

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

BURTON W. WIAND, as Receiver for
VALHALLA INVESTMENT PARTNERS,
L.P.; VIKING FUND, LLC; VIKING IRA
FUND, LLC; VICTORY FUND, LTD;
VICTORY IRA FUND, LTD; and SCOOP
REAL ESTATE, L.P.,

Plaintiff,

Case No.: 8:10-cv-____-T-17MAP

Defendant.

_____ /

PROPOSAL FOR SETTLEMENT
BY BURTON W. WIAND, AS RECEIVER,
TO DEFENDANT

Plaintiff Burton W. Wiand, as Receiver for Valhalla Investment Partners, L.P; Viking Fund, LLC; Viking IRA Fund, LLC; Victory Fund, LTD; Victory IRA Fund, LTD; and Scoop Real Estate, L.P. ("Plaintiff"), hereby makes this proposal for settlement to Defendant _____ ("Defendant"). This proposal for settlement is being made pursuant to Fla. Stat. § 768.79. The Proposal for Settlement is as follows:

PARTY MAKING PROPOSAL: Plaintiff Burton W. Wiand, as Receiver for Valhalla Investment Partners, L.P; Viking Fund, LLC; Viking IRA Fund, LLC; Victory Fund, LTD; Victory IRA Fund, LTD; and Scoop Real Estate, L.P., makes this proposal, which is authorized by Order entered on _____ in *Securities and Exchange Commission v. Arthur Nadel et al.*, Case No. 8:09-cv-87-T-26TBM (M.D. Fla.).

EXHIBIT A

PARTY TO WHOM THE PROPOSAL IS BEING MADE: Defendant _____.

CLAIMS THE PROPOSAL ATTEMPTS TO RESOLVE: This proposal is intended to resolve any and all claims asserted, or which could have been asserted, in Burton W. Wiand, as Receiver v. _____, Case No. 8:10-cv-____-T-17MAP (M.D. Fla) (the “_____ Action”), against Defendant _____ as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to Defendant _____’s investment in any product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and/or Receivership Entities.

TOTAL AMOUNT OF PROPOSAL: Plaintiff proposes to resolve all claims asserted in the _____ Action against Defendant _____ in exchange for payment by or on behalf of Defendant _____ to the Plaintiff in the sum of _____ DOLLARS AND _____ CENTS (\$_____).

- A. **NONMONETARY TERMS OF PROPOSAL:** The relevant conditions to this proposal are that the settlement funds be delivered to the Receiver within 20 days after acceptance of this proposal. In exchange, the parties shall execute a Settlement Agreement in the form attached hereto as Exhibit A and Plaintiff shall effect dismissal of the _____ Action against Defendant as set forth in Exhibit A.
- B. **AMOUNT PROPOSED TO SETTLE CLAIM FOR PUNITIVE DAMAGES, IF ANY:** None.
- C. **ARE ATTORNEY FEES PART OF THE LEGAL CLAIM?**
Yes _____ No X

D. AMOUNT PROPOSED TO SETTLE CLAIM FOR ATTORNEY

FEES, IF ANY: This proposal does not include attorneys' fees as attorney's fees are not part of the legal claim independent from the effects of this proposal.

SERVICE AND FILING: This proposal shall be served on the party to whom it is made through counsel, but shall not be filed unless necessary to enforce its provisions.

WITHDRAWAL: This proposal may be withdrawn in writing provided the written withdrawal is delivered before a written acceptance is delivered. Once withdrawn, this proposal is void.

ACCEPTANCE AND REJECTION: This proposal shall be deemed by the Plaintiff to be rejected unless accepted by delivery of a written notice of acceptance within thirty (30) days after service of this proposal. No oral communications shall constitute an acceptance, rejection or counteroffer of this proposal.

CONSEQUENCES OF REJECTION: In the event this proposal is rejected, Defendant _____ is subject to sanctions, including, but not limited to, those outlined in Fla. Stat. § 768.79 and any other relief Plaintiff is entitled to as a matter of law which the Court deems just and proper.

GOOD-FAITH: This proposal is being submitted with the knowledge, understanding, and consent of the Plaintiff making this proposal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April __, 2011, I mailed the foregoing document and the notice of electronic filing by Federal Express to the following:

Respectfully submitted,

s/Michael S. Lamont

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Attorneys for the Receiver Burton W. Wiand

EXHIBIT A

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; and Viking Management, LLC and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver sued _____ (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. _____ (the "_____ Action"), Case No. 8:10-cv-_____-T-17MAP (M.D. Fla), seeking the return of certain funds received by the Defendant, directly or indirectly, from or at the direction of one or more of the Receivership Entities (the "Settled Claims"); and

WHEREAS, the Defendant, without admitting liability, wishes to resolve these matters amicably;

NOW, THEREFORE, the Defendant has agreed to pay and the Receiver has agreed to accept a total of \$ _____ in full settlement of the Settled Claims to be paid within 20 days after acceptance of the Receiver's proposal for settlement pursuant to Fla. Stat. §768.79.

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

_____ 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/or Receivership Entities.

Upon execution of this agreement by all parties to this agreement, the Defendant agrees to waive and does hereby waive any claim that he had, has, or hereafter may have against the Receiver, any Receivership Entities, and/or the Receivership Estate.

The Receiver and the Defendant understand and agree that 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 and receipt and clearing of the settlement funds, the Receiver will promptly move the Court to dismiss the _____ Action with prejudice. To the extent necessary, the Defendant agrees to assist the Receiver in securing the dismissal of the _____ 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.

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: _____

Date: _____

Burton W. Wiand, as Receiver
of the Receivership Entities

Date: _____