREYA COUNTY AIRPORT AUTHORITY	
SCALE: 1" = 60'	DATE: 6/15/2005
DRAWING: 4/27/2004	DRAWN BY: [Signature]
DATE: 4/27/2004	REVISION: [Signature]
LOCATED IN LAND LOT 108 LAND DISTRICT 8 COREYA COUNTY, GEORGIA	
SURVEY BY: [Signature]	DRAWING NUMBER: 05-111422

EXHIBIT A-2

Exhibit B

Court Order

**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.

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Sale of 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 also finds that the Motion includes sufficient grounds for waiving the appraisal requirements of 28 U.S.C. § 2001(b) under the discretion afforded this Court by 28 U.S.C. § 2004. Furthermore, in light of the fact that only known claim, lien, or encumbrance relating to the Receivership estate's holdings of Tradewind, LLC is being resolved as described in 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 provided sufficient notice and opportunity for any interested party to be heard in accordance with 28 U.S.C. § 2001(b).

Thus, 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 ___ 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 ___ to the Motion.

Furthermore, Tradewind, LLC's interests, rights, and obligations as tenant under the Ground Lease between the Newnan-Coweta Airport Authority, as lessor, and Tradewind, LLC, as lessee, dated June 1, 2004, as well as Tradewind, LLC's interests, rights, and obligations as landlord under the various hangar leases, as both are more particularly described in the Motion, are hereby assigned and transferred to E4 Holdings, LLC.

DONE and **ORDERED** in chambers in Tampa, Florida this ____ day of _____, 2014.

RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

Exhibit C

Assignment and Assumption of the Ground Lease and Hangar Leases

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND HANGAR LEASES (the "Assignment") made effective as of _____, 2014, by and between **BURTON W. WIAND, as Receiver for Tradewind, LLC**, a Delaware limited liability company ("Assignor") and **E4 HOLDINGS, LLC**, a Georgia limited liability company ("Assignee").

BACKGROUND

Assignor has been the tenant under that certain Lease ("**Ground Lease**") dated June 1, 2004 with the Newnan-Coweta County Airport Authority (the "**Landlord**"), as Landlord and Assignor for the lease of the premises described therein. Assignor desires to assign the Lease to Assignee, and Assignee is willing to assume all of the obligations of Assignor which arise under the Lease.

Further, Assignor has been the Landlord under that certain Hangar Leases ("**Hangar Leases**") entered into by and between Assignor and various tenants. Assignor became the assignee of some of the Hangar Leases pursuant to a Bill of Sale and Assignment dated February 1, 2007 between Pegasus Associates, LLC and Tradewind, LLC. Assignor desires to assign the Hangar Leases to Assignee, and Assignee is willing to assume all of the obligations of Assignor which arise under the Hangar Leases.

AGREEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby grants, conveys, sells, assigns, transfers, bargains, sets over and delivers unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Ground Lease and Hangar Leases to have and to hold the same unto Assignee for the residue of the unexpired term stated in the Ground Lease and Hangar Leases.

2. Assumption. By execution hereof, Assignee hereby assumes and agrees to perform and carry-out all of Assignor's obligations and responsibilities as landlord/lessor in and to the Ground Lease and Hangar Leases after the date hereof.

3. Representations and Warranties. In connection with the Ground Lease and Hangar Leases, Assignor represents and warrants to Assignee the following:

(a) Assignor has full power and lawful right to grant, convey, sell, assign, transfer, bargain, set over and deliver to Assignee all of its rights, title and interest in and to the Ground Lease and Hangar Leases; and

(b) Assignor has not heretofore transferred, sold, conveyed, assigned, bargained, set over or otherwise disposed of its interest in and to the Ground Lease and Hangar Leases to any other party.

4. Ratification. Except as provided for herein, all terms, covenants, conditions and restrictions under the Ground Lease and Hangar Leases are hereby ratified and confirmed and shall be and remain in full force and effect in accordance with their terms.

5. Attorneys' Fees. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the prevailing party, whether Assignor or Assignee, shall be entitled to recover its reasonable attorneys' fees from the other party.

6. Entire Agreement. This Assignment contains all of the terms and agreements between the parties relating to the subject matter of this assignment of the Ground Lease and Hangar Lease.

7. Notices. Notices permitted or required under this Assignment shall be in writing, signed by the party giving the notice, or his attorney, and shall be: (a) delivered personally, or (b) sent by registered U.S. mail, or certified U.S. mail return receipt requested, or (c) sent by Federal Express or similar overnight air delivery service. Notices shall be sent to the following addresses:

To Assignor:

Burton W. Wiand, as Receiver for Tradewind, LLC
c/o Wiand Guerra King P.L.
5505 Gray Street
Tampa, Florida 33609
Attention: Jeffrey C. Rizzo

To Assignee:

E4 Holdings, LLC
P.O. Box 1197
Newnan, Georgia 30264

Copy to:

George C. Rosenzweig, Esq.
Rosenzweig, Jones, Horne & Griffis, P.C.
P.O. Box 220
Newnan, GA 30264

For purposes of this Assignment, the date of the notice shall be the date of deposit in the U.S. Mail system, with postage prepaid, or the date of delivery to the overnight air delivery service; in the case of notices given by personal delivery, the date of the notice shall be the date it is left at the above address.

