

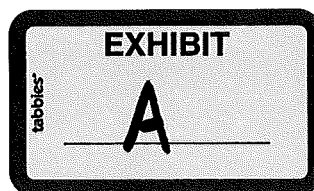
### SETTLEMENT AGREEMENT

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 Long Island Market Neutral Fund and ABN AMRO Bank N.V. n/k/a The Royal Bank of Scotland N.V. ("Defendants") in an action styled Burton W. Wiand, as Receiver v. Long Island Market Neutral Fund and ABN AMRO Bank N.V. n/k/a The Royal Bank of Scotland N.V. (the "Long Island Action"), Case No. 8:10-cv-240-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, Sophie Raven, as Director of Defendant Long Island Market Neutral Fund, represents that he/she has the express authority of the Long Island Market Neutral Fund to enter into this Agreement on its behalf.



WHEREAS, John Collins and Helen Short, as authorized signatories of Defendant ABN AMRO Bank N.V. n/k/a The Royal Bank of Scotland N.V., represent that they together have the express authority of ABN AMRO Bank N.V. n/k/a The Royal Bank of Scotland N.V. 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 \$479,669.08 in full settlement of the Settled Claims, to be paid within 14 days of receipt by Defendants of notice from the Receiver as set forth herein regarding approval of this settlement by the SEC Receivership Court.

Upon receipt and clearing of this full settlement payment, the Receiver, on behalf of the Receivership Entities and their officers, directors, general partners, employees, agents, representatives, beneficiaries, and assigns (collectively, the "Releasers"), shall be deemed to have released and forever discharged the Defendants and their officers, directors, members, owners, principals, limited partners, shareholders, investors, parents, subsidiaries, affiliates, employees, agents, representatives, beneficiaries, predecessors, successors, and assigns, of and from any and all claims asserted, or which could have been asserted, in the Long Island Action, as well as any and all other claims, demands, rights, promises, and obligations, whether arising in contract, tort or otherwise, 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 or any Receivership Entity.

In further consideration of the release of claims described above, the Defendants warrant that \$531,826.75 is the total amount of money or value the Defendants received from Receivership Entities in excess of their 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 and their agents and representatives.

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, the Receiver shall notify the Defendants in writing of such approval. Such notice shall include a copy of the order entered by the SEC Receivership Court approving this settlement and full details of the account into which the settlement payment should be made. Within three (3) days of receipt and clearing of the payment called for above, the Receiver will promptly move the Court to dismiss the Long Island 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 Long Island 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.

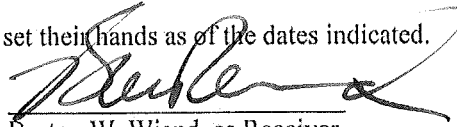
The Receiver represents and warrants that neither it nor any Receivership Entity has heretofore assigned or transferred to any person or entity any of the matters released under this Settlement Agreement.

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.

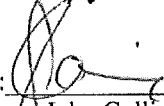
By: \_\_\_\_\_  
Name: Sophie Raven  
As authorized representative of Long  
Island Market Neutral Fund

  
Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: \_\_\_\_\_

Date: 6/25/2010

By:   
Name: Helen Short  
As authorized representative of ABN  
AMRO Bank N.V. n/k/a The Royal Bank  
of Scotland N.V.

By:   
Name: John Collins  
As authorized representative of ABN  
AMRO Bank N.V. n/k/a The Royal Bank  
of Scotland N.V.

Date: 21 June 2010

Date: 21/06/2010

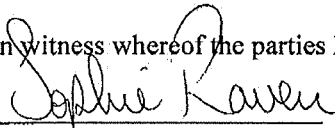
settlement and following any such approval, in securing the dismissal of the Long Island Action. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

The Receiver represents and warrants that neither it nor any Receivership Entity has heretofore assigned or transferred to any person or entity any of the matters released under this Settlement 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:   
Name: Sophie Raven  
As authorized representative of Long  
Island Market Neutral Fund

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

Date: 24 June 2010

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Helen Short  
As authorized representative of ABN  
AMRO Bank N.V. n/k/a The Royal Bank  
of Scotland N.V.

By: \_\_\_\_\_  
Name: John Collins  
As authorized representative of ABN  
AMRO Bank N.V. n/k/a The Royal Bank  
of Scotland N.V.

Date: \_\_\_\_\_

Date: \_\_\_\_\_