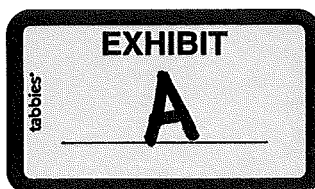


SETTLEMENT AGREEMENT

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 Henry A. Stumpf, John McCord, and Kirk O. Broberg, as Co-Trustees of the Daley Investment Trust (hereinafter Henry A. Stumpf, John McCord, and Kirk O. Broberg in their capacity as Co-Trustees of the Daley Investment Trust and the Daley Investment Trust are referred to as "Defendants") in an action styled Burton W. Wiand, as Receiver v. Henry A. Stumpf, John McCord, and Kirk O. Broberg, as Co-Trustees of the Daley Investment Trust, Case No. 8:10-cv-208-T-17-MAP (M.D. Fla) (the "Daley Investment Trust Action"), seeking the return of certain funds received by the Daley Investment Trust from or at the direction of one or more of the Receivership Entities in excess of the Daley Investment Trust's investment in one or more of the Receivership Entities (the "Settled Claims"); and

WHEREAS, Henry A. Stumpf, John McCord, and Kirk O. Broberg, as Co-Trustee, represent that they have the express authority of the Daley Investment Trust to enter into this Agreement on its behalf;



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 \$50,000 (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 Daley Investment Trust Action as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Daley Investment 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 Defendants warrant that, in connection with investments by the Daley Investment Trust, \$50,000 is the total amount of money or value received from Receivership Entities in excess of the Daley Investment Trust's investment, and the Defendants agree to waive and do hereby waive any claim that they had, have, or hereafter may have against the Receiver and/or the Receivership Estate.

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.

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 Daley Investment Trust Action 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 Daley Investment Trust Action. The Defendants 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 Defendants fail to make payment as provided by this Settlement Agreement, the Defendants hereby consent to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendants acknowledge and agree that such Judgment will be for the total amount of money the Daley Investment 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.

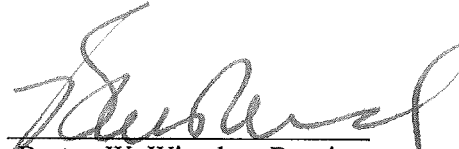
The Receiver and the Defendants agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

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 affect of original signed pages.

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

By: _____
Henry A. Stumpf, as Co-Trustee of
the Daley Investment Trust

Date: _____

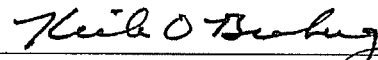


Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 12/1/2010

By: _____
John McCord, as Co-Trustee of the
Daley Investment Trust

Date: _____

By: 

Kirk O. Broberg, as Co-Trustee of the
Daley Investment Trust

Date: 11/29/10

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 affect of original signed pages.

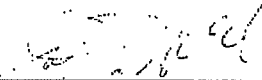
In witness whereof the parties have set their hands as of the dates indicated.

By: _____
Henry A. Stumpf, as Co-Trustee of
the Daley Investment Trust

Burton W. Wiand, as Receiver
of the Receivership Entities

Date: _____

Date: _____

By:  _____
John McCord, as Co-Trustee of the
Daley Investment Trust

Date: 11-29-10

By: _____
Kirk O. Broberg, as Co-Trustee of the
Daley Investment Trust

Date: _____