

## Non-Solicitation Agreement

This Agreement (the "Agreement") is entered into as of June 27, 2005, between Valhalla Management, Inc., a Florida corporation ("VMI"), Viking Management, LLC a Delaware limited liability company ("Viking"), Valkyrie Management, LLC, a Delaware limited liability company ("Valkyrie"), Scoop Management, Inc., a Florida corporation ("SMI"), and Scoop Capital, LLC, a Florida limited liability company ("Scoop" and, together with VMI, Viking, Valkyrie and SMI, the "Manager") and Carnegie Asset Management, Inc. and The Wall Street Digest, Inc. (together, with their Affiliates (as defined in Section 4) "Carnegie").

### WITNESSETH:

**WHEREAS**, the Manager serves as manager of Valhalla Investment Partners LP, a Delaware limited partnership ("Valhalla Fund"), Viking Fund, LLC and Viking IRA Fund, LLC, each a Delaware limited liability company (together, the "Viking Funds"), Valkyrie Fund, LLC, a Delaware limited liability company ("Valkyrie Fund"), Victory Fund, Ltd. and Victory IRA Fund, Ltd., each a Florida limited partnership (together, "Victory Funds", and with Valhalla Fund, the Viking Funds, Valkyrie Fund, and the Victory Funds, the "Funds").

**NOW, THEREFORE**, the parties agree as follows:

1. **Non-Solicitation.** Manager will pay to Carnegie fees as described in Section 2 of this Agreement for providing the undertakings described herein. Carnegie will not mention the Funds by name in Carnegie's newsletter. Carnegie will not directly contact (other than by newsletter of general circulation or by general promotional mass mailings to existing or prospective clients or subscribers of Carnegie) any person actually known by Carnegie to be a Fund investor. Carnegie will not recommend that any person redeem existing interests in the Fund. Carnegie will refer to the Funds promptly and not reply to any questions Carnegie receives about the Funds. Carnegie will report promptly to the Funds any direct contact with a person actually known by Carnegie to be a Fund investor. Carnegie will not recommend alternative investments or funds (other than by newsletter of general circulation or by general promotional mass mailings to existing or prospective clients or subscribers of Carnegie) to persons actually known by Carnegie to be Fund investors.

Notwithstanding the foregoing, Carnegie may recommend alternative investment funds or products other than the Fund in Carnegie's newsletter or by general promotional mass mailings to existing or prospective clients or subscribers of Carnegie.

2. **Fees.** Manager will pay a quarterly fee to Carnegie at the end of each calendar quarter in an amount equal to \$125,000. This fee shall be paid within 30

business days of the end of each calendar quarter, except that the first such payment shall be due by June 30, 2005 with respect to the calendar quarter ended June 30, 2005. Each party will pay its own expenses.

3. Independent Contract. Neither Carnegie nor any agent, employee, officer, or independent contractor of or retained by Carnegie, will become or be deemed an employee, partner, joint venturer, or agent of the Funds or the Manager, by reason of this Agreement or the transactions contemplated in this Agreement. Carnegie is and will remain an independent contractor of the Manager.

4. Nondisclosure. Without the written consent of the other party, neither party nor any Affiliate may disclose to any person or entity outside of its company, or to any person or entity within its company not having a need to know for the purposes of consummating the transactions contemplated by this Agreement, any confidential information submitted to it by or which it possesses from the other party. Each party will take all appropriate necessary action to provide for the safekeeping of any confidential information and use its best efforts to prevent disclosure, in whole or in part, of the information to any third party without prior written consent of the other party. Affiliate, as used in this Agreement, means a person or persons who control, or are controlled by any other person, or are both under the common control of a third person.

5. Representations and Warranties. Each party, on behalf of itself, its Affiliates, and their agents, represents, warrants, and covenants to the other that: (a) it is duly organized and validly existing, and has the legal power, right, and authority to enter into this Agreement and (b) all requisite action has been taken by it in connection with entering into this Agreement and the consummation of the transactions contemplated by this Agreement and the individual executing this Agreement on behalf of it has the legal power, right, and actual authority to bind it to the terms and conditions of this Agreement.

6. Waiver. Any waiver of a default or provision under this Agreement must be in writing.

7. Term. The term of this Agreement shall be up until April 30, 2007, meaning that the final payment will be due by April 30, 2007 with respect to the calendar quarter ending March 31, 2007.

