

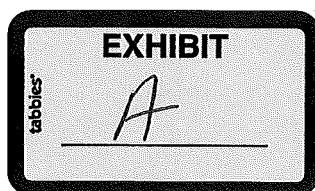
SETTLEMENT AGREEMENT

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 Mark A. Timmick ("Timmick") and Winners Circle Fund, L.P. ("~~Winners Circle~~") in an action styled Burton W. Wiand, as Receiver v. Mark A. Timmick and Winners Circle Fund, L.P., Case No. 8:10-cv-201-T-17MAP (M.D. Fla) (the "Timmick Action"), seeking the return of certain funds received 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"); and

WHEREAS, in addition to Timmick and Winners Circle, the Receiver has been advised that the Settled Claims may be able to be asserted against Gail Timmick (Mark Timmick, Winners Circle and Gail Timmick are collectively referred to as "Defendants") and/or one or more of the other Released Parties (as defined below); and

WHEREAS, the Defendants, without admitting liability, wish to resolve these matters amicably; and



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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 \$131,016.04, to be paid as follows: a first payment of \$43,672.02 to be paid by January 20, 2011; a second payment of \$43,672.01 to be paid by March 20, 2011; and a third and final payment of \$43,672.01 to be paid by May 20, 2011.

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 Timmick Action, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to Defendants' direct or indirect investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

In addition, 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 each person or entity (each a "Released Party") that directly or indirectly received any part of the False Profits (as defined below) from any Defendant or from any affiliate of any Defendant, of and from any and all claims asserted, or which could have been asserted, in the Timmick Action relating to Defendants' investment in one or more Receivership Entities. For the avoidance of doubt, the Receiver and the Defendants understand and agree that any Released Party may assert this

Settlement Agreement and the releases set forth herein 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 any of the Receivership Entities that seeks return of any assets or funds that were the subject of the Timmick Action.

In further consideration of the release of claims described above, the Defendants warrant that, in connection with investments by the Defendants, \$138,332.26 (the "False Profits") is the total amount of money or value received from Receivership Entities in excess of Defendants' investment, and the Defendants 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,
~~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 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 or fault by any Defendant, which is expressly denied by each Defendant, but are made for the purpose of terminating a dispute and avoiding further 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 Timmick 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 Timmick 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 any payment hereunder as provided by this Settlement Agreement, each of Timmick and Winners Circle hereby consents to the immediate entry of a joint and several Judgment upon the filing of an affidavit from the Receiver certifying failure of payment in an amount equal to \$138,332.26, less any payments, plus interest at the legal rate from the date of this Settlement 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.

Winners Circle Fund, L.P.

By: Mark A Timmick for
Winners Circle Fund, LP
Authorized representative of
Winners Circle Fund, L.P.

Date: 12/23/2010

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

Date: 1/4/2011

By: Mark A Timmick
Mark A. Timmick

Date: 12/23/2010

By: Gail Timmick
Gail Timmick

Date: 12/23/2010