

EXHIBIT A

[Proposed Settlement Agreement]

(see attached)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into by and among N. Neville Reid, not individually, but solely as the court-appointed receiver (the “Receiver”) for the Estate of Defendant Northridge Holdings, Ltd. And the related entities and affiliates as set forth in more particularity in the Receivership Order (as defined herein) on the one hand, and Bruce Swift and Cheryl Swift (collectively, the “Swifts”) on the other hand (all of the above are collectively referred to as the “Parties” and individually a “Party”).

WHEREAS, prior to the receivership, on or about June 8, 2006, the Swifts entered into a letter agreement (“Letter Agreement”) with Northridge Holdings Ltd. (“Northridge”) relating to real property located at 22W371 Emerson Ave., Glen Ellyn, IL 60137 (the “Property”);

WHEREAS, under the Letter Agreement, among other things, Northridge paid the Swifts \$70,000.00, agreed to pay all costs related to the Property (including mortgage payments, real estate taxes, insurance, utilities, repairs and maintenance) (collectively, the “Carrying Costs”) and Northridge was allowed to keep any rental income, and obtained an option to buy the Property;

WHEREAS, the Letter Agreement was amended over time in writing and orally, but the agreement has generally remained that Northridge would pay the costs of the Property, and receive rental income and a portion of the net sale proceeds when the Property was sold;

WHEREAS, on September 5, 2019, the United States Securities and Exchange Commission (the “SEC”) filed (a) a Complaint [Dkt. No. 1] (the “Complaint”) in the United States District Court Northern District of Illinois Eastern Division (the “Court”) against the defendants as identified therein (collectively, the “Defendants”) alleging violations of federal securities laws initiating Case No. 19-CV-05957, and (b) Plaintiff’s Emergency Motion for a Temporary Restraining Order to Prevent Violations of the Federal Securities Laws, to Appoint Receiver, and to Provide for Other Ancillary Relief [Dkt. No. 3] (the “TRO and Receivership Motion”), requesting a temporary restraining order to prevent violations of federal securities laws, to appoint a receiver and to provide for other ancillary relief set forth therein;

WHEREAS, on September 12, 2019, the Court entered the Order Appointing Receiver in the above-captioned proceeding [Dkt. No. 22] (the “Receivership Order”) over the entities set forth in the order (the “Receivership Entities”) which established the receivership (the “Receivership”) and the receivership Estate (the “Receivership Estate”);

WHEREAS, on February 4, 2020, the Court entered an order expanding the number Receivership Entities;

WHEREAS, currently, the Property is encumbered by a mortgage and line of credit with Chase Bank, N.A. (the “Chase Loans”);

WHEREAS, the Parties have agreed to list the property for sale with Cindy Kostrzeski of RE/Max Horizon (the “Broker”);

WHEREAS, the Swifts have represented to the Receiver that they are unable to continue to pay all of the Carrying Costs;

WHEREAS, the Parties deny any and all wrongdoing; and

WHEREAS, the Parties desire to settle fully and finally any and all differences between them through this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Recitals. The above recitals are incorporated into this Agreement as if fully set forth herein.

2. Payment of Carrying Costs. The Swifts shall have the obligation to pay for the Carrying Costs. However, the Swifts may invoice the Receiver for Carrying Costs for only the following months: February 2020; March 2020; June 2020; and July 2020. The Receiver shall pay such invoices within five (5) business days of receipt of the same. All invoices shall be submitted via email to Carol Higgins (chiggins@northridgeltd.com) with copy to: eric@33realty.com; rschultz@foxswibel.com. All Carrying Costs which cover costs from multiple months shall be pro-rated to equal monthly payments and invoiced accordingly. All maintenance over \$250.00 shall be completed only upon the mutual written consent of the Parties.

3. Sale of Property and Payment of Sale Proceeds. The Swifts shall provide regular updates to the Receiver regarding the status of the sale of the Property including, but not limited to providing notice of any offers made on the Property. Any sale of the Property shall be on the mutual written agreement of the Parties. However, in the event a sale is presented by the Broker whereby the net proceeds would exceed the outstanding amount of the Chase Loans and allow the Parties to recover their share of the Carrying Costs, the parties shall be deemed to have agreed to such sale. The proceeds of any sale of the Property shall be paid as follows: (a) First, to pay the Chase Loans, the Broker and any other customary closing costs; (b) Second, to the extent sale proceeds remain, to pay the Parties' respective Carrying Costs incurred since February 1, 2020 (if there are not enough proceeds, Carrying Costs shall be reimbursed on a pro-rata basis) in full; and (c) Third, to the extent sale proceeds remain, split evenly between the Receiver and the Swifts.

4. Abandonment of Property Interest. At any time, the Receiver may abandon his interest in the Property and rights under the agreement by giving written notice to the Swifts (a "Notice of Abandonment"). Upon the Swifts receipt of a Notice of Abandonment: (a) the Receiver shall no longer have any further payment obligations with respect to the Property including, but not limited to the payment obligations set forth in Section 2 herein; and (b) the Receiver shall no longer be entitled to any payment or sale proceeds relating to the Property including, but not limited to, the payments set forth in Section 3 herein.

