

**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; 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 sued Catholic Charities, Diocese of Venice, Inc.; Bishop Frank J. Dewane, as Corporation Sole of the Diocese of Venice of Florida and Diocese of Venice in Florida, an unincorporated religious organization (collectively "Defendants") in actions styled Burton W. Wiand, as Receiver v. Catholic Charities, Diocese of Venice, Inc., Case No. 8:10-cv-247-T-17MAP (M.D. Fla.), and Burton W. Wiand, as Receiver v. Bishop Frank J. Dewane, as Corporation Sole of the Diocese of Venice of Florida and Diocese of Venice in Florida, an unincorporated religious organization, Case No. 8:10-cv-246-T-17MAP (M.D. Fla.) (collectively "the Diocese Actions"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities and/or Arthur Nadel, Marguerite J. Nadel, Neil V. Moody, Sharon G. Moody, and the Neil Moody Foundation,

(collectively, the "Intermediate Parties") by the Defendants and its associated parishes and entities (the "Settled Claims"); and

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

WHEREAS, any resolution of this action 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, Defendants have agreed to pay, and the Receiver has agreed to accept, a settlement under which Defendants will pay a total of \$521,168 in full settlement of the Settled Claims to be paid as follows: (1) a first payment of \$52,116.80 to be paid within 30 days after approval of the settlement by the SEC Receivership Court; and (2) the remaining \$469,051.20 to be paid in 29 monthly installments of \$16,174.18. The first monthly payment is to be paid within 60 days after approval of the settlement by the SEC Receivership Court and monthly payments will continue thereafter every 30 days until all 29 payments have been made. The Receiver and Defendants understand and agree that, in full settlement of the Settled Claims, Defendants will be obligated to pay a total sum of \$521,168 and nothing more.

Upon receipt and clearing of the full settlement payment as set forth above, the Receiver, on behalf of the Receivership Entities, shall be deemed to have released and forever discharged Defendants of and from any and all claims which could have been asserted in the Diocese Actions, including but not limited to any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' receipt of monies from the Receivership Entities and the Intermediate Parties.

In further consideration of the release of claims described above, Defendants represent that their business records reflect that Defendants received \$651,460 in charitable contributions from the Receivership Entities and/or the Intermediate Parties. 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, 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 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 resolving this 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. If the SEC Receivership Court approves the settlement, following receipt and clearing of the full payment or payments called for above, as applicable, the Receiver will promptly move the Court to dismiss the Diocese Actions with prejudice. To the extent necessary, the Defendants agree to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement and following any such approval, in securing the dismissal of the Diocese Actions. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of these matters.

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. Such affidavit, however will not be filed until expiration of the 30th day after the Receiver has provided notice of failure of payment to counsel of record for Defendants in the Diocese Actions by U.S. Mail. The Receiver, however, is obligated to provide such notice before filing an affidavit certifying failure of payment no more than on four occasions. The Defendants acknowledge and agree that such Judgment will be for the total amount of money the Defendants received from the Receivership Entities (i.e., \$651,460) as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and 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.

The Receiver and 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: Peter Antonio Almyro  
Authorized Representative of  
Catholic Charities, Diocese of  
Venice, Inc.

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

Date: September 27, 2012

Date: 10/27/2012

By: Frank J. Dewane  
Bishop Frank J. Dewane, as  
Corporation Sole of the Diocese  
of Venice in Florida

Date: September 27, 2012

By: [Signature]  
Authorized Representative of  
Diocese of Venice in Florida, an  
unincorporated religious organization

Date: September 27, 2012