

Exhibit 1

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 Donald Rowe, individually and as trustee of the Wall Street Digest Defined Benefit Pension Plan, Joyce Rowe, and Carnegie Asset Management (the "Defendants") in an action styled Burton W. Wiand, as Receiver v. Rowe et. al, Case No. 8:10-cv-245-T-17MAP (M.D. Fla.) (the "Rowe Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Defendants; and

WHEREAS, on January 27, 2013, the Receiver and the Defendants entered into a settlement agreement (the "Original Settlement Agreement") which provided *inter alia* for: (1) a \$250,000 payment; and (2) the entry of a judgment against the Defendants, jointly and severally, in the amount of \$4,028,385 (the "Judgment"); and

WHEREAS, on February 13, 2013, the Court entered the Judgment against the Defendants; and

WHEREAS, the Receiver collected a total of \$2,735,790.30 in connection with the Judgment as of the date of this Agreement; and

WHEREAS, the Receiver obtained and served a Writ of Garnishment upon MetLife Investors USA Insurance Company with respect to an MLI USA Variable Annuity Series L owned by Joyce Rowe, which is identified as Account No. 3205300039 (“MetLife Annuity”); and

WHEREAS, a dispute arose between the parties as to whether the MetLife Annuity was exempt from the Receiver’s collection efforts; and

WHEREAS, the Receiver filed a motion for summary judgment with respect to entitlement to the MetLife Annuity. Joyce Rowe filed a cross-motion for summary judgment. On July 11, 2014, the judge in the Rowe Action denied the Receiver’s motion for summary judgment and granted Joyce Rowe’s motion (“July 11, 2014 Order”). On July 24, 2014, the Receiver timely filed a notice of appeal of the July 11, 2014 Order to the Court of Appeals for the Eleventh Circuit. Oral argument is set to take place on July 29, 2015; and

WHEREAS, Defendants represent and warrant that they do not have sufficient non-exempt assets to satisfy the remaining amount owed under the Judgment. In addition to providing certain account statements for 2015, Defendants provided an affidavit to the Receiver certifying their financial situation as of July 23, 2015, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Defendants represent and warrant that they have not gifted or otherwise transferred any of their assets having a value of over \$500 to any third party, excluding any

payments to third parties for fair value of any goods or services, from January 1, 2014 to the date of this Agreement; and

WHEREAS, Defendants acknowledge and agree that each representation and warranty set forth herein, including the affidavit attached hereto as Exhibit A, is a material term to this Agreement that the Receiver relied upon in determining to enter into this Agreement; and

WHEREAS, in order to avoid further proceedings in connection with the Rowe 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 to resolve this matter, satisfy the Judgment and terminate the Original Settlement Agreement; and

WHEREAS, this Agreement is subject to approval by the Court presiding over the SEC Receivership Action (the “SEC Receivership Court”);

NOW, THEREFORE, in consideration of the foregoing and subject to the approval of the SEC Receivership Court, the Defendants have agreed to pay the Receiver \$200,000 (the “Payment”) from one of the following only: (1) proceeds of a mortgage obtained on their homestead or (2) proceeds from the MetLife Annuity. It is the specific intention of the parties and a requirement under this Agreement that the full amount of the Payment will come from option (1) or (2) and not from any other source. Defendants will notify the Receiver in writing which option they are electing within 15 days after execution of this Agreement.

If the Defendants elect option (1), payment shall be made within 45 days after execution of this Agreement. After receipt and clearing of this full Payment, the Receiver will file a satisfaction of judgment, request that the Writ of Garnishment on the MetLife Annuity be dissolved and the Rowe Action be dismissed.

If the Defendants elect option (2), the Receiver will file an agreed motion in the Rowe Action requesting that the Court enter Final Judgment in favor of the Receiver for the amount of the Payment with respect to the Writ of Garnishment on the MetLife Annuity. The remaining balance, less any and all fees charged by MetLife, will be paid to Joyce Rowe by MetLife at her election. If for any reason the Court does not enter such an Order or Payment otherwise does not come directly from MetLife to the Receiver, the Defendants will take all necessary steps to promptly obtain the funds from the MetLife Annuity and deliver the Payment to the Receiver forthwith. Likewise, the Receiver shall only retain the amount of the Payment and shall pay over to Joyce Rowe any amounts received in excess of the Payment. After receipt and clearing of this full Payment, the Receiver will file a satisfaction of judgment and request that the Rowe Action be dismissed.

