

SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009 and January 19, 2010 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 sued Paul C. Smith and Leonore Smith, as Co-Trustees of the Smith Revocable Family Trust dtd 08/03/1989 (the "Defendants") in an action styled Burton W. Wiand, as Receiver v. Paul C. Smith and Leonore Smith, as Co-Trustees of the Smith Revocable Family Trust dtd 08/03/1989 (the "Smith Action"), Case No. 8:10-cv-00175-T-17MAP (M.D. Fla), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Defendants in excess of their investment in one or more of the Receivership Entities (the "Settled Claims"); and

WHEREAS, the Defendants, without admitting liability, wish to resolve this matters amicably; and

WHEREAS, Paul C. Smith and Leonore Smith, as Co-Trustees of the Smith Revocable Family Trust dtd 08/03/1989, represent that they have the express authority of the Smith Revocable Family Trust dtd 08/03/1989 to enter into this Agreement on its behalf.

EXHIBIT A

WHEREAS, any resolution of this action by agreement of the Receiver and the Defendants 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 Defendants have agreed to pay and the Receiver has agreed to accept a total of \$62,128.11 in full settlement of the Settled Claims, to be paid within 14 days after approval of this settlement by the SEC Receivership Court.

Upon receipt and clearing of the full settlement payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall release and forever discharge the Defendants of and from any and all claims asserted, or which could have been asserted, in the Smith Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

Further, upon receipt and clearing of the full settlement payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall release and forever discharge any and all (i) successor trustees of the Smith Family Revocable Trust dated 08/03/1989, (ii) beneficiaries of the Smith Family Revocable Trust dated 08/03/1989, and (iii) any and all heirs, successors or assigns of the beneficiaries of said trust of and from any and all claims asserted in the Smith Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' investment in any

product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

To the extent applicable, the Receiver waives the provisions of Section 1542 of the California Civil Code reading as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing this release, which if known by him or her must have materially affected his or her settlement with the Debtor."

In further consideration of the release of claims described above, the Defendants warrant that \$62,128.11 is the total amount of money or value the Defendants received from Receivership Entities in excess of their investment, and the Defendants and any and all (i) successor trustees of the Smith Family Revocable Trust dated 08/03/1989, (ii) beneficiaries of the Smith Family Revocable Trust dated 08/03/1989, and (iii) any and all heirs, successors or assigns of the beneficiaries of said trust agree to waive and do hereby waive any claim that they had, have, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and the Defendants 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.

After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, following receipt and clearing of the

payment called for above, the Receiver will promptly move the Court to dismiss the Smith Action with prejudice. To the extent necessary, the Defendants agree to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement and following any such approval, in securing the dismissal of the Smith Action. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

In the event Defendants fail to make any payment hereunder as provided by this Settlement Agreement, Defendants hereby consent to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. Defendants acknowledge and agree that such Judgment will be for the total amount of money Defendants received from the Receivership Entities in excess of their investment as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

Notwithstanding the provision herein concerning Section 1542 of the California Civil Code, the Receiver and the Defendants acknowledge and 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 Defendants 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: Paul C. Smith
Paul C. Smith, as Co-Trustee of the Smith
Revocable Family Trust dtd 08/03/1989

Date: 3/22/10

Burton W. Wiand
Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 3/29/2010

By: Leonore M. Smith
Leonore Smith, as Co-Trustee of the Smith
Revocable Family Trust dtd 08/03/1989

Date: 3/22/10