

EXHIBIT 5

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement"), is entered into this 7th day of June, 2013, by and between **ROBERT C. MARSHALL and BETTY JEAN MARSHALL**, (hereinafter called "Buyers") and **BURTON W. WIAND**, As Court-Appointed Receiver in the matter of Securities and Exchange Commission v. Arthur Nadel, et al.; USDMD Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM, (hereinafter called the "Receiver" or "Seller"), and collectively referred to herein as "the Parties."

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to a certain Order Appointing Receiver entered January 21, 2009 in connection with the proceedings in the Securities and Exchange Commission v. Arthur Nadel, et al.; USDMD Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM, (the "Receivership Order");

WHEREAS, Sharon Gae Moody (k/n/a Sharon Carter), is the Trustee of the Sharon Gae Moody Trust Dated 7/23/90 ("Carter"). The Sharon Gae Moody Trust Dated 7/23/90 is the record owner of the real property located at 30393 Upper Bear Creek Road, Evergreen Colorado 80439 (hereinafter the "Property"). Carter previously waived her right of first refusal with regard to any offer received by the Receiver for the purchase of the Property which is the subject of this contract;

WHEREAS, pursuant to the terms of a Settlement Agreement entered into between Sharon G. Moody a/k/a Sharon G. Carter and the Receiver on or about November 1, 2010 and approval of that Settlement Agreement in Securities and Exchange Commission v. Arthur Nadel, et al.; USDMD Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM on November 8, 2010, title to the Property was transferred to the Receiver. See Exhibit "A";

WHEREAS, pursuant to the Receivership Order, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property (as defined below); and,

WHEREAS, the Buyers desires to purchase the Property and Seller desires to sell such Property, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Property:** The Seller agrees to sell and convey and Buyers agree to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, the Property consisting of all of Seller's right, title and interest in and to the Property, more particularly described on Exhibit "B" attached hereto, together with any of the following items or fixtures which may be now located in or which may be a part of the Property: all blinds, window shades, window and door screens, storm doors and windows, awnings in storage or within the Property, fitted fireplace screens, grate, gas logs and attached heaters, electric fixtures, bathroom fixtures, attached hardware, curtain and drapery rods, cornices and fixtures for drapes and curtains, mirrors attached

to walls or doors, electric garage door hand openers, and the following additional items of personal property, refrigerator, range, microwave oven, washer & dryer. Seller further agrees to sell and convey and Buyers agree to purchase and pay for the piano and pool table now located on the Property. Said items and fixtures heretofore described shall be included in the Purchase Price, defined below. The Property shall include all appurtenant rights privileges and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, taxes and assessments, both general and special, not currently due and payable.

2. **Purchase Price:** The Purchase Price shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00).

3. **Escrow Agent and Earnest Money:** An escrow shall be opened, pursuant to this Agreement with the Escrow Agent. Seller and Buyers mutually agree that Land Title shall serve as the Escrow Agent. Upon execution of this Agreement by both parties hereto, the Buyers will deposit with the Escrow Agent the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00) in readily available funds as an earnest money deposit ("Earnest Money Deposit"). The Earnest Money Deposit shall be applied at Closing to the Purchase Price to be paid to Seller by Buyers at Closing for the Property. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. **Conditions of Escrow:** Seller shall, on or before the date of Closing, obtain approval from the United States District Court for the Middle District of Florida. If the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyers fails to perform under this Agreement for any reason whatsoever, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyers' failure to perform. In the event that the Court fails to approve this Agreement, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other. Should Seller fail to perform any obligation under this Agreement for any reason the Earnest Money Deposit shall be delivered immediately to Buyer.

5. **Closing:** Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days of the United States District Court's approval of the sale. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument and the date the Receiver's Deed has been recorded by the escrow agent as provided herein.

6. **Conveyance of Title:** When the funds to be paid by Buyers together with all documents required to be deposited by Buyers pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "C" attached hereto. Carter has agreed to cooperate with the Receiver/Seller and Buyers to the extent required to transfer title to the Property.

7. **Evidence of Title, Survey and Closing Costs:** Buyers, at Buyers' cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the

Property. At Closing, Buyers shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) one-half of all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (v) all charges by the Escrow Agent for escrow services; (vi) all survey costs; (vii) mortgage taxes (if any); (viii) the cost of any environmental reports; and, (ix) Buyers' legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Purchaser hereunder, including without limitation, the cost of performance by Purchaser of its obligations hereunder.

