

SETTLEMENT AGREEMENT

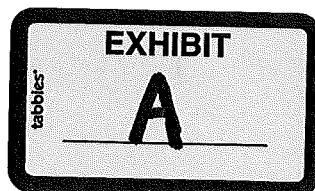
WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, and September 23, 2010, the Court in Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for Scoop 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 Merlyn W.V. Lofgren (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Merlyn W.V. Lofgren, Case No. 8:10-cv-168-T-17-MAP (M.D. Fla) (the "Lofgren Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Defendant in excess of his 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 has agreed to pay and the Receiver has agreed to accept the total principal sum of \$92,683.66, plus 6% annual simple interest (the "Settlement Amount"), in full



settlement of the claims asserted or to be asserted in the Lofgren Action, to be paid as follows: a first payment of \$5,000.00 to be paid by December 15, 2010; a second payment of \$5,000.00 to be paid by January 15, 2011; a third payment of \$5,000.00 to be paid by February 15, 2011; a fourth payment of \$5,000.00 to be paid by March 15, 2011; a fifth payment of \$5,000.00 to be paid by April 15, 2011; a sixth payment of \$5,000.00 to be paid by May 15, 2011; a seventh payment of \$5,000.00 to be paid by June 15, 2011; an eighth payment of \$5,000.00 to be paid by July 15, 2011; a ninth payment of \$5,000.00 to be paid by August 15, 2011; a tenth payment of \$5,000.00 to be paid by September 15, 2011; an eleventh payment of \$5,000.00 to be paid by October 15, 2011; a twelfth payment of \$5,000.00 to be paid by November 15, 2011; a thirteenth payment of \$5,000.00 to be paid by December 15, 2011; a fourteenth payment of \$5,000.00 to be paid by January 15, 2012; a fifteenth payment of \$5,000.00 to be paid by February 15, 2012; a sixteenth payment of \$5,000.00 to be paid by March 15, 2012; a seventeenth payment of \$5,000.00 to be paid by April 15, 2012; an eighteenth payment of \$5,000.00 to be paid by May 15, 2012; a nineteenth payment of \$5,000.00 to be paid by June 15, 2012; and a twentieth payment of \$2,188.84 to be paid by July 15, 2012.

Upon receipt and clearing of the full settlement payment and all accrued interest, 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 Lofgren Action, 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 \$92,683.66 is the total amount of money or value the Defendant received from Receivership Entities in excess of his investment, and the Defendant agrees to waive and does hereby waive any claim that he had, has, or hereafter may have against the Receiver, Receivership Entities, and/or the Receivership Estate.

The Receiver and the Defendant 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 Lofgren 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 Lofgren 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.


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

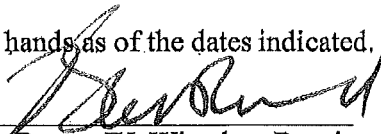
Defendant received from the Receivership Entities in excess of his investment as stated above, less any payments, plus interest at the legal rate from the date of this agreement.

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: 
Meryl W. V. Lofgren

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

Date: 11-7-10

Date: 12/1/2010