After execution of this Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this Agreement. Assuming this Agreement is approved by the SEC Receivership Court, the Receiver will dismiss the appeal currently pending before the Eleventh Circuit. To the extent necessary, the Defendants agree to assist the Receiver in seeking the SEC Receivership Court's approval of this Agreement, dismissal of the appeal, entry of the Final Judgment regarding the MetLife Annuity, and disbursement of the Payment by MetLife as set forth in this Agreement.

For a period of 45 days from the date of this Agreement, Defendants also agree to reasonably cooperate with the Receiver in order to allow him to verify their financial situation, including by voluntarily producing account statements and checks from any financial institution maintained by or on behalf of the Defendants.

Except as set forth in this Agreement and conditioned on the truthfulness of all material representations and warranties made by Defendants in this Agreement and subject to the procedures as set forth herein, including the statements contained in the financial affidavit attached hereto as Exhibit A, upon receipt and clearing of this full settlement Payment, the Receiver, on behalf of the Receivership Entities, shall be deemed to have released and forever discharged Defendants of and from any and all claims, disputes, demands, causes of action, damages, judgments or suits at law or equity of any kind whatsoever, whether due or not, direct or contingent, liquidated or unliquidated, patent or latent, known or unknown, which could have been asserted against them from the beginning of time to the date of this Agreement, including but not limited to any and all claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' receipt of monies from the Receivership Entities. Defendants agree to waive and do hereby waive any and all claims, disputes, demands, causes of action, damages, judgments or suits at law or equity of any kind whatsoever, whether due or not, direct or contingent, liquidated or unliquidated, patent or latent, known or unknown, that they had, have, or hereafter may have against the Receiver, and/or the Receivership Entities.

Notwithstanding anything in this Agreement to the contrary, including the above release language, in the event the Receiver fails to receive the Payment as set forth herein, the Defendants hereby consent to the immediate entry of a joint and several judgment upon the filing of an affidavit of the Receiver. Defendants acknowledge and agree that such joint and several judgment will be for (1) \$1,292,594.70, less any payments made in connection with this Agreement (the "Second Judgment"); (2) interest at the Florida statutory rate from the date of the original Judgment; and (3) the Receiver's reasonable attorneys' fees and costs incurred as a result of the Defendants' breach, including, but not limited to, for efforts to secure the Second Judgment and to collect on the Second Judgment. Further, if the Receiver does not receive the

Payment, the Defendants agree to and do waive any and all exemptions that may apply to the MetLife Annuity or any proceeds therefrom, including those provided under Florida or applicable law, the Original Settlement Agreement, or the July 11, 2014 Order. To be clear, in the event the Receiver does not receive the Payment, Defendants agree that they are precluded and estopped from raising any argument that the MetLife Annuity is exempt from the Receiver's collection efforts or that the Receiver is barred from collecting the MetLife Annuity or any proceeds therefrom for any reason under applicable law, including the July 11, 2014 Order or prior agreement of the parties. The Receiver and the Defendants agree the Second Judgment will be entered by the SEC Receivership Court.

Notwithstanding anything in this Agreement to the contrary, including the above release language, in the event any of the representations and warranties in this Agreement or the financial affidavit are inaccurate in a material way, the Receiver may file a motion and seek relief from the SEC Receivership Court. If it is determined that the any of the Defendants materially breached this Agreement, the Defendants acknowledge and agree that the Receiver is entitled to the same relief as set forth in the preceding paragraph – the Second Judgment and waiver by the Defendants of any and all arguments and exemptions that may apply to the MetLife Annuity or any proceeds therefrom. In the event of further proceedings, the Receiver and the Defendants agree that the SEC Receivership Court will use summary procedures to resolve any and all disputes.

