

# **EXHIBIT A**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into on the Effective Date (as defined below) by and between Branch Banking and Trust Company (“**BB&T**”) and Burton W. Wiand, as Receiver for the Receivership Entities (as defined below) (“**Receiver**”). The parties to this Agreement are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

### PRELIMINARY STATEMENT

A. The court in that certain action styled *Securities and Exchange Commission, Plaintiff, v. Arthur Nadel, Scoop Capital, LLC, Scoop Management, Inc., Defendants, and 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*, Case No. 8:09-cv-87-T-26TBM in the United States District Court for the Middle District of Florida, Tampa Division (“**Receivership Action**”) appointed the Receiver for various entities owned and/or controlled by Arthur Nadel (“**Receivership Entities**”).

B. By motion dated March 15, 2015 (DE 1159), BB&T requested the court to order the Receiver to turn over proceeds of the sale of the Fairview Property on account of BB&T’s position that it holds a claim secured by a mortgage on certain real property at 131 Garren Creek Road, Fairview, North Carolina 28730 (“**Fairview Claim**”).

C. By order dated April 15, 2015 (DE 1174), the court denied BB&T’s motion.

D. BB&T appealed the order to the United States Court of Appeals for the Eleventh Circuit (“**Appeal**”).

E. The Parties desire to settle the Fairview Claim and the Appeal in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the amounts to be paid pursuant to this Agreement, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into this Agreement.

2. **Voluntary Agreement.** In entering into this Agreement, BB&T, on the one hand, and the Receiver, on the other hand, represent to each other that:

(a) It/he has relied on the legal advice of attorneys of its/his own choice;

(b) The terms of this Agreement have been explained to it/him by attorneys and those terms are fully understood and voluntarily accepted; and

(c) It/he has not relied on any representation or statement made by the other Party or any other person with regard to the subject matter, basis or effect of this Agreement other than the express provisions contained in this Agreement.

3. **Binding Effect.** As of the Effective Date, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

4. **Ownership of Claims Being Released/Authority To Execute.**

(a) BB&T represents and warrants to the Receiver that it (i) owns all of the right, title and interest in and to the Fairview Claim; (ii) has not assigned or transferred that claim to any other party or person; and (iii) the person signing this Agreement on behalf of BB&T has the authority to do so and BB&T has the authority to perform this Agreement after court approval in the Receivership Action.

(b) The Receiver represents and warrants to BB&T that he has the authority to sign and perform this Agreement after court approval in the Receivership Action.

5. **Approval of Agreement.** Promptly following the date the last of the Parties signs this Agreement, the Receiver shall cause his counsel to file a motion in the Receivership Action seeking approval of this Agreement. If for any reason the Court does not grant approval, this Agreement shall be null and void and of no further effect and shall not be admissible for any purpose, and BB&T shall be permitted to continue to prosecute the Appeal.

6. **Receiver's Deliveries.** Promptly following the Effective Date, the Receiver shall deliver to BB&T's counsel a check payable to BB&T for \$10,000 in settlement of the Fairview Claim and the Appeal ("**Settlement Check**").

7. **Dismissal of Appeal and Releases.** Upon receipt of the Settlement Check, BB&T shall cause its counsel to voluntarily dismiss the Appeal, with each side to bear its/his own costs and fees. After the Receivership Action Court's approval of this Settlement Agreement and the receipt of the Settlement Check, BB&T and its parent, subsidiaries, and affiliates and all of their directors, officers, employees, agents, representatives, beneficiaries, and assigns shall and shall be deemed to have released any and all claims that any of them has, had, or hereafter may have against the Receiver and/or the Receivership Entities in connection with the Fairview Claim, the corresponding real property located at 131 Garren Creek Road, Fairview, North Carolina 28730 ("**Fairview Property**"), or the Appeal. Similarly, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall and shall be deemed to have released any and all claims asserted, or that could have been asserted, against BB&T and its parent, subsidiaries, and affiliates and all of their directors, officers, employees, agents, representatives, beneficiaries, and assigns, in connection with the Fairview Claim, the Fairview Property, or the Appeal. Nothing in this Paragraph 7 is intended to release any claims relating to Claim No. 482, as set forth below.

8. **Own Costs and Fees.** The Parties shall each bear its/his own costs and attorney's fees incurred in connection with the Fairview Claim, the Appeal, and this Agreement.

9. **No Effect on Claim No. 482.** This Agreement and the release in Paragraph 7 have no effect on BB&T's Claim No. 482 in the Receivership Action.

10. **Notices.** All notices required or permitted under this Agreement shall be in writing and addressed as follows:

If to BB&T:

David S. Garbett, Esq.  
Garbett, Allen & Roza, P.A.  
Brickell City Tower  
Suite 3100  
80 S.W. 8th Street  
Miami, FL 33131  
Email: [dgarbett@gsarlaw.com](mailto:dgarbett@gsarlaw.com)

If to the Receiver:

Gianluca Morello, Esq.  
Wiand Guerra King, P.A.  
5505 W. Gray Street  
Tampa, FL 33609  
Email: [GMorello@wiandlaw.com](mailto:GMorello@wiandlaw.com)

11. **Merger.** This is the entire agreement between the Parties with respect to the subject matter contained in this Agreement. All statements, representations, promises or agreements between the Parties, if any, with respect to the subject matter of this Agreement shall be merged into this Agreement.

12. **Waiver or Modification.** No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by the Parties. Failure of either Party at any time to insist on strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same or any other condition, or promise, agreement, or understanding at a future time.

13. **Forum for Disputes.** Any proceeding to enforce this Agreement shall be litigated exclusively through a summary proceeding in the Receivership Action.

14. **Cooperation.** The Parties shall cooperate with each other in good faith and take such further actions as necessary to consummate this Agreement.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Florida, other than its principles governing conflicts or choice of law, unless those principles are otherwise governed by Florida law.

16. **Neutral Construction.** The Parties have, through their respective counsel, participated in drafting this Agreement, and therefore no rule of construction resolving any ambiguity against the drafting Party shall apply in interpreting the Agreement.

17. **Section Headings.** The headings in this Agreement are for convenience of reference only and do not form a part of this Agreement.

18. **Electronic Signature/Counterparts.** This Agreement may be signed via electronic signature, which shall be treated as the original for all purposes, and simultaneously in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

19. **Effective Date.** This Agreement shall become effective ("**Effective Date**") on the date that the Court enters an order approving this Agreement.

20. **JURY WAIVER. THE PARTIES WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING, OR ENFORCEMENT OF, THIS AGREEMENT.** Any such dispute will be resolved through a summary proceeding in the Receivership Action.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Branch Banking and Trust Company

By: *K.P. Brekka*

Name: Kevin P. Brekka

Title: VP, Asst General Counsel

Date: July 23, 2015

STATE OF NORTH CAROLINA )  
 ) :SS  
COUNTY OF FORSYTH )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015, by Kevin P. Brekka as VP Asst. Gen. Counsel on behalf of Branch Banking and Trust Company. He/She is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC  
SEAL OF OFFICE

*Layla N. Adams*  
NOTARY PUBLIC, State of North Carolina  
At Large

**LAYLA N. ADAMS**  
Notary Public  
Forsyth Co., North Carolina  
My Commission Expires: 8/29/2015

*Burton W. Wiand*

Burton W. Wiand, as Receiver

Date: July 22, 2015

STATE OF FLORIDA                    )  
  ):SS  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2015, by Burton W. Wiand, as Receiver for the Receivership Entities. He is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC  
SEAL OF OFFICE

*Diane Burnette*  
NOTARY PUBLIC, State of Florida  
At Large

