

EXHIBIT A

SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 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; Venice Jet Center, LLC; Tradewind, LLC; Laurel Mountain Preserve, LLC; Laurel Preserve, LLC; the Marguerite J. Nadel Revocable Trust UAD 8/2/07; the Laurel Mountain Preserve Homeowners Association, Inc.; The Guy-Nadel Foundation, Inc.; Lime Avenue Enterprises, LLC; A Victorian Garden Florist, LLC; Viking Oil & Gas, LLC; Home Front Homes, LLC and all of their subsidiaries, successors, and assigns (collectively the "Receivership Entities"); and

WHEREAS, the Receiver intends to commence an arbitration before the Financial Industry Regulation Authority (the "Arbitration"), to assert claims against Goldman Sachs Execution & Clearing, L.P. ("GSEC") seeking damages allegedly sustained by the Receivership Entities from the fraudulent scheme which underlies the SEC Receivership Action and the return of certain funds allegedly received by GSEC from or at the direction of one or more of the Receivership Entities; and

WHEREAS, the Receiver and GSEC acknowledge they have negotiated at arm's-length and have entered into this agreement in good faith; and

WHEREAS, GSEC denies any and all liability or wrongdoing, but wishes to resolve these matters amicably; and

WHEREAS, any resolution of this matter by agreement of the Receiver and GSEC 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, GSEC has agreed to pay and the Receiver has agreed to accept on behalf of all Receivership Entities a total of \$9,850,000.00 (the "Settlement Amount") in full settlement of the Released Claims (as defined below) to be paid within 10 days after approval of this settlement by the SEC Receivership Court becoming a final, non-appealable order.

Upon receipt and clearing of this full settlement payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, investors, creditors, and assigns, shall be deemed to have released and forever discharged GSEC, its parents, subsidiaries, and affiliates, and their respective officers, directors, employees, agents, successors, and assigns of and from any and all claims which could have been asserted in the Arbitration, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to GSEC's involvement with or provision of services to any account, product, fund, entity, or venture established, operated, or controlled by Arthur Nadel or any Receivership Entity or the allegations of the SEC Receivership Action ("Released Claims"). However, this release and discharge is not intended to and does not release or discharge any claim the Receiver or any Receivership Entity or any employees, agents, representatives, beneficiaries, or assigns of any Receivership Entity had, has, or may have against Shoreline Trading Group, LLC, and any of its parents, subsidiaries, affiliates, successors, and assigns or any of their current or former directors, officers, employees, representatives, or agents, including but

not limited to Matt Ventura or Mike Murray. Upon the Receiver's receipt and clearing of the full settlement payment, GSEC shall be deemed to have waived any claim that it had, has, or hereafter may have against the Receiver and/or any Receivership Entity relating to GSEC's involvement with any account, product, fund, entity, or venture established, operated, or controlled by Arthur Nadel or any Receivership Entity or the allegations of the SEC Receivership Action, *provided*, however, that nothing herein shall be deemed to waive any claim, counterclaim, or defense GSEC or any other released person or entity hereunder has, had, or may have against any person or entity who asserts any claim against GSEC or such released person or entity that is permitted to proceed despite the bar order referenced below.

The Receiver and GSEC understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the Settlement Amount, release, and waiver of claims as provided herein is in full accord and satisfaction of and in compromise of the Released Claims, and the payment, release, and waiver are not an admission of liability, which is expressly denied, but are made solely for the purpose of terminating a dispute and avoiding litigation.

After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. In the motion, the Receiver will request that the SEC Receivership Court enter an Order approving the settlement, including a bar order, in the form annexed hereto as Exhibit A.

To the extent necessary, GSEC agrees to assist the Receiver reasonably in seeking the SEC Receivership Court's approval of this settlement. GSEC also agrees to continue to reasonably cooperate with the Receiver's efforts to gather information and otherwise fulfill his Court-ordered obligations imposed in the SEC Receivership Action, including

by providing additional information relating to the Receivership Entities which the Receiver may request through document requests or other discovery tools available to the Receiver under applicable laws and rules.

GSEC understands and agrees that each party shall bear its own individual costs and attorney's fees incurred in the resolution of this matter.

The Receiver and GSEC 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. Any dispute that arises with respect to this agreement between the parties hereto shall be submitted to the SEC Receivership Court for summary resolution.

