

EXHIBIT A

SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, August 9, 2010, and September 23, 2010, 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.; Victory IRA Fund, LTD; Victory Fund, LTD; Viking IRA Fund, LLC; Viking Fund, LLC; Viking Management, LLC; Traders Investment Club; and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver sued Vernon M. Lee, individually and as Trustee of the Vernon M. Lee Trust (the "Defendant"), in a lawsuit styled Burton W. Wiand, as Receiver v. Vernon M. Lee et al., Case No. 8:10-cv-210-T-17MAP (M.D. Fla.) (the "Clawback Action"), seeking the return of certain funds received by the Defendant and his trust from or at the direction of one or more of the Receivership Entities in excess of their investments in one or more of the Receivership Entities;

WHEREAS, on January 24, 2013, the Receiver obtained a judgment against the Defendant in the amount of \$935,631.51 in the Clawback Action (Doc. 170) (the "Judgment"), and on July 21, 2014, the Receiver obtained a judgment against the Defendant in the amount of \$6,477.30 in the SEC Receivership Action (Doc.1132) (the "Second Judgment").

WHEREAS, on February 2, 2015, Defendant filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code, styled *In re Vernon M. Lee*, Case No. 8:15-bk-01038-

KRM (Bankr. M.D. Fla) (the “Bankruptcy Action”), and the Receiver has objected to the discharge of his judgment against Defendant through the Bankruptcy Action;

WHEREAS, the Receiver subsequently filed an adversary proceeding against Vernon M. Lee and Manon Sommers-Lee in the Bankruptcy Action, styled *Wiand, as Receiver v. Vernon M. Lee et al.*, Adv. Pro. No. 8:15-ap-00464-KRM (the “Adversary Proceeding”);

WHEREAS, through the Adversary Proceeding, the Receiver obtained an equitable lien and constructive trust on the real property located at 4018 Via Mirada, Sarasota, Florida 34238 (the “Property”) owned by Vernon M. Lee and Manon Sommers-Lee in the principal amount of \$227,126.78 plus pre-judgment interest (Adv. Doc. 29);

WHEREAS, Vernon M. Lee and Manon Sommers-Lee have appealed the entry of the equitable lien and constructive trust to the United States Court of Appeals for the Eleventh Circuit in a matter styled *Vernon Lee et al. v. Burton Wiand*, Case No. 18-13156 (11th Cir.) (the “Property Appeal”), which is currently pending;

WHEREAS, Vernon M. Lee and Manon Sommers-Lee, without admitting liability, wish to resolve these matters globally and amicably, expressly including the SEC Receivership Action, the Clawback Action, the Judgments, the objection to discharge in the Bankruptcy Action, the Adversary Proceeding (and thus the encumbrances on the Property), and the Property Appeal (the “Settled Claims”); and

WHEREAS, any resolution of this action by agreement of the Receiver and Vernon M. Lee and Manon Sommers-Lee is subject to approval by the courts presiding over the SEC Receivership Action (the “SEC Receivership Court”) and the Bankruptcy Action (the “Bankruptcy Court”);

NOW, THEREFORE, and subject to the approval of the SEC Receivership Court and the Bankruptcy Court, the Defendant has agreed to pay and the Receiver has agreed to accept a total of \$132,500 in full settlement of the Settled Claims, to be paid in one lump sum within 60 days of the aforementioned requisite approvals.

Upon receipt and clearing of this full settlement payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Vernon M. Lee (individually and as trustee) and Manon Sommers-Lee of and from any and all claims asserted, or which could have been asserted, in the SEC Receivership Action, the Clawback Action, the Bankruptcy Action, the Adversary Proceeding, and the Appeal, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Property, the Judgment, or to Defendant's investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

Vernon M. Lee (individually and as trustee) and Manon Sommers-Lee agree to waive and do hereby waive any claim that they had, currently have, or may have based upon any of the actions of the Receiver covered by this Settlement Agreement, against the Receiver and/or the Receivership Entities.

The Receiver and Vernon M. Lee and Manon Sommers-Lee understand and agree that, subject to the approval of the SEC Receivership Court and the Bankruptcy Court, the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding further litigation.

After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, the parties will promptly cooperate to obtain the approval of the Bankruptcy Court, including the resolution of any attendant jurisdictional issues. To the extent necessary, Vernon M. Lee and Manon Sommers-Lee agree to assist the Receiver in seeking the SEC Receivership Court's and the Bankruptcy Court's approval of this settlement. If either court refuses to approve or otherwise give effect to this Settlement Agreement, it shall be null and void. After obtaining the requisite approvals and payment of the settlement amount, the Receiver will dismiss the Adversary Proceeding, and Vernon M. Lee and Manon Sommers-Lee will dismiss the Property Appeal. The Receiver will file a satisfaction of judgment for each of the Judgment and the Second Judgment and request that the Clawback Action against the Lees be closed.

Vernon M. Lee (individually and as trustee), Manon Sommers-Lee, and the Receiver understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

The Receiver, Vernon M. Lee, and Manon Sommers-Lee agree this Settlement 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, Vernon M. Lee, and Manon Sommers-Lee 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: Vernon M. Lee
Vernon Lee, individually and as Trustee
of the Vernon M. Lee Trust

Date: 1/30/19

By: Burton W. Wiand
Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 1/31/2019

By: Marion Sommers-Lee
Marion Sommers-Lee

Date: 1-30-19