

SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009, and 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 Richard Moore (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Richard Moore, Case No. 8:10-cv-209-T-17-MAP (M.D. Fla) (the "Moore Action"), seeking the return of certain funds received by the Defendant from or at the direction of one or more of the Receivership Entities in excess of his investment in one or more of the Receivership Entities (the "Settled Claims"); and

WHEREAS, Defendant and the Receiver acknowledge that this settlement agreement relates only to the Settled Claims in connection with the Moore 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. Gaylord Brooks Investment, LLC (Case No. 8:10-cv-091-T-17MAP) 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 Reveryly 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, 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 has agreed to pay and the Receiver has agreed to accept a total of \$77,183.41 (the "Settlement Amount") in full settlement of the Settled Claims, to be paid within 20 days after the Defendant receives 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 of and from any and all claims asserted, or which could have been asserted, in the Moore Action which relate to Richard A. Moore's 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 the Defendant'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 Defendant warrants that \$77,183.41 is the total amount of money or value the Defendant received from Receivership Entities in excess of his investment made in his individual capacity,

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

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 Moore Action with prejudice. 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, in securing the dismissal of the Moore Action. The Defendant understands and agrees that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

In the event the Defendant fails to make payment as provided by this Settlement Agreement, the Defendant hereby consents to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendant acknowledges and agrees that such Judgment will be for the total amount of money the Defendant received from the Receivership Entities in excess of his investment made in his individual capacity as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

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

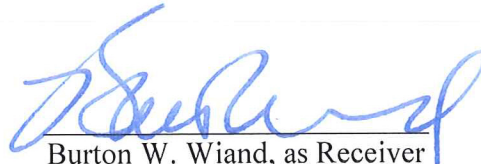
transmitted copies of signature pages will have the full force and affect of original signed pages.

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

By:



Richard Moore



Burton W. Wiand, as Receiver
of the Receivership Entities

Date:

Date:

11/8/2010

