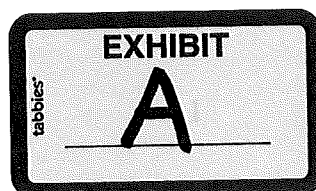


SETTLEMENT AGREEMENT

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 Mayfair Associates ("Mayfair") and Betty Bry Schwab, as Trustee of the Betty Bry Schwab Revocable Trust ("B. Schwab Trust") in actions styled Burton W. Wiand, as Receiver v. Mayfair Associates, Case No. 8:10-cv-179-T-17MAP (M.D. Fla), and Burton W. Wiand, as Receiver v. Betty Bry Schwab, as Trustee of the Betty Bry Schwab Revocable Trust, Case No. 8:10-cv-226-T-17MAP (M.D. Fla) (the "Schwab Actions"), respectively, 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 Mayfair and B. Schwab Trust, the Receiver believes that additional parties against whom the Settled Claims could be asserted are Betty Bry Schwab in her individual capacity, Roger Schwab in his individual capacity, and Roger Schwab as Trustee of the Roger Schwab Revocable Trust ("R. Schwab Trust") (Mayfair, B. Schwab Trust, R. Schwab Trust, Roger Schwab, and Betty Bry Schwab are collectively referred to as the "Defendants"); and



WHEREAS, Roger Schwab, as Trustee of the James Schwab Revocable Trust (“J. Schwab Trust”) and as Trustee of the Gella Schwab Revocable Trust (“G. Schwab Trust”), also invested in one or more Receivership Entities and incurred a loss of approximately \$172,750 and \$107,750, respectively, as measured by the difference between the amount invested and the amount returned; and

WHEREAS, on or about August 11, 2010, the J. Schwab Trust and G. Schwab Trust submitted Proof of Claim Forms in connection with the claims process instituted in the SEC Receivership Action relating to investments in one or more Receivership Entities (collectively the “Schwab Claim”); and

WHEREAS, Roger Schwab, as Trustee of the J. Schwab Trust and of the G. Schwab Trust, represents and warrants that he has the express authority of the J. Schwab Trust and G. Schwab Trust to enter into this Agreement on their behalf; and

WHEREAS, the Defendants, the J. Schwab Trust, and the G. Schwab Trust without admitting liability, wish to resolve these matters amicably; and

WHEREAS, any resolution of the Schwab Actions and the Schwab Claim by agreement of the Receiver and the Defendants, the J. Schwab Trust and the G. Schwab Trust 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 \$35,000, to be paid within 14 days after approval of this settlement by the SEC Receivership Court, and a waiver by the J. Schwab Trust and G. Schwab Trust of any and

all claims any of them has or may have against the Receiver and/or Receivership Entities, including, but not limited to, the Schwab Claim, in full settlement of the Settled Claims.

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, Roger Schwab, as Trustee of the J. Schwab Trust, and as Trustee of the G. Schwab Trust of and from any and all claims asserted, or which could have been asserted, in the Schwab Actions, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendants', the J. Schwab Trust's, and the G. Schwab Trust'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 Defendants warrant that \$85,579.93 is the approximate amount of money or value the Defendants received from Receivership Entities in excess of their investment, and the Defendants, the J. Schwab Trust, and the G. Schwab Trust 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, the J. Schwab Trust, and the G. Schwab Trust, jointly and severally, agree to indemnify and hold harmless the Receiver and the Receivership Entities of and from any claim that may arise between or among Defendants, the J. Schwab Trust, and the G. Schwab Trust in connection with this settlement.

The Receiver, the Defendants, the J. Schwab Trust, and the G. Schwab Trust 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, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

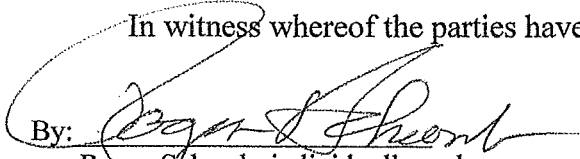
After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves the settlement, following receipt and clearing of the payment called for above, the Receiver will promptly move the Court to dismiss the Schwab Actions with prejudice. To the extent necessary, the Defendants, the J. Schwab Trust, and the G. Schwab Trust 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 Schwab Actions. The Defendants, the J. Schwab Trust, and the G. Schwab Trust understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

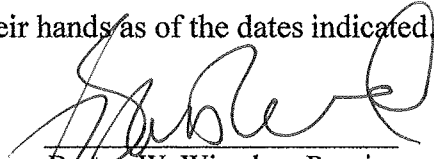
In the event Defendants fail to make any payment hereunder as provided by this Settlement Agreement, Defendants hereby consent to the immediate entry of a joint and several Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. Defendants acknowledge and agree that such Judgment will be for the total amount of money Defendants 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.

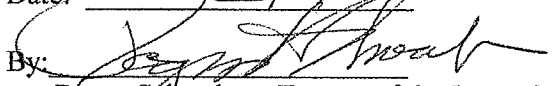
The Receiver, the Defendants, the J. Schwab Trust, and the G. Schwab Trust agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

Counsel for the Receiver is expressly authorized to sign this agreement on behalf of the Receiver. The Receiver, the Defendants, the J. Schwab Trust, and the G. Schwab Trust also agree that electronically transmitted copies of signature pages will have the full force and affect of original signed pages.

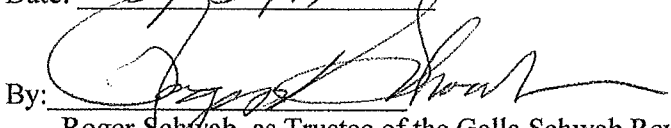
In witness whereof the parties have set their hands as of the dates indicated

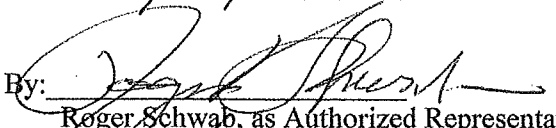
By: 
Roger Schwab, individually and as
Trustee of the Roger Schwab Revocable
Trust


Burton W. Wiand, as Receiver
of the Receivership Entities

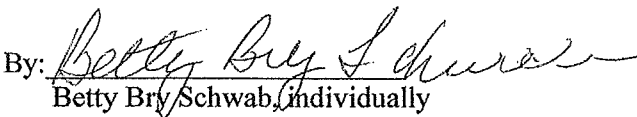
Date: 8/2/11
By: 
Roger Schwab, as Trustee of the James Schwab Revocable Trust

Date: 8/9/2011

Date: 8/2/11
By: 
Roger Schwab, as Trustee of the Gella Schwab Revocable Trust

Date: 8/2/11
By: 
Roger Schwab, as Authorized Representative of Mayfair Associates

Date: 8/2/11

By: 
Betty Bry Schwab, individually
and as Trustee of the Betty Bry Schwab Revocable Trust

Date: 8/13/11