The Receiver and GSEC also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

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

By: Stan A. Wry
As Authorized Representative of
Goldman Sachs Execution & Clearing,
L.P.

Date: 12/14/11

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

Date: 12/13/11

Exhibit A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:09-cv-87-T-26TBM

ARTHUR NADEL,
SCOOP CAPITAL, LLC,
SCOOP MANAGEMENT, INC.

Defendants,

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,

Relief Defendants.

[PROPOSED] ORDER

This matter having come before the Court on motion by Burton W. Wiand, as Receiver ("Receiver") for Scoop Capital, LLC, Scoop Management, Inc., Scoop Real Estate, L.P., Valhalla Investment Partners, L.P., Victory IRA Fund, Ltd., Victory Fund, Ltd., Viking IRA Fund, LLC, Viking Fund LLC, Valhalla Management, Inc., 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, Traders Investment Club, and Home Front

Homes, LLC, and all other entities subject to receivership pursuant to the Court's orders appointing and reappointing Receiver and expanding receivership in the proceeding styled Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action") (collectively, the "Receivership Entities"), to approve the Settlement Agreement with Goldman Sachs Execution and Clearing, L.P. (formerly known as Spear, Leeds & Kellogg, L.P.) ("GSEC") (Dkt. []);

And due and proper notice of the motion having been given to all interested persons;

And the Court having considered the moving papers and any other filings relating to the Receiver's motion;

UPON DUE CONSIDERATION, it is **ORDERED AND ADJUDGED** that the Receiver's Motion to Approve Settlement (Dkt. []) is **GRANTED**.

IT IS FURTHER ORDERED THAT the Court specifically approves the written Settlement Agreement entered into between the Receiver and GSEC that is attached to the Receiver's motion as Exhibit A (the "Settlement Agreement") and incorporated herein by reference;

IT IS FURTHER ORDERED THAT the Court finds that the settlement between the Receiver and GSEC presented to the Court is a fair, equitable, reasonable, adequate, and good faith settlement of all claims the Receivership estate and the Receivership Entities may have against GSEC;

IT IS FURTHER ORDERED THAT the Receiver is authorized to enter into and complete the settlement with GSEC in accordance with the requirements of the Settlement Agreement;

IT IS FURTHER ORDERED THAT all individuals or entities who invested money in a Receivership Entity, as well as all persons or entities who may have liability to the Receiver, the Receivership Entities, or such investors arising or resulting from the fraudulent scheme underlying the SEC Receivership Action, together with their respective heirs, trustees, executors, administrators, legal representatives, agents, successors and assigns, are permanently enjoined and barred from commencing or pursuing a claim, action or proceeding of any kind and in any forum against GSEC that arises from or relates to the clearing, execution, and/or prime brokerage services that GSEC performed for Receivership Entities, including the Relief Defendants, or the allegations of the SEC Receivership Action;

IT IS FURTHER ORDERED that said injunction bars all claims against GSEC for contribution, indemnity, or any other cause of action arising from the liability of any person or entity to the Receiver or to any of the Receivership Entities or their investors (including claims in which the injury is the liability to the Receiver or any of the Receivership Entities or their investors or where damages are calculated based on liability to the Receiver or any of the Receivership Entities or their investors), in whatever form and however denominated, and that such person or entity shall be entitled to such set-offs or judgment reductions as permitted by law, if any, as a result of said injunction;

IT IS FURTHER ORDERED that the releases included in the Settlement Agreement have been given in good faith, and that the Settlement Agreement therefore discharges GSEC from all liability for contribution to any other tortfeasor pursuant to, at a minimum, Fla. Stat. § 768.31(5) and 15 U.S.C. § 78u-4(f)(7); and

IT IS FURTHER ORDERED that under the circumstances of this matter, including the need to bring finality to the resolution of potential claims between the Receiver and GSEC so

that payment of the amount contemplated by their settlement can be made to the receivership estate for the benefit of defrauded investors with allowed claims, there is no just reason for delay of entry of a final judgment approving the Settlement Agreement. Accordingly, the Clerk of the Court is directed to enter this Order as a final judgment.

DONE AND ORDERED at Tampa, Florida, on January ___, 2012.

RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record