

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 Alliance Equities, Inc. (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Alliance Equities, Inc. (the "Alliance Equities Action"), Case No. 8:10-cv-151-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 Defendant in excess of its investment in one or more of the Receivership Entities (the "Settled Claims"); and

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

WHEREAS, Sharon L. Black, as a Member of Defendant, represents that she has the express authority of the Defendant to enter into this Agreement on the Defendant's behalf; 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 Receivership Court, the Defendant has agreed to pay and the Receiver has agreed to accept a total of \$32,349.46 in full settlement of the Settled Claims, to be paid in six equal payments as follows: a first payment of \$5,391.58 to be paid by June 1, 2010; a second payment of \$5,391.58 to be paid by July 1, 2010; a third payment of \$5,391.58 to be paid by August 1, 2010; a fourth payment of \$5,391.58 to be paid by September 1, 2010; a fifth payment of \$5,391.58 to be paid by October 1, 2010; and a sixth and final payment of \$5,391.58 to be paid by November 1, 2010.

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 be deemed to have released and forever discharged the Defendant of and from any and all claims asserted, or which could have been asserted, in the Alliance Equities Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendant's investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In further consideration of the release of claims described above, the Defendant warrants that \$35,943.84 is the total amount of money or value the Defendant received from Receivership Entities in excess of its investment, and the Defendant agrees to waive and does hereby waive any claim that it 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 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 Alliance Equities Action with prejudice. To the extent necessary, the Defendant agrees 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 Alliance Equities Action. The Defendant understands and agrees that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

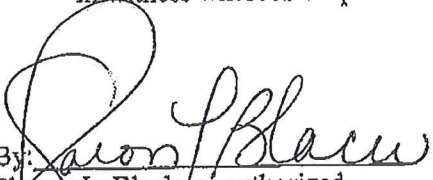
In the event Defendant fails to make any payment hereunder as provided by this Settlement Agreement, Defendant hereby consents to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. Defendant acknowledges and agrees that such Judgment will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

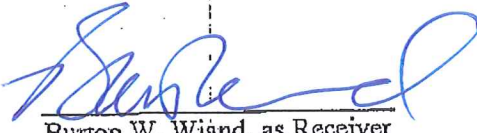
The Receiver and the Defendant agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

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 affect of original signed pages.

In witness whereof the parties have set their hands as of the dates indicated.


By: Sharon L. Black
Sharon L. Black, as authorized
representative of Alliance Equities, LLC


Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 5/10/10

Date: 5/11/2010