

# EXHIBIT A

## **AGREEMENT RELATING TO PAYMENT OF JUDGMENT**

**WHEREAS**, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, September 23, 2010, and October 29, 2012, 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; Traders Investment Club; Respiro, Inc.; and Summer Place Development Corporation (collectively, the "Receivership Entities"); and

**WHEREAS**, the Receiver sued Samuel Ross Morgan, III (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Samuel Ross Morgan, III, Case No. 8:10-cv-205-EAK-MAP (M.D. Fla.) (the "Morgan Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Defendant in excess of his investment in one or more of the Receivership Entities; and

**WHEREAS**, on January 24, 2013, the Court entered a Judgment in favor of the Receiver and against the Defendant in the amount of \$380,369 (the "Judgment"); and

**WHEREAS**, in order to avoid the time and expense of collection efforts on the Judgment, the parties have agreed to the following payment schedule to satisfy the Judgment; and

**WHEREAS**, this agreement 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 Defendant has agreed to satisfy the Judgment as follows: (1) a first payment of \$190,184.50 to be paid on or before February 28, 2013; and (2) a second payment of \$190,184.50, plus simple interest of 4.75% from the date of this agreement on the second payment amount, to be paid on or before August 31, 2013 (collectively the "Payment"). After receipt and clearing of this full Payment, the Receiver will file a satisfaction of judgment.

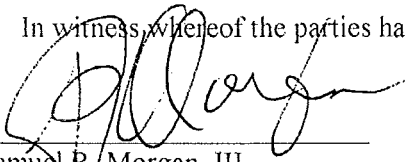
After execution of this Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this Agreement. To the extent necessary, the Defendant agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this Agreement.

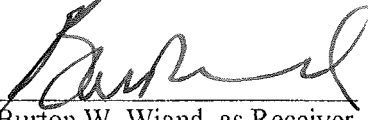
In the event the Defendant fails to make any payment as provided by this Agreement, the Defendant hereby consents to the immediate entry of a judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendant acknowledges and agrees that such judgment will be for (1) 25% of \$380,369 as liquidated damages (i.e., \$95,092.25) (the "Liquidated Damages Judgment") and (2) his reasonable attorneys' fees and costs incurred as a result of the Defendant's nonpayment, including, but not limited to, for efforts to secure the Liquidated Damages Judgment and to collect on both the Judgment and Liquidated Damages Judgment. At the Receiver's discretion, he may request entry of the Liquidated Damages Judgment from either the Court presiding over the Morgan Action or the SEC Receivership Court.

The Receiver and the Defendant agree this 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. Further, Defendant consents to that courts continued exercise of personal jurisdiction over him until the satisfaction of Judgment contemplated by this Agreement is entered.

The Receiver and the Defendant 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:   
Samuel R. Morgan, III

  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 2/8/2012

Date: 2/8/2013