

SETTLEMENT AGREEMENT

WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010, and September 23, 2011 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 intends to commence a lawsuit in the United States District Court for the Middle District of Florida, Tampa Division (the "Lawsuit"), to assert claims seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by Lee and Donald Douglas (collectively "Douglas") in excess of their investment in one or more of the Receivership Entities (the "Settled Claims");

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

WHEREAS, any resolution of this action by agreement of the Receiver and Douglas 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, Douglas have agreed to pay, jointly and severally, and the Receiver has agreed to accept a total of \$24,312.86 in full settlement of the Settled Claims, to be paid within 14 days after approval of this settlement by the SEC Receivership Court.

Upon receipt and clearing of the 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 Douglas of and from any and all claims which could have been asserted by the Receiver, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to Douglas' 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, Douglas warrant that \$27,014.29 is the total amount of money or value Douglas received from Receivership Entities in excess of their investment, and Douglas agree to waive and do hereby waive any claim that they had, have, or hereafter may have against the Receiver and/or the Receivership Estate.

In further consideration of the Receiver's release of claims as described above, Douglas, jointly and severally, agree to indemnify and hold harmless the Receiver of and from any claim that may arise between or among Douglas in connection with this settlement.

The Receiver and Douglas 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. To the

extent necessary, Douglas agree to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement. Douglas 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 Douglas fail to make payment as provided by this Settlement Agreement, Douglas hereby consents to the entry of a joint and several Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. Douglas acknowledge and agree that such Judgment will be for the total amount of money Douglas 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 Douglas 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 Douglas 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: Lee Douglas
Lee Douglas

Date: 05-24-11

By: Donald Douglas
Donald Douglas

Date: 5/24/11

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

Date: 5/25/2011