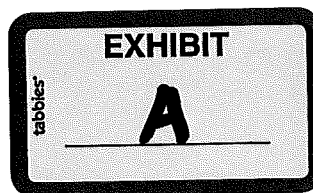


SETTLEMENT AGREEMENT

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 Stanley Mason in his individual capacity, Stanley Mason and Doris Mason in their capacities as Trustees of the Stanley W. Mason, Jr. and Doris A. Mason Trust Agreement u/a/d September 24, 1998 ("Mason Trust"), and the Mason Family Limited Partnership ("Mason FLLLP") (collectively the "Defendants") in an action styled Burton W. Wiand, as Receiver v. Stanley W. Mason, Jr., individually, Stanley W. Mason, Jr. and Doris A. Mason, as Trustees of the Stanley W. Mason, Jr. and Doris A. Mason Trust Agreement u/a/d September 24, 1998, and the Mason Family Limited Partnership, Case No. 8:10-cv-219-T-17-MAP (M.D. Fla) (the "Mason Action"), seeking the return of certain funds received by the Defendants from or at the direction of one or more of the Receivership Entities in excess of their investment in one or more of the Receivership Entities (the "Settled Claims"). Specifically, the Receiver sought to recover "false profits" as defined in the complaint of \$238,125 in connection with an investment made in Receivership Entities through an IRA account in the name of Charles



Schwab – FBO Stanley Mason, Jr., and of \$15,149.71 in connection with investments made by the Mason Trust and Mason FLLLP; and

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 and the Receiver have agreed to the following in full settlement of the Settled Claims (the “Defendants’ Obligations”):

(1) Payment of \$185,000 by the Defendants to the Receiver, to be paid within 21 days after approval of this settlement by the SEC Receivership Court. The parties understand and agree that this settlement payment is in partial satisfaction of a debt owed by an IRA account and therefore intend for the settlement payment to be a non-taxable distribution from the debtor IRA account; and

(2) Transfer by the Defendants to the Receiver of title to real property located at Lot 68 of the Woodlake Golf Community, also defined as parcel number 119P A 013.00 in Claiborne county Tennessee or 780 Woodlake Blvd, Tazewell, Tennessee 37879 (the “Tennessee Property”). Defendants represent and warrant that the Defendants hold such title free and clear of any encumbrances, liens, or claims. Defendants agree that such title shall be transferred by operation of an Order approving this settlement by the SEC Receivership Court, but that the Defendants will execute a warranty 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. To the extent necessary, the Defendants agree to cooperate with the Receiver to effect transfer of the Tennessee Property to ensure that it is maintained in a safe and secure manner.

Upon completion of all of the Defendants' Obligations and clearing of the payment of \$185,000 contemplated above, 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 Mason Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants' 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 \$253,274.71 is the total amount of money or value the Defendants received from Receivership Entities in excess of their investments, and the Defendants agree to waive and do hereby waive any claim that they had, have, or hereafter may have against the Receiver, Receivership Entities, 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.

The Receiver and the Defendants understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sum, the transfer and conveyance of real property, and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment, conveyance, 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 completion of all of the Defendants' Obligations and clearing of the payment called for above, the Receiver will promptly move the Court to dismiss the Mason 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 Mason Action. The Defendants understand and agree that each party shall bear their 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 joint and several 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 Defendants received from the Receivership Entities in excess of their 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: Stanley W. Mason Jr.
Stanley W. Mason Jr., individually, as
Trustee of the Mason Trust, and as
authorized representative of the Mason
FLLLP

Date: 11/29/2010

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

Date: 12/6/2010

By: Doris A. Mason
Doris A. Mason, as Trustee of the
Mason Trust and as authorized representative
of the Mason FLLLP

Date: 11-29-2010