

SETTLEMENT AGREEMENT

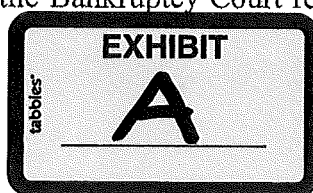
WHEREAS, by orders dated January 21, 2009, June 3, 2009 January 19, 2010, and September 23, 2010 the Court in Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for Scoop Capital, 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 Steven Settlege (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Steven Settlege, Case No. 8:10-cv-136-T-17MAP (M.D. Fla) (the "Settlege Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities by the Defendant in excess of his investment in one or more of the Receivership Entities ("false profits") in connection with an investment made in an IRA account in the name of Charles Schwab & Co. Inc. – FBO Steven Settlege (the "Settled Claims"); and

WHEREAS, on December 30, 2010, Defendant filed in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, Case No. BK 10-388848-DOT ("Bankruptcy Court"), a voluntary petition in bankruptcy pursuant to Chapter 7 of Title 11 of the United States Code; and

WHEREAS, on June 19, 2011, the Bankruptcy Court granted the Defendant (in his individual capacity) a discharge from bankruptcy, pursuant to 11 U.S.C. § 727; and

WHEREAS, the Receiver filed an Objection to a Certain Claimed Exemption ("Bankruptcy Objections") in the Bankruptcy Court relating to the false profits received



by Defendant in his IRA. The Receiver also filed a Motion for Relief from Stay in order to pursue the res in the Settlege Action; 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");

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 \$40,012, in full settlement of the Settled Claims and the Bankruptcy Objections, to be paid within 30 days after approval of this settlement by the SEC Receivership Court (the "Settlement Payment"). Defendant warrants that as of the date hereof he has requested the account custodian for the IRA to liquidate the funds necessary to complete the Settlement Payment. Defendant further warrants that, to the best of his knowledge and understanding, the Settlement Payment will be liquid and available within 30 days after approval of this settlement by the SEC Receivership Court. In the event of an unforeseen delay beyond the control of the Defendant, the Defendant shall immediately notify the Receiver of both the delay and the cause of same. The Receiver and Defendant shall be authorized to, in writing, agree to extend the time for payment of the Settlement Amount. The Receiver and the Defendant agree that any such extension for payment of the Settlement Payment shall not exceed 60 days, unless otherwise agreed by the parties. In the event the parties cannot agree to further extend the time for payment, the default provision below shall control.

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 Settlege 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, to the best of his knowledge, \$80,024.73 is the total amount of money or value the Defendant received from Receivership Entities in excess of his investment, and the Defendant agrees to waive and does hereby waive any claim that he 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 called for above, the Receiver will promptly move the District Court to dismiss the Settlege Action with prejudice and the Bankruptcy Court to dismiss the Bankruptcy

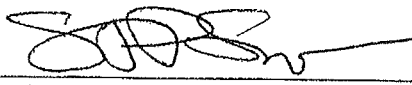
Objections and motion for relief from stay with prejudice. To the extent necessary, the Defendant agrees to assist the Receiver in seeking the SEC Receivership Court's approval of this settlement and following any such approval, in securing the dismissal of the Settlement Action. The Defendant understands and agrees that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

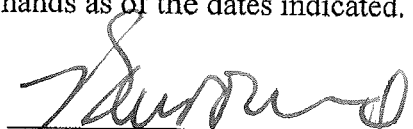
In the event the Defendant fails to make payment as provided by this Settlement Agreement, the IRA custodian shall, upon receiving notice of the Defendant's nonpayment, immediately transfer \$80,024.00 to the Receiver (the "Nonpayment Transfer"). The Defendant authorizes and consents to the Nonpayment Transfer, and no further order of the Bankruptcy Court shall be required to effectuate the Nonpayment Transfer. In the event the Receiver requests the Nonpayment Transfer, the Defendant hereby instructs the IRA Custodian to comply with any such request(s) from the Receiver. The funds subject to the Nonpayment Transfer shall remain property of the estate until the Defendant makes payment as provided by this Settlement Agreement, or if the Defendant fails to do so, until the completion of the Nonpayment Transfer.

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 effect of original signed pages.

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

By: 
Steven Settlage


Burton W. Wiand, as Receiver
of the Receivership Entities

Date: 10/7/11

Date: 10/5/2011