At the conclusion of the Agreement, assuming all payments required under Section 2 hereof have been made, the Funds and Affiliates shall have no further obligation to Carnegie and Affiliates in relation to the Funds or any past or present Fund investor, and Carnegie and Affiliates shall have no further or ongoing obligations to the Funds and Affiliates in relation to the Funds or any past or present Fund investor.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not pre-empted by federal law.

9. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Funds:

Neil V. Moody  
Viking Management, LLC  
1618 Main Street  
Sarasota, FL 34236

AND

Arthur Nadel  
Victory Fund, Ltd.  
1618 Main Street  
Sarasota, FL 34236

with a copy to:

Scott R. MacLeod, Esq.  
Holland & Knight LLP  
200 South Orange Avenue  
Suite 2600  
Orlando, FL 32801

If to Carnegie:

Donald H. Rowe  
Carnegie Asset Management, Inc.  
8830 S. Tamiami Trail  
Suite 110  
Sarasota, Florida 34238

with a copy to:

Jason Lessinger, Esq.  
Icard, Merrill, Cullis, Timm, Furen & Ginsburg  
2033 Main Street  
Suite 600  
Sarasota, FL 34237

or to such other addresses as either party hereto may from time to time give notice of to the other in the aforesaid manner.

10. Benefits: Binding Effect. This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs personal representatives, legal representatives, successors and, where applicable, assigns. Notwithstanding the foregoing, neither party may assign its rights or obligations hereunder without the prior written consent of the other. All amounts remaining payable under Section 2 hereof shall become immediately payable, upon the resignation or death of Art Nadel or Neil Moody, the termination of the Manager, or any merger, consolidation or sale of Manager or substantially all of its assets.

11. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

12. Attorney Fees. In any litigation between the parties concerning this Agreement or its enforcement, the prevailing party or parties in such litigation shall be entitled to collect in such action from the non-prevailing party or parties all costs of such litigation, including reasonable attorney fees at all levels of proceedings.

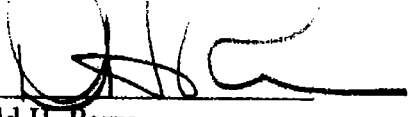
13. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter set forth herein and may be modified or amended only upon the mutual written consent of the parties hereto or their respective heirs, legal representatives, successors or assigns; provided that this Agreement will not override existing provisions of the Funds' constituent documents regarding management discretion over accepting new investors, mandatory redemption, etc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

VALHALLA MANAGEMENT, INC.

By: \_\_\_\_\_  
Neil V. Moody

CARNEGIE ASSET MANAGEMENT, INC.

By:   
Donald H. Rowe

VIKING MANAGEMENT, LLC

By: \_\_\_\_\_  
Neil V. Moody

THE WALL STREET DIGEST, INC.

By:   
Donald H. Rowe

VALKYRIE MANAGEMENT, LLC

By: \_\_\_\_\_  
Neil V. Moody

SCOOP CAPITAL, LLC

By: \_\_\_\_\_  
Arthur Nadel

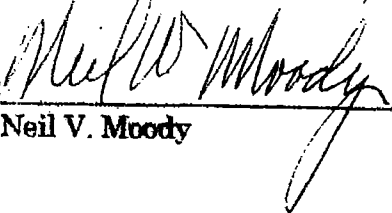
SCOOP MANAGEMENT, INC.

By: \_\_\_\_\_  
Arthur Nadel

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VALHALLA MANAGEMENT, INC.

By:   
Neil V. Moody

CARNEGIE ASSET MANAGEMENT, INC.

By: \_\_\_\_\_  
Donald H. Rowe

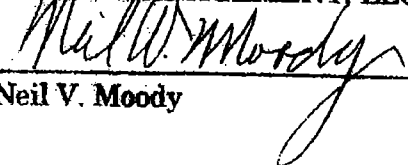
VIKING MANAGEMENT, LLC

By:   
Neil V. Moody

THE WALL STREET DIGEST, INC.

By: \_\_\_\_\_  
Donald H. Rowe

VALKYRIE MANAGEMENT, LLC

By:   
Neil V. Moody

SCOOP CAPITAL, LLC

By:   
Arthur Nadel

SCOOP MANAGEMENT, INC.

By:   
Arthur Nadel