

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 Wilbur B. Sypherd, individually and as Co-Trustee of the Sypherd Revocable Family Trust dated 12/15/89 and Sharon Sypherd as Co-Trustee of the Sypherd Revocable Family Trust dated 12/15/89 (the "Defendants") in an action styled Burton W. Wiand, as Receiver v. Wilbur B. Sypherd, individually and as Co-Trustee of the Sypherd Revocable Family Trust dated 12/15/89 and Sharon Sypherd as Co-Trustee of the Sypherd Revocable Family Trust dated 12/15/89 (the "Sypherd Action"), Case No. 8:10-cv-174-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 these matters amicably; and

WHEREAS, Wilbur B. Sypherd and Sharon Sypherd represent that they have the express authority of the Sypherd Revocable Family Trust dated 12/15/89 to enter into this Agreement on its behalf;

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 \$96,383.63 in full settlement of the Settled Claims, to be paid as follows: a first payment of \$16,383.63 to be paid within 14 days of approval of this settlement by the SEC Receivership Court; and a second and final payment of \$80,000 to be paid by November 15, 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 Defendants of and from any and all claims asserted, or which could have been asserted, in the Sypherd Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to Defendants' 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 Defendants warrant that \$105,380.23 is the total amount of money or value the Defendants received from Receivership Entities in excess of Defendants' investment, and the Defendants 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.

In further consideration of the Receiver's release of claims as described above, Defendants, jointly and severally, agree to indemnify and hold harmless the Receiver of

and from any claim that may arise between or among Defendants in connection with this settlement.

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 final and full payment called for above, the Receiver will promptly move the Court to dismiss the Sypherd 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 Sypherd 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 joint and several 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 Defendants' investment as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver and the Defendants 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: Wilbur B. Sypherd
Wilbur B. Sypherd, individually and as
Co-Trustee of the Sypherd Revocable
Family Trust dated 12/15/89

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

Date: 5-26-10

Date: 6/1/2010

By: Sharon Sypherd
Sharon Sypherd as Co-Trustee of the Sypherd
Revocable Family Trust dated 12/15/89

Date: 5-26-10

