

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

WHEREAS, the Receiver sued Vivian K. Kouvant (the "Defendant"), in an action styled Burton W. Wiand, as Receiver v. Vivian K. Kouvant (the "Kouvant Action"), Case No. 8:10-cv-225-T-17-MAP (M.D. Fla), seeking the return of certain funds received by the Defendant from or at the direction of one or more of the Receivership Entities in excess of her investment in one or more of the Receivership Entities (the "Settled Claims"); and

WHEREAS, the Defendant executed a financial affidavit in connection with this settlement and hereby represents and warrants that she lacks the financial ability to pay the amounts sought by the Receiver in the Kouvant Action from assets other than her disclosed homestead residential property in Florida; 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"); and

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 a total of \$25,000 in full settlement of the Settled Claims to be paid within 14 days of approval by the SEC Receivership Court.

Upon receipt and clearing of full settlement payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall release and forever discharge the Defendant of and from any and all claims asserted, or which could have been asserted, in the Kouvant 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 \$420,000 is the total amount of money or value Defendant received from Receivership Entities in excess of her investment, and the Defendant agrees to waive and does hereby waive any claim that she had, has, or hereafter may have against the Receiver 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, the Receiver will promptly move the Court to dismiss the Kouvant 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 Kouvant Action. The Defendant understands and agrees that each party shall bear his own individual costs and attorney fees incurred in the resolution of this matter.

The Defendant agrees that failure to make payment shall constitute a material breach of this agreement and as such, shall entitle the Receiver to an entry of a Judgment for the total amount she received in excess of her investment. Should the Receiver believe that the Defendant has made a material misrepresentation concerning her financial matters the Receiver shall move the Court to set aside the Settlement and the parties shall move forward on that issue alone before the Court. Should the Court determine there has been a material misrepresentation by the Defendant a judgment shall be entered for \$420,000, 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: *Vivian Kouvant*
Vivian K. Kouvant

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

Date: *April 12, 2011*

Date: *4/25/2011*

William A. Galy
Counsel