

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 Barbara Lee, individually, and Kelvin Lee, individually and as Trustee of the Nancy Lee Trust dtd 12/1/1987 ("Nancy Lee Trust") (collectively the "Defendants") in actions styled Burton W. Wiand, as Receiver v. Kelvin Lee and Barbara Lee, Case No. 8:10-cv-251-T-17-MAP (M.D. Fla) and Burton W. Wiand, as Receiver v. Kelvin V. Lee, as Trustee of the Nancy E. Lee Trust dtd 12/1/1987, Case No. 8:10-cv-211-T-17-MAP (M.D. Fla) (the "Lee Actions"), seeking the return of certain funds received by Defendants from or at the direction of one or more of the Receivership Entities in excess of Defendants' investment in one or more of the Receivership Entities and received by Defendant Kelvin Lee from one or more of the Receivership Entities in the form of "fees" (the "Settled Claims"); and

WHEREAS, Defendant Kelvin Lee and the Receiver acknowledge that this settlement agreement relates only to claims relating to investments in one or more of the Receivership Entities made by or on behalf of Barbara Lee, individually, and Kelvin Lee individually and as Trustee of the Nancy Lee Trust dtd 12/1/1987 and to "fees" received by Defendant Kelvin Lee and does not relate to, and specifically excludes, any and all

claims relating to funds received by Defendant Kelvin Lee, which relate to investments by Vernon Lee and/or the Vernon Lee Trust. These claims against Defendant Kelvin Lee will be addressed in a separate settlement agreement, which will be executed concurrently herewith.

WHEREAS, the Defendants, without admitting liability, wish to resolve these matters amicably; and

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 \$295,973.72 (the "Settlement Amount") in full settlement of the Settled Claims, to be paid within 14 days after 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 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 Lee Actions, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to (i) the Defendants' investment in and arising from any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities and (ii) Defendant Kelvin Lee's receipt of fees from any fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

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

In further consideration of the release of claims described above, the Defendants warrant that \$222,973.72 is the total amount of money or value the Nancy Lee Trust received from the Receivership Entities in excess of its investment, and the Defendants warrant that \$97,998.54 is the total amount of money or value Defendant Kelvin Lee received in fees from the Receivership Entities. Each of the Defendants agrees to waive and does hereby waive any claim that each of the Defendants had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

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 payment called for above, the Receiver will promptly move the Court to dismiss the Lee Actions 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 Lee Actions. 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 the Defendants fail to make payment as provided by this Settlement Agreement, the 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. The Defendants acknowledge and agree that such joint and several Judgment will be for the total amount of money the Defendants received from the Receivership Entities as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

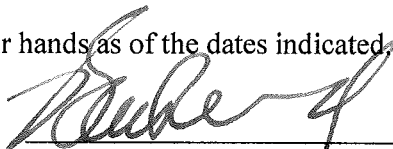
The Receiver and the Defendants agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

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 effect of original signed pages.

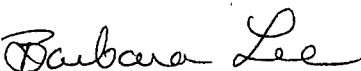
In witness whereof the parties have set their hands as of the dates indicated.

By: 
Kelvin Lee, individually and as
Trustee of the Nancy Lee Trust dtd
12/1/1987

Date: 10/18/10


Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 10/18/2010

By: 
Barbara Lee

Date: October 18, 2010