

**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 John Grier Construction Co. (the "Company") in an action styled Burton W. Wiand, as Receiver v. John Grier Construction Co., Case No. 8:10-cv-111-T-17MAP (M.D. Fla) (the "Company Action"), seeking the return of certain funds received by the Company from or at the direction of one or more of the Receivership Entities in excess of the Company's investment in one or more of the Receivership Entities (the "Company Settled Claims"); and

WHEREAS, the Receiver sued Joseph S. Terrell, Jr., individually, as Executor of the Estate of Joseph S. Terrell, as Trustee of the Joseph S. Terrell Revocable Trust, and as Trustee of the Essie G. Terrell Family Trust; Nancy Grossman; Thomas Grier Terrell; and John Todd Terrell (referred to collectively as the "Terrells") in an action styled Burton W. Wiand, as Receiver v. Joseph S. Terrell, Jr., et al., Case No. 8:10-cv-238-T-17MAP (M.D. Fla) (the "Terrell Action"), seeking the return of certain funds received directly or indirectly by the Terrells from or at the direction of one or more of the Receivership Entities in excess of the investments of the Essie G. Terrell Family Trust and of Joseph Terrell, Sr., in one or more of the Receivership Entities (the "Terrell Settled Claims"); and

WHEREAS, the Company Action and the Terrell Action are collectively referred to herein as the "Actions"; the Company and the Terrells are collectively referred to herein as the "Defendants"; and the Company Settled Claims and the Terrell Settled Claims are collectively referred to herein as the "Settled Claims"; and

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

WHEREAS, any resolution of the Actions 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 \$12,750.00 by the Estate of Joseph S. Terrell, Sr., to the Receiver, to be paid within 30 days after approval of this Settlement Agreement by the Receivership Court;

(2) A sworn verification of the assets of the Estate of Joseph S. Terrell, Sr., to be provided to the Receiver within 7 days after execution by all the parties of this Settlement Agreement;

(3) Payment of \$74,771.50 by the Essie G. Terrell Family Trust to the Receiver, to be paid within 30 days after approval of this Settlement Agreement by the SEC Receivership Court;

(4) Payment of \$12,478.50 by the Company to the Receiver, to be paid within 30 days after approval of this Settlement Agreement by the SEC Receivership Court;

(5) A balance sheet prepared by the Company's accountant to be provided to the Receiver within 7 days after execution by all the parties of this Settlement Agreement;

(6) Payment of \$60,000.00 plus simple interest at the statutory rate of 6% by the Defendants, jointly and severally, to the Receiver as follows: seven (7) payments of \$7,896.59 to be made on or before the 1st day of each of May 2011, August 2011, November 2011, February 2012, May 2012, August 2012, November 2012, and one (1) payment of \$7,896.61 to be made on or before February 1, 2013;

(7) Assignment to the Receiver of a note held by the Estate of Joseph S. Terrell, Sr., relating to a loan made to the Company (the "Note"). The Note shall be assigned to the Receiver as collateral for payment of the \$60,000.00 plus simple interest detailed in paragraph (6) above and shall be re-assigned by the Receiver to the Estate of Joseph S. Terrell, Sr., upon full, complete, and timely payment of the amount owed under paragraph (6) above. In the event Defendants default on a payment owed under paragraph (6), the Receiver, at his option, may attempt to recover the balance of the amounts owed pursuant to paragraph (6) from the Note by summary proceeding initiated by the Receiver in the SEC Receivership Action;

(8) A sworn affidavit provided to the Receiver relating to the circumstances surrounding the making of the Note; and

(9) Cooperating with and assisting the Receiver to fully effectuate each of the matters set forth above in paragraphs (1) through (8), including by, but not limited to, executing any appropriate documentation needed to effectuate the assignment of the Note as contemplated in paragraph (7) above.

After execution of this Settlement Agreement by all parties and the conclusion of each of the following: confirmation by the Receiver through the sworn verification referenced in paragraph (2) above that the assets in the Estate total \$12,750; confirmation by the Receiver through the balance sheet referenced in paragraph (5) above that the Company's assets do not exceed its liabilities by more than \$72,478.50; and confirmation by the Receiver through the sworn affidavit referenced in paragraph (8) above that the circumstances surrounding the making of the Note do not reflect improper conduct or an attempt to remove assets from the Receiver's reach, the Receiver will promptly move the SEC Receivership Court for approval of this Settlement Agreement. If the SEC Receivership Court approves the settlement, following completion of all of the Defendants' Obligations, the Receiver will promptly move the Court to dismiss each of the Actions.

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 Actions. The Defendants understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of these matters.

Upon completion of all of the Defendants' Obligations and clearing of all of the payments 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 each of the Defendants of and from any and all claims asserted, or which could have been asserted, in the Actions, 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 \$318,628.08 is the total amount of money or value that was received from Receivership Entities in excess of the investment in Receivership Entities by Joseph S. Terrell, Sr., the Essie G. Terrell Family Trust, and the Company, and each of the Defendants agrees to waive and does hereby waive any claim that each of them had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and the Defendants understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sums, the fulfillment of the parties' obligations as set forth in this Settlement Agreement, and the waiver of claims are in full accord and satisfaction of and in compromise of disputed claims, and the payment, fulfillment of obligations, and/or waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

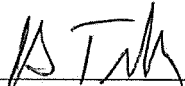
In the event any of the Defendants fail to make payment as provided in paragraphs (1), (3), and (4) of this Settlement Agreement, the Defendants hereby consent to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment against the Defendant that failed to make payment. Each of the Defendants acknowledges and agrees that such Judgment will be for the total amount of money received by the Defendant directly or indirectly from the Receivership Entities up to \$318,628.08, less any payments by the Defendants, plus interest at the legal rate from the date of this agreement.

In the event the Defendants fail to make any payment as provided in paragraph (6) of this Settlement Agreement, the Defendants hereby consent to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment against the Defendants, jointly and severally. Each of the Defendants acknowledges and agrees that such Judgment will be for the total amount owed under paragraph (6) of this Settlement Agreement, less any payments made under that paragraph, plus interest at the legal rate from the date of this agreement. The Receiver may pursue the remedy set forth in this paragraph and the remedy set forth in paragraph (7) of this Settlement Agreement simultaneously, but may only recover an amount equal to the amount owed under this paragraph.

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:   
Joseph S. Terrell, Jr., individually, as  
Executor of the Estate of Joseph S.  
Terrell, Sr., as Trustee of the Joseph S.  
Terrell Family Trust, as Trustee of the  
Essie G. Terrell Family Trust, and as  
authorized representative of John  
Grier Construction Co.

Date: 5/2/11

By: Nancy Terrell Grossman

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

Date: 5/19/2011

Nancy Grossman

Date: 4-19-11

By: Thomas Grier Terrell  
Thomas Grier Terrell

Date: 5/4/11

By: John Todd Terrell  
John Todd Terrell

Date: 4/19/11