

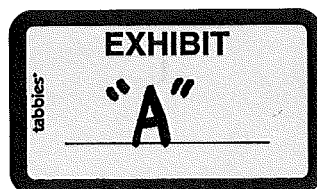
**SETTLEMENT AGREEMENT**

WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, and September 23, 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; Viking Management, LLC; and Traders Investment Club and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver sued Sharon G. Moody (now known as Sharon G. Carter), individually and as Trustee of the Sharon G. Moody Revocable Trust (the "Defendant"), in an action styled Burton W. Wiand, as Receiver v. N. Moody et al., Case No. 8:10-cv-249-T-17MAP (M.D. Fla.) (the "Moody Action"), seeking the return of certain funds received by the Defendant from or at the direction of one or more of the Receivership Entities relating to the Defendant's investment in one or more of the Receivership Entities (the "Settled Claims"); and

WHEREAS, the Defendant, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, any resolution of this action by agreement of the Receiver and the Defendant 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 Defendant and the Receiver have agreed to the following in full settlement of the Settled Claims (the "Defendant's Obligations"):

(1) Payment of \$39,000.00 by the Defendant to the Receiver. The Defendant agrees to make such payment within 5 business days after approval of this settlement by the SEC Receivership Court;

(2) Transfer by the Defendant to the Receiver of title to real property located at 30393 Upper Bear Creek Road, Evergreen, CO 80439 (the "Colorado Property"). Defendant represents and warrants that the Defendant holds such title free and clear of any encumbrance or claim except for one encumbrance in the form of a mortgage securing a note payable to Wells Fargo having an outstanding balance owed (including principal, interest, and any fees, penalties, or other amount owed) as of November 30, 2010, in the amount of \$390,293.72. The Defendant agrees that such title shall be transferred by operation of an Order approving this settlement by the SEC Receivership Court, but that the Defendant will execute a quitclaim deed and/or any other necessary papers memorializing such transfer within 3 business days after approval of this settlement by the SEC Receivership Court, which deed and/or other necessary papers will be provided by the Receiver. The Defendant further represents and warrants the Colorado Property, including the home situated on such site and the home's fixtures and appliances, is materially in the same condition and working order as it was at the time of its inspection for an appraisal on September 24, 2010. Upon transfer of the Colorado Property in accordance with this Settlement Agreement and following the Defendant's relinquishment of possession of said property to the Receiver, the Receiver shall be responsible for all expenses associated with the Colorado Property and will assume full

responsibility for satisfying the Wells Fargo mortgage loan referenced above. In this regard, and subject to any provisions or restrictions in the loan documents, the parties agree to execute any necessary documents, and cooperate in securing the assignment of said mortgage loan from Defendant to the Receiver contemporaneously with the transfer of title to the Colorado Property from Defendant to the Receiver. The Receiver expressly acknowledges, confirms, and agrees that this transfer is being done to settle disputed claims and shall in no way be reported, interpreted, or characterized in such a manner so as to negatively affect or impugn Defendant's credit;

(3) Transfer by the Defendant to the Receiver of all jewelry, furnishings, antiques, and any other personal property in the possession, custody, or control of the Defendant that was funded by Neil Moody;

(4) Transfer and assignment by the Defendant to the Receiver of any and all claims the Defendant has or may have for tax refunds arising from the Defendant's investment in any of the Receivership Entities; and

(5) Cooperating with and assisting the Receiver to fully effectuate each of the matters set forth above in paragraphs (1) through (4), including by, but not limited to, executing an appropriate quitclaim deed and/or other necessary papers to transfer title in the Colorado Property to the Receiver and to assign/transfer the mortgage loan to the Receiver, executing tax returns and other papers for submission to the Internal Revenue Service in connection with efforts to obtain tax refunds relating to the Defendant's investment in the Receivership Entities and endorsing any such refund checks for the benefit of the Receiver, and executing any papers that may be necessary to transfer all interests in the jewelry, furnishings, antiques, and other personal property referenced above that were funded by Neil Moody.