At Closing, Seller shall pay: (i) any premiums for a title insurance policy not to exceed Two Thousand Two Hundred Dollars (\$2,200.00); (ii) one-half of all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; and, (iii) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

Except as otherwise expressly provided for in the Agreement, Buyers shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

8. No Inspection Period and Condition of Premises: There shall be no Inspection Period associated with the Agreement. Buyers acknowledge that prior to their execution of this Agreement they have, with the approval of the Seller and at Buyers' sole risk, cost and expenses, entered the Property to inspect, examine and survey the Property and otherwise do that which, in the opinion of Buyers, was reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyers, and to determine the physical condition of the Property. Buyers shall deliver to Seller copies of the results of any appraisal obtained by Buyers. Buyers further acknowledge and agree to purchase the Property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

9. Damage or Destruction: In the event the Property, or any portion thereof, or the Unit, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyers may declare this Agreement null and void or Buyers may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any "deductible" under such insurance. If Buyers declare this Agreement null and void due to damage or destruction as described in this paragraph 9, the Earnest Money Deposit shall be delivered immediately to Buyer.

10. **Taxes, Assessments & Utilities** : Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Property shall be shall be prorated as of the date of Closing, based upon an actual 365 day year, as is customary. Meters for all public utilities (including water) being used on the Premises shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

11. **Real Estate Brokers**: Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Kathleen Stump of INTERO Real Estate Services (the "Buyers' Broker") and Mark T. Footer of INTERO Real Estate Services (the "Seller's' Broker"). At Closing, Seller agrees to a 6% commission to the Listing Broker, Mark T. Footer of INTERO Real Estate Services pursuant to a separate written agreement by and between Seller and Listing Broker. Listing Broker may share the commission with Buyers' Broker, but in no event shall the total sales commission owed by the Seller exceed 6% of the Purchase Price.

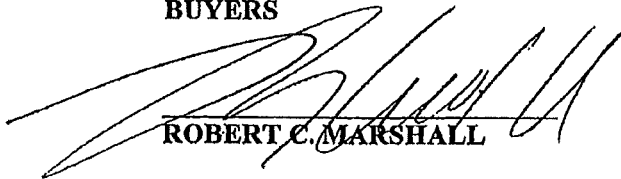
12. **General Provisions:**

- (a) This Agreement shall be governed by the laws of Colorado.
- (b) Buyers and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBMIN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to the exclusion of the courts of any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (c) This Agreement shall inure to the benefit of, and be binding upon, the Seller's successors and assigns, executors and administrators.
- (d) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be

returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.

- (e) This offer is open for acceptance by delivery of a fully executed original hereof, to and including 12:00 p.m. EST on ~~May 22~~ ^{May 21}, 2013, and shall thereafter be withdrawn without notice. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.
- (f) This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. Notices to Seller may be mailed to 5505 Gray Street, Tampa, Florida 33609 and to Buyers at P.O. Box 457, Evergreen, Colorado 80437.

BUYERS



ROBERT C. MARSHALL



BETTY JEAN MARSHALL

SELLER



BURTON W. WIAND, as Court-appointed Receiver

BROKERS' ACKNOWLEDGEMENT

Kathleen Stump of INTERO Real Estate Services (the "Buyers' Broker") and Mark T. Footer of INTERO Real Estate Services (the "Seller's Broker") hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Seller's Broker and Buyers' Broker hereby agree to the compensation structure set forth in paragraph 11 above. Any dispute concerning the compensation of the Seller's Broker or Buyers' Broker shall be resolved pursuant to paragraph 12(b) herein.

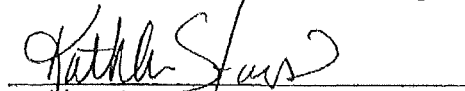


Kathleen Stump
INTERO Real Estate Services
Buyers' Broker
Mark T. Footer
INTERO Real Estate Services
Seller's Broker

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

SETTLEMENT AGREEMENT AND ORDER

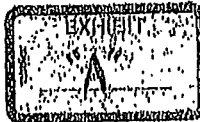
STATEMENT AGREEMENT

WHEREAS, by orders dated January 31, 2009, June 3, 2009, January 19, 2010, and September 23, 2010, the Court in Hawthorn & Wash, Comm'n v. Arthur Mandel, et al., Case No. 8:09-cv-07-1726TBM (M.D. Fla.) (the "SEC Receivership Action"), appointed Barton W. Wind as Receiver (the "Receiver") for Roveop Capital, LLC; Roveop Management, Inc.; Roveop Real Estate, L.P.; Vantage Investment Partners, L.P.; Vantage Management, Inc.; Victory IRA Fund, LP; Victory Fund, LTD; Viking IRA Fund, LLC; Viking Fund, LLC; Viking Management, LLC; and Traders Investment Club and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver sued Sharon C. Moody (now known as Sharon C. Carter), individually and as Trustee of the Sharon C. Moody Revocable Trust (the "Defendant"), in an action styled Barton W. Wind, as Receiver v. S. Moody, et al., Case No. 8:10-cv-249-17MAP (M.D. Fla.) (the "Moody Action"), seeking the return of certain funds received by the Defendant from or at the direction of one or more of the Receivership Entities relating to the Defendant's investment in one or more of the Receivership Entities (the "Solicited Funds"); and

