

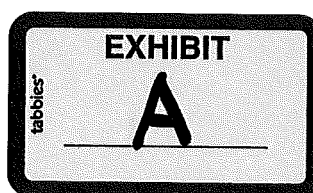
SETTLEMENT AGREEMENT

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 Gaylord Brooks Investment, LLC (“Gaylord Brooks” or the “Defendant”) in an action styled Burton W. Wiand, as Receiver v. Gaylord Brooks Investment, LLC, Case No. 8:10-cv-091-T-17MAP (M.D. Fla) (the “Gaylord Brooks Action”), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities in excess of Gaylord Brooks’ investment in one or more of the Receivership Entities (the “Settled Claims”); and

WHEREAS, the Receiver has been advised that Gaylord Brooks has been dissolved, and its assets distributed to subsequent transferees, against whom the Receiver could assert claims, specifically Richard A. Moore and Gaylord Brooks Investment Company, Inc. (the “Subsequent Transferees”); and

WHEREAS, Defendant, Subsequent Transferees and the Receiver acknowledge that this settlement agreement relates only to the Settled Claims in connection with the Gaylord Brooks Action and does not relate to, and specifically excludes, any and all claims relating to investments by Richard A. Moore in one or more Receivership Entities made in any other name,



including those addressed in (1) Burton W. Wiand, as Receiver v. Richard Moore (Case No. 8:10-cv-209-T-17-MAP) and (2) Burton W. Wiand, as Receiver v. Richard A. Moore, Thomas Moore, and Richard A. DiBerardo, as Co-Trustees of the Family Trust u/w Reverly A. Moore (Case No. 8:10-cv-217-T-17-MAP). The above matters are addressed by separate settlement agreements, which will be executed contemporaneously herewith.

WHEREAS, the Defendant and the Subsequent Transferees, without admitting liability, wish to resolve these matters amicably; and

WHEREAS, any resolution of this action by agreement of the Receiver, the Defendant and the Subsequent Transferees 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 Subsequent Transferees have agreed to pay and the Receiver has agreed to accept a total of \$59,049.51, to be paid within 20 days after the Defendant and the Subsequent Transferees receive notice from the Receiver of 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 Defendant and the Subsequent Transferees of and from any and all claims asserted, or which could have been asserted, in the Gaylord Brooks Action which relate to Gaylord Brooks' investment in Receivership Entities, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to Gaylord Brooks' 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 Defendant and the Subsequent Transferees warrant that, in connection with investments by Gaylord Brooks, \$59,049.51 is the total amount of money or value received from Receivership Entities in excess of Gaylord Brooks' investment, and the Defendant and the Subsequent Transferees agree to waive and do hereby waive any claim that they have, 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, Defendant and the Subsequent Transferees, jointly and severally, agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among the Defendant and the Subsequent Transferees in connection with this settlement.

The Receiver, the Defendant and the Subsequent Transferees understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sum and waivers 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.

The Receiver, Defendant and Subsequent Transferees understand and agree that any transferee who has received assets from the Subsequent Transferees may assert this agreement and release as a defense to any action by or on behalf of any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and/or the Receivership Entities that seeks return of funds that were the subject of the Gaylord Brooks Action.

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 Gaylord Brooks Action with prejudice. To the extent necessary, the Defendant and the Subsequent Transferees 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 Gaylord Brooks Action. The Defendant and the Subsequent Transferees understand and agree that each party shall bear its own individual costs and attorney fees incurred in the resolution of this matter.


In the event the Defendant and Subsequent Transferees fail to make any payment hereunder as provided by this Settlement Agreement, the Defendant and Subsequent Transferees 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 Defendant and the Subsequent Transferees acknowledge and agree that such Judgment will be for the total amount of money the Defendant received from the Receivership Entities in connection with Gaylord Brooks' investment in excess of Gaylord Brooks' investment as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

The Receiver, the Defendant, and the Subsequent Transferees 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 Defendant, and the Subsequent Transferees also agree that electronically transmitted copies of signature pages will have the full force and affect of original signed pages.

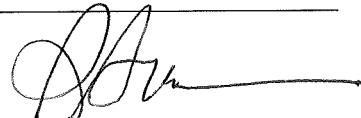
In witness whereof the parties have set their hands as of the dates indicated.

By: 
Authorized representative of Gaylord
Brooks Investment, LLC



Burton W. Wiand, as Receiver
of the Receivership Entities

Date: _____

Date: 4/8/2010

By: 
Richard A. Moore

Date: _____

By: 
Authorized representative of Gaylord Brooks
Investment Company, Inc.

Date: _____