

# Exhibit A

## **AGREEMENT RELATING TO PAYMENT OF JUDGMENT**

**WHEREAS**, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, September 23, 2010, October 29, 2012, March 7, 2013 and May 24, 2013 the Court in Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for Scoop Capital, LLC; Scoop Management, Inc.; Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P.; Valhalla Management, Inc.; Viking IRA IRA Fund, LTD; Viking IRA Fund, LTD; Viking IRA Fund, LLC; Viking Fund, LLC; Viking Management, LLC; Venice Jet Center, LLC; Tradewind, LLC; Laurel Mountain Preserve, LLC; Laurel Preserve, LLC; Laurel Mountain Preserve Homeowners Association, Inc.; Marguerite J. Nadel Revocable Trust UAD 8/2/07; Guy-Nadel Foundation, Inc.; Lime Avenue Enterprises, LLC; A Victorian Garden Florist, LLC; Viking Oil & Gas, LLC; Home Front Homes, LLC; Traders Investment Club; Summer Place Development Corp.; Respiro, Inc.; and Quest Energy Management Group, Inc. (collectively, the "Receivership Entities"); and

**WHEREAS**, the Receiver sued Brian L. Meeker, as trustee of the Brian L. Meeker Trust (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Meeker, Case No. 8:10-cv-166-T-17MAP (M.D. Fla.) (the "Meeker Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Defendant in excess of his investment in one or more of the Receivership Entities; and

**WHEREAS**, on March 7, 2013, the Court entered a Judgment in favor of the Receiver and against the Defendant in the amount of \$645,641.67 (the "Judgment"); and

**WHEREAS**, in order to avoid further proceedings in connection with the Meeker Action as well as additional time and expense in connection with efforts to collect on the Judgment, the parties have agreed to the following payment schedule to satisfy the Judgment; and

**WHEREAS**, this agreement 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, the Defendant has agreed to pay \$25,000 to satisfy the Judgment, which will be paid as follows: (1) a first payment of \$5,000 to be paid upon execution of the agreement; and (2) a second payment of \$5,000 to be paid on or before September 30, 2015; (3) a third payment of \$5,000 to be paid on or October 30, 2015; (4) a fourth payment of \$5,000 to be paid on or before November 30, 2015; and a fifth and final payment of \$5,000 to be paid on or before December 30, 2015 (collectively the “Payment”). After receipt and clearing of this full Payment, the Receiver will file a satisfaction of judgment and request that the Meeker Action be closed.

After execution of this Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this Agreement. To the extent necessary, the Defendant agrees to assist the Receiver in seeking the SEC Receivership Court’s approval of this Agreement.

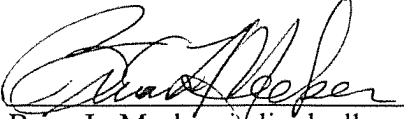
In the event the Defendant fails to make any payment as provided by this Agreement, the Defendant and Mr. Brian Meeker, in his individual capacity, hereby consent to the immediate entry of a judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendant and Mr. Meeker acknowledge and agree that such judgment will be for (1) \$100,000, as liquidated damages, less any payments made in connection with this Agreement (the “Liquidated Damages Judgment”); (2) interest at the Florida statutory rate from the date of this agreement; and (3) the Receiver’s reasonable attorneys’ fees and costs incurred as a result of the Defendant’s nonpayment, including, but not limited to, for efforts to secure the Liquidated Damages Judgment and to collect on the Liquidated Damages Judgment. At the Receiver’s

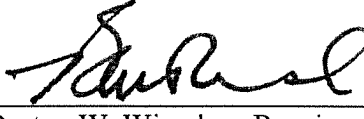
discretion, he may request entry of the Liquidated Damages Judgment by either the Court presiding over the Meeker Action or the SEC Receivership Court.

The Receiver, the Defendant and Mr. Meeker agree this 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. Further, Defendant and Mr. Meeker consent to that courts continued exercise of personal jurisdiction over them in Florida until the satisfaction of Judgment contemplated by this Agreement is entered.

The Receiver, the Defendant and Mr. Meeker 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   
Brian L. Meeker, individually and as  
trustee of the Brian L. Meeker Trust

  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 6/9/15

Date: 6/11/2015