

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 intends to commence a lawsuit in the United States District Court for the Middle District of Florida, Tampa Division (the "Lawsuit"), to assert claims seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Bruehl Family Trust in excess of its investment in one or more of the Receivership Entities (the "Settled Claims"); and,

WHEREAS, Anton Bruehl represents and warrants that he has the express authority of the Bruehl Family Trust to enter into this Agreement on behalf of the Bruehl Family Trust; and

WHEREAS, the Bruehl Family Trust, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, any resolution of this action by agreement of the Receiver and the Bruehl Family Trust 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 Bruehl Family Trust has agreed to pay and the Receiver has agreed to accept a total of

\$21,600.00 in full settlement of the claims to be asserted in the Lawsuit, to be paid in four equal payments as follows: a first payment of \$5,400.00 to be paid by September 15, 2010; a second payment of \$5,400.00 to be paid by October 15, 2010; a third payment of \$5,400.00 to be paid by November 15, 2010; and a fourth and final payment of \$5,400.00 to be paid by December 15, 2010; and Mr. Bruehl, in his individual capacity, has agreed to waive any and all claims he has or may have against the Receiver and/or Receivership Entities in connection with investments in one or more Receivership Entities through his SEP-IRA Account, including, but not limited to, claims of \$258,000.00, in full settlement of the Settled Claims.

Upon receipt and clearing of the final 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 Bruehl Family Trust of and from any and all claims asserted, or which could have been asserted by the Receiver, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Bruehl Family Trust'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 Bruehl Family Trust warrants that \$122,000.00 is the total amount of money or value the Bruehl Family Trust received from Receivership Entities in excess of its investment, and Mr. Bruehl, on behalf of the Bruehl Family Trust, agrees to waive and does hereby waive any claim that it has, had, or hereafter may have against the Receiver and/or the Receivership Entities.

In further consideration of the Receiver's release of claims as described above, Mr. Bruehl and the Bruehl Family Trust agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among Mr. Bruehl and/or the Bruehl Family Trust in connection with this settlement.

The Receiver, the Bruehl Family Trust, and Mr. Bruehl understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sum and waiver of claims are 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. To the extent necessary, the Bruehl Family Trust and Mr. Bruehl agree to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement. The Bruehl Family Trust and Mr. Bruehl understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

The Receiver, the Bruehl Family Trust and Mr. Bruehl agree that all statutes of limitations and/or statutes of repose that are applicable to any and all Settled Claims shall be tolled and suspended until the final settlement payment has been received by the Receiver and has cleared the banking system.

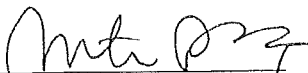
In the event that the Bruehl Family Trust fails to make any payment hereunder as provided by this Settlement Agreement, the Bruehl Family Trust hereby consents to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Bruehl Family Trust acknowledges and agrees that such Judgment

will be for the total amount of money the Bruehl Family Trust 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.

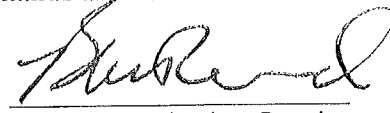
The Receiver, the Bruehl Family Trust and Mr. Bruehl agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

Counsel for the Receiver is expressly authorized to sign this agreement on behalf of the Receiver. The Receiver, the Bruehl Family Trust and Mr. Bruehl 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: 
Anton Bruehl, individually and
on behalf of the Bruehl Family
Trust

Date: 7/29/2010


Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 8/2/2010