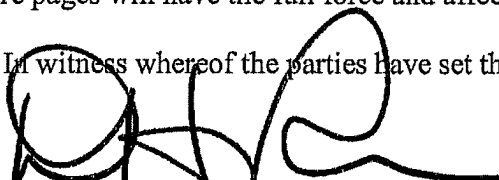
The Receiver and the Defendants represent and warrant that neither has assigned any right, claim, or cause of action against any party herein released and they declare and represent that no promises, inducements or agreements not herein expressed have been made. It is further acknowledged that this Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual, and not merely recitals. The undersigned warrant that they are duly authorized and competent to execute this Agreement.

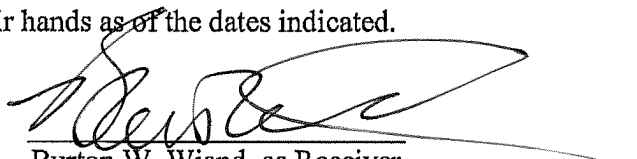
The Receiver and the Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

The Receiver and the Defendants 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.

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.

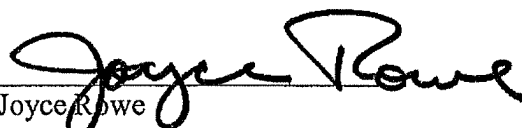
In witness whereof the parties have set their hands as of the dates indicated.

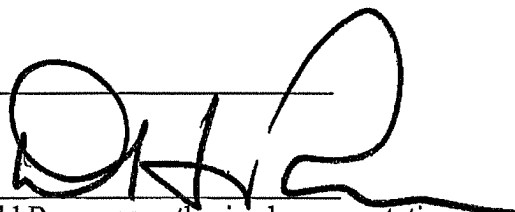
By: 
Donald Rowe, individually and as trustee of the Wall Street Digest Defined Pension Plan


Burton W. Wiand, as Receiver of the Receivership Entities

Date: _____

Date: 7/27/15

By: 
Joyce Rowe

Date: _____
By: 
Donald Rowe, as authorized representative of Carnegie Asset Management

Date: _____

Exhibit A

FINANCIAL AFFIDAVIT

I. Statement of Assets and Liabilities as of July 23, 2015

A. Assets:

List all assets owned by you, your spouse, or any other member of your household, directly or indirectly, and all assets which are subject to your or your spouse's possession, enjoyment, or control, regardless of whether legal title or ownership is held by a relative, trustee, lessor, or any other intermediary, including but not limited to the categories indicated below.

1.	Cash	per bank statement Provided
2.	Cash Surrender Value of Insurance	None
3.	Accounts Receivable	None
4.	Loans or Notes Receivable	None
5.	Real Estate (paid approx.)	\$425,000.00
6.	Furniture and Household Goods (approx.)	5,000.00
7.	Automobiles (approx.)	8,000.00
8.	Securities	None
9.	Partnership Interests	None
10.	Net Value of Ownership Interest in Business	None
11.	Individual Retirement Accounts (IRAs)	None
12.	Keogh Accounts or Plans	None
13.	401(k) Accounts or Plans	None
14.	Other Pension Assets (\$288.63 per month)	3,463.56
15.	Annuities (\$374,707.58 cash value / Metlife less penalties)	348,252.97
16.	Prepaid Expenses or Liabilities	None
17.	Credit Balances on Credit Cards	None

18.	Other (Itemize)	Not Applicable
19.	_____	_____
20.	_____	_____
	Total Assets	\$ 789,716.53

B. Liabilities:

List all liabilities including but not limited to the items listed below.

1.	Mortgages	None
2.	Auto Loans (\$350 Lease/ per month)	4,200.00
3.	Credit Card Debt (\$3,000 per month approx.)	36,000.00
4.	Loans on Insurance Policies	Not Applicable
5.	Installment Loans	None
6.	Other Loans or Notes Payable (plus accrued interest)	45,000.00
7.	Accrued Real Estate Taxes	None
8.	Judgments/Settlements Owed (plus income taxes to State of California)	448,000.00
9.	Other (Itemize):	None
10.	Band, Gates & Dramis (reduced to)	50,000.00
	Total Liabilities	\$ 583,200.00

C. Net Worth (Assets Minus Liabilities) \$ 206,516.53

D. List all securities or commodities brokerage accounts and accounts at banks or other financial institutions in your name; under your control; in which you have or had a beneficial interest; or to which you are or were a signatory since 2013. For each account, specify the location of the account, account number and balance in cash or securities.

