

EXHIBIT 1

**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-33CPT

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 Verified Motion for Approval of Private Sale of Assets of Quest Energy Management Group, Inc. (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 as Exhibit 2 is in the best interest of the Quest 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), given the

Valuation attached to the Motion as Exhibit 4. In lieu of a hearing on the Motion, the Court finds that the filing of the Motion in the Court's public docket, its publication on the Receiver's website, and the publication of the terms of this transaction in accordance with 28 U.S.C. § 2001(b) provided sufficient notice and opportunity for any interested party to be heard.

The Court specifically approves the sale of the assets of Quest Energy Management Group, Inc. to Archer Petroleum Ltd. as provided for in the Asset Purchase Agreement attached to the Motion as Exhibit 2. The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances the assets of Quest Energy Management Group, Inc. to Archer Petroleum Ltd., pursuant to the Asset Purchase Agreement. Any liens or encumbrances, including tax liens and any taxes or fees due, on the real or personal property transferred pursuant to the Asset Purchase Agreement shall attach to the proceeds of the sale (or, in the case of Bank of Albany, to the Office, as defined and explained in the Motion) and shall be resolved through the claims process established in this action. Archer Petroleum Ltd. shall not be responsible for any property taxes assessed before the Effective Date of the Asset Purchase Agreement.

Furthermore, Quest Energy Management Group, Inc.'s interests, rights, and obligations as tenant under any and all oil and gas leases between it and various lessors, as well as Quest Energy Management Group, Inc.'s interests, rights, and obligations as lessee under the various oil and gas leases, as more particularly described in the Motion and Asset Purchase Agreement, are hereby assigned and transferred to Archer Petroleum Ltd.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____, 2019.

UNITED STATES DISTRICT JUDGE

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Counsel of Record