WHEREAS, the Defendant, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, any resolution of this action by agreement of the Receiver and the Defendant 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 Recevcrship Court, the Defendant and the Receiver have agreed to the following in full settlement of the settled Claims (the "Defendant's Obligations"):

(1) Payment of \$39,000.00 by the Defendant to the Receiver. The Defendant agrees to make such payment within 5 business days after approval of this settlement by the SEC Recevcrship Court;

(2) Transfer by the Defendant to the Receiver of title to real property located at 30393 Upper Bear Creek Road, Broomfield, CO 80439 (the "Colorado Property"). Defendant represents and warrants that the Defendant holds such title free and clear of any encumbrances or claims except for one encumbrance in the form of a mortgage securing a note payable to Wells Fargo having an outstanding balance owed (including principal, interest, and any fees, penalties, or other amount owed) as of November 30, 2010, in the amount of \$300,293.72. The Defendant agrees that such title shall be transferred by operation of an Order approving this settlement by the SEC Recevcrship Court, but that the Defendant will execute a quitclaim deed and/or any other necessary papers memorializing such transfer within 3 business days after approval of this settlement by the SEC Recevcrship Court, which deed and/or other necessary papers will be provided by the Receiver. The Defendant further represents and warrants the Colorado Property, including the home situated on such site and the home's fixtures and appliances, is materially in the same condition and working order as it was at the time of its inspection for an appraisal on September 24, 2010. Upon transfer of the Colorado Property in accordance with this Settlement Agreement and following the Defendant's relinquishment of possession of said property to the Receiver, the Receiver shall be responsible for all expenses associated with the Colorado Property and will assume full

responsibility for satisfying the Wells Fargo mortgage loan referenced above. In this regard, and subject to any objections or reservations in the loan documents, the parties agree to execute any necessary documents, and cooperate in securing the assignment of said mortgage loan from Defendant to the Receiver contemporaneously with the transfer of title to the Colorado Property from Defendant to the Receiver. The Receiver expressly acknowledges, confirms, and agrees that this transfer is being done to settle disputed claims and shall in no way be reported, interpreted, or characterized in such a manner as to negatively affect or impugn Defendant's credit.

(3) Transfer by the Defendant to the Receiver of all jewelry, furnishings, antiques, and any other personal property in the possession, custody, or control of the Defendant that was funded by Nell Moody;

(4) Transfer and assignment by the Defendant to the Receiver of any and all claims the Defendant has or may have for tax refunds arising from the Defendant's investment in any of the Receivership Entities; and

(5) Cooperating with and assisting the Receiver to fully effectuate each of the matters set forth above in paragraphs (1) through (4), including by, but not limited to, executing an appropriate quitclaim deed and/or other necessary papers to transfer title in the Colorado Property to the Receiver and to assign/transfer the mortgage loan to the Receiver, executing tax returns and other papers for submission to the Internal Revenue Service in connection with efforts to obtain tax refunds relating to the Defendant's investment in the Receivership Entities and undersing any such refund checks for the benefit of the Receiver, and executing any papers that may be necessary to transfer all interests in the jewelry, furnishings, antiques, and other personal property referenced above that were funded by Nell Moody.

Upon completion of all of the Defendant's Obligations and clearing of the payment of \$39,000 contemplated above, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns (collectively, the "Releasee"), shall be deemed to have released and forever discharged the Defendant and her agents, representatives, attorneys, trustees, and beneficiaries (collectively, the "Releasee") of and from any and all claims, demands, rights, promises, debts, suits, rights, notes, agreements, covenants, liabilities, damages, losses, attorney fees, costs, expenses, obligations, and causes of action, whether known or unknown, direct or derivative, at law or in equity, which the Releasee, from the beginning of the world to the date of the Receiver's execution of this Settlement Agreement, had, has, or might hereafter claim to have or assert against Releasee for, upon, or by reason of any matter, cause, event, transaction, investment, deposit, withdrawal, transfer, occurrence, or thing relating to Defendant's investment in or receipt, directly or indirectly, of money connected in any way to any product, fund, entity, or venture established, operated, or controlled by Arthur Nadol and/or Receivership Entities or to Defendant's receipt of any asset or other thing funded with such money, including those claims asserted or which could have been asserted by the Receiver against Defendant in the Moody Action. This release and discharge is not intended to and does not release and discharge any claim, demand, right, promise, or obligation directed at any party in the Moody Action other than the Defendant, nor does it release any party from any promise or obligation contained in or imposed by this Settlement Agreement.