Bank Accounts: Northern Trust
Account No. 2840462284

Sabal Palm
Account No. 1006626

E. List any 401(k) plans, pension plans, Keogh plans, individual retirement accounts, profit sharing plans, thrift plans, life insurance policies or annuities, in which you have an interest, vested or otherwise. For each account or plan, specify the account name, the location of the account, account number and balance, and the terms of withdrawal or loan options.

Met Life Annuity Accrued Value: \$ 374,707.58

Joy Rowe Annuity / Contract 3205300039
Don H. Rowe / Sears Pension / Contract 010240503 / \$288.63 per month

II. Cash Flow Information

A. Income/Receipts

List all money or other income received from any source on a monthly basis by you, your spouse, or any other member of your household, identifying the source, recipient, and amount. For any income received on a basis other than monthly, convert to a monthly basis for the purposes of this statement.

<u>Description</u>	<u>Source</u>	<u>Amount</u>
1. Salary/Wages	_____	None
2. Commissions/Advances	_____	None
3. Consulting Fees	_____	None
4. Dividends	_____	None
5. Interest	_____	None
6. Annuities (Metlife)	_____	None
7. Pensions (Sears)	_____	288.63 per mo.
8. Rents/Royalties	_____	None
9. Sales of Assets (Net)	_____	None
10. Repayment of Loans	_____	None
11. Payments on obligations made on your behalf by others	_____	None
12. Fringe Benefits (e.g., car)	_____	None
13. Alimony/Child Support	_____	None
14. Gifts/Bonuses	_____	None
15. Other (Itemize)	_____	None
16. Social Security (Joyce and Don Rowe/per month)		3,088.40
Total Receipts		\$ 3,377.03

B. Expenses/Disbursements

List all monthly expenditures for whatever purpose for you or your household for the past 12 months, identifying the purpose and the amount, including projected expenses. For any expenditure which varies from month to month, indicate a range of amounts and the average amount on a monthly basis.

<u>Description</u>	<u>Amount</u>
1. Mortgage/Rent	None
2. Food (per month)	800.00 / 1,000
3. Utilities (average)	425.00
4. Payment on Loans (Paid to Date)	None
5. Real Estate Taxes (Per month)	441.67
6. Insurance Premiums (Lease car & house/ per mo.)	385.00
7. Medical Expenses (health ins. per mo.)	561.00
8. Automobile Expenses (gas; lease car payment/per mo.)	600.00
9. Alimony/Child Support	None
10. Income Taxes	None
11. Other Expenses (Itemize) (yard \$250 mo.)	250.00
12. Dental	1,650.00
13. Future Dental (per month)	666.67
14. Meadows Association (\$756.55 per year)	63.05
Total Expenses/Disbursements	\$ 5,842.39

*If you anticipate unusual expenses in the coming 12 months, please describe them.

Under penalties of perjury, I declare that I have examined the information given in this statement, and attached hereto, and, to the best of my knowledge and belief, it is true, correct, and complete. I further declare that I have no assets, owned either directly or indirectly, or income of any nature other than as shown in, or attached to, this statement.

FURTHER AFFIANT SAYETH NOT.

Donald H. Rowe, individually and as trustee of the Wall Street Defined Benefit Pension Plan

STATE OF FLORIDA)
)
COUNTY OF Florida)

The foregoing instrument was acknowledged before me this 27th day of July, 2015, by Donald H. Rowe, who is personally known to me, or ___ has produced _____ as identification.

Signature of Notary Public, State of Florida

My Commission Expires: _____



Joyce Ann Rowe

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 27th day of July, 2015, by Joyce Ann Rowe, who is personally known to me, or ___ has produced _____ as identification.

Signature of Notary Public, State of Florida

My Commission Expires: _____



[Handwritten Signature]

As authorized representative of Carnegie Asset Management, Inc.

By: _____

Its: _____

STATE OF FLORIDA)
)
COUNTY OF Florida)

The foregoing instrument was acknowledged before me this 27th day of July, 2015, by Donald H. Lowe and Joyce R. Lowe, who X is personally known to me, or ___ has produced _____ as identification.

Patricia E. Morrell
Signature of Notary Public, State of Florida

My Commission Expires: _____