Upon completion of all of the Defendant's Obligations and clearing of the payment of \$39,000 contemplated above, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns (collectively, the "Releasor"), shall be deemed to have released and forever discharged the Defendant and her agents, representatives, attorneys, trusts, and beneficiaries (collectively, the "Releasee") of and from any and all claims, demands, rights, promises, debts, suits, rights, notes, agreements, covenants, liabilities, damages, losses, attorneys' fees, costs, expenses, obligations, and causes of action, whether known or unknown, direct or derivative, at law or in equity, which the Releasor, from the beginning of the world to the date of the Receiver's execution of this Settlement Agreement, had, has, or might hereafter claim to have or assert against Releasee for, upon, or by reason of any matter, cause, event, transaction, investment, deposit, withdrawal, transfer, occurrence, or thing relating to Defendant's investment in or receipt, directly or indirectly, of money connected in any way to any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and/or Receivership Entities or to Defendant's receipt of any asset or other thing funded with such money, including those claims asserted or which could have been asserted by the Receiver against Defendant in the Moody Action. This release and discharge is not intended to and does not release and discharge any claim, demand, rights, promises, or obligations directed at any party in the Moody Action other than the Defendant, nor does it release any party from any promise or obligation contained in or imposed by this Settlement Agreement.

In further consideration of the release of claims described above, the Defendant:

(a) warrants that in connection with the Defendant's investment in Receivership Entities and to the best of her knowledge, information, and belief based on her own records and

information/documents furnished by the Receiver, \$1,070,284.44 is the total amount of money or value the Defendant received from Receivership Entities in excess of the Defendant's investment; (b) has provided a sworn statement to the Receiver addressing the Defendant's financial circumstances and assets in her possession, custody, or control that were funded by Neil Moody; and (c) has entered into an ancillary agreement with the Receiver concerning the length of time the Defendant may remain in the Colorado Property, the Defendant's obligations with respect to payment of the mortgage, utilities, and other expenses related to her use and maintenance of the Colorado Property, and the Defendant's right of first refusal in connection with the Receiver's eventual sale of the Colorado Property.

The Defendant agrees to notify the Receiver within 3 business days of her discovery of any other personal property or other asset in the possession, custody, or control of the Defendant that was funded by Neil Moody and to promptly turnover to the Receiver any such personal property or other asset.

The Defendant agrees to waive and does hereby waive any claim the Defendant had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and the Defendant understand and agree that, subject to the approval of the SEC Receivership Court, the fulfillment of the parties' obligations and of other commitments and undertakings made in this Settlement Agreement, and the waiver of claims are in full accord and satisfaction of and in compromise of disputed claims, and the Defendant's Obligations and other commitments and undertakings made in this Settlement Agreement by the Defendant and the waiver of claims are not and shall never be offered or characterized by the Receiver or his agents/attorneys as an admission of

liability or wrongdoing, which is expressly denied, but are made for the purpose of terminating a dispute, resolving contested claims, and avoiding litigation.

After execution of this Settlement Agreement by all parties, the Receiver will promptly (and in no event more than 3 business days) move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, following completion of all of the Defendant's Obligations, the Receiver will promptly move the Court to dismiss with prejudice the claims asserted against the Defendant in the Moody Action. To the extent necessary, the Defendant agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement and, following any such approval and at the time required by this Settlement Agreement, in securing the dismissal of the claims asserted against the Defendant in the Moody Action. The Defendant understands and agrees that each party shall bear its own individual costs and attorney fees incurred in the resolution of this matter.

The Receiver and the Defendant 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 Defendant 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: Sharon Moody AKA Sharon Carter  
Sharon Moody (now known as Sharon  
Carter), individually and as Trustee of  
the Sharon G. Moody Revocable Trust

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

Date: 11-1-10

Date: 11-3-10