

## SETTLEMENT AGREEMENT

WHEREAS, by order dated January 21, 2009, 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; and Viking Management, 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, Tampa Division (the "Lawsuit"), to assert claims seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by Trevor Taylor in excess of his investment in one or more of the Receivership Entities, which investment was made in the name of Trevor Taylor (the "Settled Claims"); and

WHEREAS, Trevor Taylor without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, Trevor Taylor and the Receiver acknowledge that this settlement agreement does not relate to, and specifically excludes, any and all claims relating to investments by Trevor Taylor in one or more of the Receivership Entities made in any other name, including through The Taylor Family Limited Partnership, Jansen W. & Kay C. Taylor, Family L.P. or Jansen & Kay Taylor, FLP-IMA; and

WHEREAS, any resolution of this action by agreement of the Receiver and Trevor Taylor 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, Trevor Taylor has agreed to pay and the Receiver has agreed to accept a total of \$25,501.46 in full settlement of the Settled Claims, to be paid in four payments as follows: a first payment of \$15,001.46 to be paid within 14 days after approval of this settlement by the SEC Receivership Court; a second payment of \$3,500 to be paid by April 1, 2010; a third payment of \$3,500 to be paid by July 1, 2010; and a fourth and final payment of the balance of \$3,500 to be paid by October 1, 2010.

Upon receipt and clearing of the fourth and final 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 Trevor Taylor, of and from any and all Settled Claims.

In further consideration of the release of claims described above, Trevor Taylor warrants that \$28,334.96 is the total amount of money or value Trevor Taylor received from Receivership Entities in excess of his investment in connection with investments in one or more of the Receivership Entities made in the name of Trevor Taylor. Further, Trevor Taylor agrees to waive and does hereby waive any claim that he had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and Trevor Taylor 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 a dispute and avoiding litigation.

The Receiver and Trevor Taylor agree that all statutes of limitations and/or statutes of repose that are applicable to any and all Settled Claims shall be tolled and suspended until the final settlement payment has been received by the Receiver and has cleared the banking system.


After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. To the extent necessary, Trevor Taylor agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement. Trevor Taylor understands and agrees that each party shall bear his own individual costs and attorney fees incurred in the resolution of this matter.


In the event Trevor Taylor fails to make payment as provided by this Settlement Agreement, Trevor Taylor hereby consents to the entry of a Judgment. Trevor Taylor acknowledges that such amount will be no less than the total amount of money or value Trevor Taylor received from Receivership Entities in excess of his investment in connection with investments in one or more of the Receivership Entities made in the name of Trevor Taylor.

The Receiver and Trevor Taylor 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 Trevor Taylor 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:   
Trevor Taylor

  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 12-15-2009

Date: 12/16/2009

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