

## 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; 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; and Traders Investment Club (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver intends to commence a lawsuit in the United States District Court for the Middle District of Florida, Tampa Division (the "Lawsuit"), to assert claims seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by Geofco Holdings, Inc. ("Geofco"), Michael G. Edgecombe, and Barbara Edgecombe (collectively the "Defendants") in excess of their investment in one or more of the Receivership Entities, which investment(s) were made in the name of Geofco (the "Settled Claims");

WHEREAS, the Defendants without admitting liability, wish to resolve these matters amicably; and

## EXHIBIT A

WHEREAS, any resolution of the Lawsuit by agreement of the Receiver and the Defendants 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, the Defendants have agreed to pay, jointly and severally, and the Receiver has agreed to accept a total of \$150,000.00 in full settlement of the Settled Claims to be paid as follows: (1) \$25,000 to be paid on or before July 31, 2012; (2) a second payment of \$25,000 to be paid on or before September 30, 2012; and (3) a third and final payment of \$100,000 to be paid on or before December 31, 2012 after approval by the SEC Receivership Court.

Upon receipt and clearing of the 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 the Defendants and any persons and entities related to or controlled by the Defendants or in which the Defendants have a beneficial interest of and from any and all claims asserted, or which could have been asserted in the Lawsuit which relates to Geofco's investment in Receivership Entities, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to Geofco's investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendants warrant that \$300,000.00 is the total amount of money or value the Defendants received from Receivership Entities in excess of their investment made in the name of Geofco, and

the Defendants agree to waive and do hereby waive any claim that they had, have, or hereafter may have against the Receiver and/or the Receivership Entities.

In further consideration of the Receiver's release of claims as described above, the Defendants, jointly and severally, agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among the Defendants in connection with this settlement.

The Receiver and the Defendants understand and agree that, subject to the approval of the SEC Receivership 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 litigation.


After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. To the extent necessary, the Defendants agree to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.


In the event the Defendants fail to make payment as provided by this Settlement Agreement, the Defendants hereby consent to the immediate entry of a joint and several Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendants acknowledge and agree that such Judgment will be for \$300,000, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and the Defendants 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.

Counsel for the Receiver is expressly authorized to sign this agreement on behalf of the Receiver. 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.

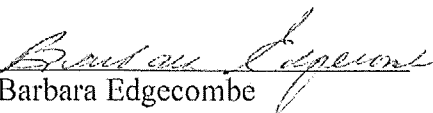
In witness whereof the parties have set their hands as of the dates indicated.

By:   
Michael ~~Barbara~~ Edgecombe, as President  
4 on behalf of Geofco Holdings, Inc.


  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 7/10/12

Date: 7/10/2012

By:   
Barbara Edgecombe

Date: 7/10/12

By:   
Michael Edgecombe

Date: 7/10/12