In further consideration of the release of claims described above, the Defendant (a) warrants that in connection with the Defendant's investment in Receivership Entities and to the best of her knowledge, information, and belief based on her own records and

Information/documents furnished by the Receiver, \$1,070,284.44 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant's investment; (b) has provided a sworn statement to the Receiver addressing the Defendant's financial circumstances and assets in her possession, custody, or control that were funded by Neil Moody; and (c) has entered into an ancillary agreement with the Receiver concerning the length of time the Defendant may remain in the Colorado Property, the Defendant's obligations with respect to payment of the mortgage, utilities, and other expenses related to her use and maintenance of the Colorado Property, and the Defendant's right of first refusal in connection with the Receiver's eventual sale of the Colorado Property.

The Defendant agrees to notify the Receiver within 3 business days of her discovery of any other personal property or other asset in the possession, custody, or control of the Defendant that was funded by Neil Moody and to promptly turnover to the Receiver any such personal property or other asset.

The Defendant agrees to waive and does hereby waive any claims the Defendant had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and the Defendant understand and agree that, subject to the approval of the SEC Receivership Court, the fulfillment of the parties' obligations and of other commitments and undertakings made in this Settlement Agreement, and the waiver of claims are in full accord and satisfaction of and in compromise of disputed claims, and the Defendant's obligations and other commitments and undertakings made in this Settlement Agreement by the Defendant and the waiver of claims are not and shall never be offered or characterized by the Receiver or his agent/attorneys as an admission of

liability or wrongdoing, which is expressly denied, but are made for the purpose of terminating a dispute, resolving contested claims, and avoiding litigation.

After execution of this Settlement Agreement by all parties, the Receiver will promptly (and in no event more than 3 business days) move the SEC Receivability Court for approval of this settlement. If the SEC Receivability Court approves the settlement, following completion of all of the Defendant's Obligations, the Receiver will promptly move the Court to dismiss with prejudice the claims asserted against the Defendant in the Moody Action. To the extent necessary, the Defendant agrees to assist the Receiver in seeking the SEC Receivability Court's approval of this settlement and, following any such approval and at the time required by this Settlement Agreement, in securing the dismissal of the claims asserted against the Defendant in the Moody Action. The Defendant understands and agrees that each party shall bear its own individual costs and attorney fees incurred in the resolution of this matter.

The Receiver and the Defendant 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 Defendant 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 on the dates indicated,

By: [Signature]
Sharon Moody (sole owner as Sharon
Chloro); Individually and as Trustee of
the Sharon C. Moody Revocable Trust

By: [Signature]
Burton W. Wind, as Receiver of the
Revocability Estate

Date: 11-1-10

Date: 11-3-10

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, L.L.C.
and 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, L.L.C.; VIKING FUND, L.L.C.; and
VIKING MANAGEMENT, L.L.C.

Relief Defendants.

ORDER

UPON DUE CONSIDERATION, it is ORDERED AND ADJUDGED that the Receiver's Motion to Approve Settlement (Dkt. 516) is granted. The Court specifically approves the written settlement agreement attached to the motion entered into between the Receiver and Sharon G. Moody, individually and as Trustee of the Sharon G. Moody Revocable Trust, with regard to the return of what the Receiver describes as "false profits," in the amount of and within the time period provided for in the agreement.

DONE AND ORDERED at Tampa, Florida, on November 8, 2010.

s/Richard A. Lazzara
RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

That part of the North ½ Northwest ¼ of Section 9, Township 5 South, Range 71 West, of the 6th P.M., described as follows:

Beginning at a point marked by a cross on a rock 600 feet South of the North boundary of said Section 9, and 800 feet West of the East boundary of the Northwest ¼ of said Section 9; thence West 374.3 feet to a second point marked by a cross on a rock; thence South 13.1 feet; thence West to the middle of Bear Creek; thence following the middle of the creek in a Southeasterly direction to a point directly South of the point of beginning; thence North to the bank of the creek at a point marked by a cross on a rock; thence North 321.6 feet to a point of beginning.

