

## SETTLEMENT AGREEMENT

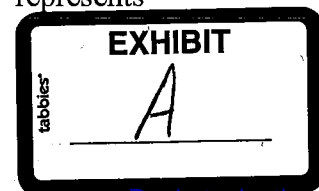
WHEREAS, by order dated June 3, 2009, the Court in Sec. & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"), reappointed Burton W. Wiand as Receiver (the "Receiver") for Scoop Real Estate, L.P.; Scoop Management, Inc.; Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P.; Valhalla Management, Inc.; Victory IRA Fund, LTD; Victory Fund, LTD; Viking IRA Fund, LLC; Viking Fund, LLC; Viking Management; Venice Jet Center, LLC; Tradewind, LLC; Laurel Mountain Preserve, LLC; Laurel Preserve, LLC; the Marguerite J. Nadel Revocable Trust UAD 8/2/07; the Laurel Mountain Preserve Homeowners Association, Inc.; The Guy-Nadel Foundation, Inc.; Lime Avenue Enterprises, LLC; and A Victorian Garden Florist, LLC and all of their subsidiaries, successors, and assigns (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 seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities (the "Lawsuit"); and

WHEREAS, John Cart, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, any resolution of this action by agreement of the Receiver and John Cart 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, John Cart has agreed to pay and the Receiver has agreed to accept a total of \$46,272.61 in full settlement of the claims to be asserted in the Lawsuit. The \$46,272.61 represents



90% of \$51,414.01, the total of sums received by John Cart in excess of his investment (“false profits”) and is to be paid no later than fourteen (14) days after approval of this settlement by the SEC Receivership Court.

Upon receipt and clearing of the 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 John Cart and his successors and assigns of and from any and all claims which could have been asserted by the Receiver, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to John Cart’s investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and the Receivership Entities.

In further consideration of the release of claims described above, John Cart warrants that \$51,414.01 is the total amount of money or value that he received from the Receivership Entities in excess of his investment, and John Cart agrees to waive and does hereby waive any claim he had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and John Cart 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 the dispute and avoiding litigation.

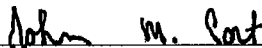
After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. John Cart

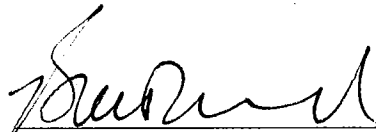
understands and agrees that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter other than as indicated above in connection with a default. To the extent necessary, John Cart agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement.

The Receiver and John Cart agree that 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 John Cart 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.

  
\_\_\_\_\_  
John Cart

  
\_\_\_\_\_  
Burton W. Wiand, As Receiver  
of the Receivership Entities

Date: 8/23/09

Date: 9/2/2009