8. Parties and Terms. This Assignment shall be binding on and run to the benefit of the heirs, successors and assigns of the parties. The use of any gender shall be deemed to refer to

the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

9. Captions. Headings and paragraph captions in this Assignment are only for convenience of reference, and shall not be considered in interpreting, nor construed to limit, the context or meaning of the text.

10. Amendments. The provisions of this Assignment may not be changed, waived, or terminated except in writing signed by the party against whom enforcement of the change, waiver or termination is sought.

11. Governing Law. This Agreement shall be governed by the laws of Georgia.

12. Authorized Signatory. All parties executing this Assignment are authorized to execute same on behalf of Assignor or Assignee.

THIS ASSIGNMENT IS EXECUTED between the parties as of the date specified at the beginning of this Assignment.

As to

**“ASSIGNOR”
TRADEWIND, LLC**

By: _____
Burton W. Wiand, as Receiver for
Tradewind, LLC

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

As to

**“ASSIGNEE”
E4 HOLDINGS, LLC**

By: _____
EDWARD C. F. LOUGHLIN,
SR. MANAGER OF E4 HOLDINGS,
LLC

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Exhibit D

Consent of Lessor to Assignment of Ground Lease

The Newnan-Coweta Airport Authority, as Lessor, hereby consents to the assignment of The Lease Agreement with Newnan-Coweta County Airport Authority dated June 1, 2004 ("Ground Lease") between it and Tradewind, LLC, hereinafter referred to as Lessee/Assignor, to E4 Holdings, LLC, hereinafter referred to as Assignee. It is noted that Tradewind, LLC became the Lessee under the Ground Lease pursuant to a Bill of Sale and Assignment dated February 1, 2007 between Pegasus Associates, LLC and Tradewind, LLC. Said consent is predicated upon the following terms and conditions:

1. Notwithstanding anything to the contrary contained in the Lease, following the assignment of the Ground Lease by and between Assignor to Assignee, Assignee shall become liable and shall remain liable for the performance of all obligations set forth in the Ground Lease and any extensions thereof.

1. Lessor further agrees that should Assignee fail to abide by any terms and conditions of the Ground Lease, Assignor is not required to retake the premises or assume any of Assignor's original position or obligations as Lessee under the lease in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Lessor has hereunto signed this Consent as of the ____ day of _____, 2014.

NEWNAN-COWETA AIRPORT AUTHORITY

By:

Signed, sealed and delivered

in the presence of:

Print Name: _____

Print Name: _____

Exhibit E

Bill of Sale

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Burton W. Wiand, as Receiver for Tradewind, LLC, a Delaware limited liability company ("Assignor"), hereby sells, transfers, assigns, conveys, grants and delivers to E4 Holdings, LLC, a Georgia limited liability company ("Assignee"), effective as the date hereof, all of Assignor's right, title and interest in and to all of the Assets (as defined in the Asset Purchase Agreement between Assignor and Assignee dated _____, 2014).

2. Representations and Warranties. Assignor hereby covenants with Assignee that: (a) Assignor is the lawful owner of the Assets with the free and unrestricted right to sell the same; (b) the Assets are free and clear of all liens, claims and encumbrances of any nature whatsoever; (c) Assignor warrants and will defend title to the Assets hereby transferred against all claims and demands of all persons whomsoever; and (d) Assignor will execute and deliver such other documents and take such actions as Assignee may reasonably request from time to time to further evidence the transfer of the Purchased Assets as contemplated hereby.

3. Further Actions. Assignor agrees to take all steps reasonably necessary to establish the record of Assignee's title to the Assets and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Assets.

Assignor has executed this Bill of Sale as of _____, 2014.

Burton W. Wiand, as Receiver for
Tradewind, LLC

Burton W. Wiand, as Receiver
for Tradewind, LLC

Exhibit F

Letter to Tenants

_____, 2014

Hangar Tenant

Re: Hangar Lease at Newnan-Coweta County Airport in Newnan, Georgia

Dear Sir or Madam:

This letter is to inform you that in my capacity as the court-appointed Receiver for Tradewind, LLC, I have sold the assets of Tradewind, LLC and have assigned your Aircraft Hangar Sublease to E4 Holdings, LLC. You are hereby directed to make all future payments of rent to:

E4 Holdings, LLC
P.O. Box 1197
Newnan, Georgia 30264
Attn: Edward C.F. Loughlin, Sr. Manager

This change is effective as of the date of this letter. Thank you in advance for your cooperation with the change in the named payee under your lease. If you have any questions, please feel free to contact me at the number listed above.

Very truly yours,

Burton W. Wiand, as Receiver
for Tradewind, LLC

BWW/jcr

cc: E4 Holdings, LLC