A strip of land situated in the North ½ Northwest ¼ of Section 9, Township 5 South, Range 71 West, of the 6th P.M., which lies between the centerline of Bear Creek and the main highway and is South of and contiguous to that parcel acquired by Ted A. Chapman and Gladys M. Chapman by deed recorded on August 7, 1958, in Book 1134 at page 597, the Western and Eastern boundaries of this strip being the Western and Eastern boundaries respectively of the said parcel described in Book 1134 at Page 597, extended South to said main highway, County of Jefferson, State of Colorado.

Also known as: 30393 Upper Bear Creek Road, Evergreen, Colorado 80439

EXHIBIT C TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____, 2013, by and between **BURTON W. WIAND, AS RECEIVER** (hereinafter referred to as the "Grantor"), having a mailing address of 5505 Gray Street, Tampa, Florida 36609 and **ROBERT C. MARSHALL and BETTY JEAN MARSHALL** having an address of 5086 S. Camel Heights Road, Evergreen, Colorado 80439 (hereinafter referred to as the "Grantees");

WITNESSETH:

That Burton W. Wiand was appoint as receiver for the Property, as hereinafter described, pursuant to that certain Order Reappointing Receiver in Securities and Exchange Commission v. Arthur Nadel, et al, United States District Court Middle District of Florida, Tampa Division Case No.: 8:09-cv-87-T-26TBM. The sale having been duly approved by Order of the United States District Court Middle District of Florida Tampa Division entered _____, 2013 (hereinafter referred to as the "Order" and attached hereto as Exhibit A and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Jefferson County, Colorado, being more particularly described in Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness

Burton W. Wiand, as Receiver

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

EXHIBIT A TO RECEIVER'S DEED

COURT ORDER

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

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, LLC.

Relief Defendants.

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Sale of Real Property Located in Evergreen, Jefferson County, Colorado (the "Motion") (Dkt. ____). Upon due consideration of the Receiver's powers as set forth in the Order Appointing Receiver

(Dkt. 8), the Orders Reappointing Receiver (Dkts. 140, 316, 493 and 935), and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 30393 Upper Bear Creek Road in Evergreen, Jefferson County, Colorado 80439, pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion, is hereby approved. The Court finds that the Receiver has substantially complied with the provisions of 28 U.S.C. §2001, and the Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to Robert C. Marshall and Betty Jean Marshall, by way of Receiver's Deed, pursuant to Purchase and Sale Agreement, title to the real property located in Evergreen, Jefferson County, Colorado, which bears the following legal description:

That part of the North $\frac{1}{2}$ Northwest $\frac{1}{4}$ of Section 9, Township 5 South, Range 71 West, of the 6th P.M., described as follows:

Beginning at a point marked by a cross on a rock 600 feet South of the North boundary of said Section 9, and 800 feet West of the East boundary of the Northwest $\frac{1}{4}$ of said Section 9; thence West 374.3 feet to a second point marked by a cross on a rock; thence South 13.1 feet; thence West to the middle of Bear Creek; thence following the middle of the creek in a Southeasterly direction to a point directly South of the point of beginning; thence North to the bank of the creek at a point marked by a cross on a rock; thence North 321.6 feet to a point of beginning.

A strip of land situated in the North $\frac{1}{2}$ Northwest $\frac{1}{4}$ of Section 9, Township 5 South, Range 71 West, of the 6th P.M., which lies between the centerline of Bear Creek and the main highway and is South of and contiguous to that parcel acquired by Ted A. Chapman and Gladys M. Chapman by deed recorded on August 7, 1958, in Book 1134 at page 597, the Western and Eastern boundaries of this strip being the Western and Eastern boundaries respectively of the said parcel described in Book 1134 at Page 597, extended South to said main highway, County of Jefferson, State of Colorado.

Also known as: 30393 Upper Bear Creek Road, Evergreen, Colorado 80439

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____,

2013.

RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT B TO RECEIVER'S DEED

LEGAL DESCRIPTION

That part of the North $\frac{1}{2}$ Northwest $\frac{1}{4}$ of Section 9, Township 5 South, Range 71 West, of the 6th P.M., described as follows:

Beginning at a point marked by a cross on a rock 600 feet South of the North boundary of said Section 9, and 800 feet West of the East boundary of the Northwest $\frac{1}{4}$ of said Section 9; thence West 374.3 feet to a second point marked by a cross on a rock; thence South 13.1 feet; thence West to the middle of Bear Creek; thence following the middle of the creek in a Southeasterly direction to a point directly South of the point of beginning; thence North to the bank of the creek at a point marked by a cross on a rock; thence North 321.6 feet to a point of beginning.

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