5. Receiver's Limited Release of Claims. As a material inducement to the Swifts to enter into this Agreement, the Receiver on behalf of the Receivership Entities irrevocably and unconditionally releases, acquits and forever discharges the Swifts and their successors, assigns,

agents, representatives, attorneys and affiliates from any and all civil complaints, claims, liabilities, obligations, covenants, promises, agreements, controversies, damages, actions causes of action, suits, rights, demands, costs, losses, debts, and expenses, including attorneys' fees and costs actually incurred, of any nature whatsoever, known or unknown, suspected and unsuspected, including but not limited to any and all matters relating to the Property. Notwithstanding the forgoing, the release set forth in this Section shall not release the Swifts from any obligations set forth in this Agreement or any other claim related to the Receivership, all of which are fully reserved.

6. Swifts Limited Release of Claims. As a material inducement to the Receiver to enter into this Agreement, each of the Swifts hereby irrevocably and unconditionally releases, acquits and forever discharges the Receiver, the Receivership Entities and their owners, members, shareholders, Board members, predecessors, successors, assigns, agents, directors, officers employees, representatives, attorneys, parent companies, subsidiaries, affiliates, insurers and any other party from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses, including attorneys' fees and costs actually incurred, of any nature whatsoever, known and unknown, suspected and unsuspected, including but not limited to any and all matters relating the Property. Notwithstanding the forgoing, the release set forth in this Section shall not release the Receiver or the Receivership Entities from any obligations set forth in this Agreement or any other claim related to the Receivership, all of which are fully reserved (i.e., the Swifts may file a claim in the Receivership and the Receiver reserves any and all obligations to such claim).

7. Court Approval. The Settlement Agreement and terms herein are contingent on Court approval which the Receiver shall seek within ten (10) business days of the Parties' full execution and delivery of this Agreement or such later date as the Parties may agree.

8. Disclaimer of Liability. This Agreement shall not in any way be construed as an admission by any of the Parties that any of them have acted wrongfully or violated any law.

9. No claims Have Been Assigned; Merger. The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement, and they have the sole right and exclusive authority to execute this Agreement.

10. Non-Reliance on Verbal Representations. The Parties each represent and warrant that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by the other party with regard to the subject matter, basis or effect of this Agreement.

11. Parties Bound by Agreement. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the Parties and to their heirs, administrators, representatives, executors, successors, and assigns.

12. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings between or among any or all of the Parties.

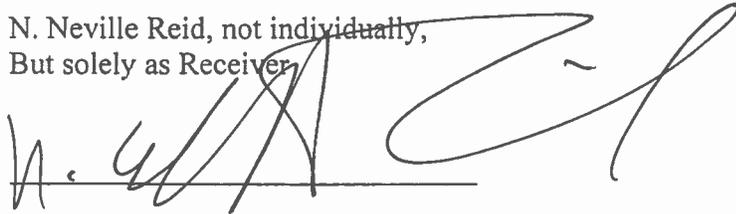
13. Amendment to Agreement. This Agreement may not be modified or amended except by written agreement between the Parties.

14. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement shall be construed without regard to any rules of construction construing the draftsman hereof. If a controversy arises with respect to the subject matter of this Agreement or any provisions hereof, the Parties agree that such controversy shall be adjudicated in the United States District Court for the Northern District of Illinois and specifically in the action *United States Securities and Exchange Commission v. Northridge Holdings Ltd. et al.*, Case No. 19-cv-5957. In the event of any litigation between the Parties hereto with respect to the subject matter hereof, the prevailing party shall be entitled to recover its reasonable fees and costs, in addition to any other relief to which the Party may be entitled.

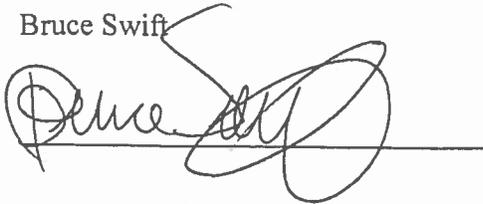
15. Execution. This Agreement may be signed in multiple counterparts, with all counterparts forming but one Agreement. Signature by a Party and transmission of the same by facsimile or electronic mail shall be binding upon the Party whose signature is so transmitted, regardless of whether or not an original, signed copy of this Agreement is ever delivered.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into on the day and year first below written.

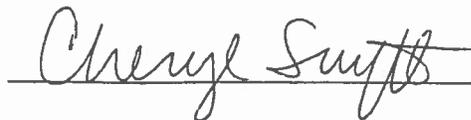
N. Neville Reid, not individually,
But solely as Receiver

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Bruce Swift

A handwritten signature in black ink, appearing to be "Bruce Swift", written over a horizontal line.

Cheryl Swift

A handwritten signature in black ink, appearing to be "Cheryl Swift", written over a horizontal line.