SETTLEMENT AGREEMENT

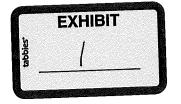
WHEREAS, by orders dated January 21, 2009, June 3, 2009, January 19, 2010 and September 23, 2010, the Court in Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for Scoop Capital, 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 Neil V. Moody, Individually and as Trustee of the Neil V. Moody Revocable Trust and the Neil Moody Charitable Foundation (collectively, the "Moody Group"); and

WHEREAS, Neil V. Moody represents that he has the express authority to enter into this Agreement on behalf of himself and on behalf of each other member of the Moody Group;

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth below, agree as follows:

(1) The Moody Group will turn over all assets reflected on Exhibit "A" (List of Assets to Turn Over) attached hereto and made a part hereof. The Moody Group will keep all assets reflected on Exhibit "B" (List of Assets to Keep) attached hereto and made a part hereof. Mr. Moody will execute and deliver a sworn statement verifying that these two lists reflect all of the Moody Group's assets.



- (2) The assets listed on Exhibit "A" shall be turned over to the Receiver within 10 days of the execution of this Agreement. As to the physical assets to be turned over, they shall be deemed turned over by being made available to the Receiver for collection at Mr. Moody's residence.
- (3) Mr. Moody represents and warrants that the aggregate value of the assets kept by him does not exceed \$15,000.
- (4) Mr. Moody shall reasonably cooperate with the Receiver upon request of the Receiver or any attorney representing the Receiver in the Receiver's ongoing efforts to recover monies on behalf of the investors, including but not limited to producing documents and information that may be requested by the Receiver, provided however that this agreement shall not require Mr. Moody to waive rights he may have under the Fifth Amendment to the Constitution.
- (5) The Receiver shall dismiss without prejudice the claims he has asserted against the Moody Group in *Wiand, as Receiver v. Neil V. Moody, et al.*, Case No. 8:10-cv-249-T-17MAP (M.D. Fla.) (the "Moody Action"). These claims will not be refiled unless Mr. Moody materially breaches this agreement as referenced in paragraph 12 below.
- (6) The Receiver shall pay Mr. Moody \$10,000 from any tax refunds received by the Receiver, by or at the Receiver's direction, on behalf of the Moody Group in exchange for Mr. Moody's efforts, cooperation and time he will expend in connection with the preparation of said returns.
- (7) The Receiver shall pay reasonable costs incidental to Mr. Moody's ongoing and necessary cooperation or future testimony provided in connection with any of the Receiver's efforts, as long as those costs are approved by the Receiver in advance.

- (8) Within 10 days of the turnover of assets by Mr. Moody as contemplated in paragraph (2) above, the Receiver will dismiss without prejudice the claims asserted against the Moody Group in the Moody Action.
- (9) As part of the Receiver's agreement to dismiss claims in the Moody Action without prejudice, the Moody Group agrees to waive any future claims or defenses with respect to lack of timeliness, statutes of limitations, laches or other similar time bars to any suit brought by the Receiver.
- (10) Mr. Moody shall execute a Power of Attorney, in the form attached hereto, and such other documentation as may be necessary in order to effectuate the transfer of the assets to be turned over by him pursuant to this agreement.
- (11) Mr. Moody shall also execute the necessary forms and documents, including but not limited to IRS Form 2848, to effectuate an assignment to the Receiver of any tax refund to which any member of the Moody Group may be entitled.
- (12) Mr. Moody agrees that any material misrepresentation concerning any of the matters contained herein or the affidavit executed by Neil Moody in connection with this settlement, or his failure to satisfy any of the obligations imposed by this settlement unless such failure is occasioned by the intervening act of a governmental authority, shall constitute a material breach hereof and as such, shall entitle the Receiver to entry of judgment for the total amount listed in the order of disgorgement entered by the SEC in Case No. 8:10-cv-00053-T-26TBM or \$23,000,000 in the event that no such order is in place.

The Receiver and the Moody Group 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.

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

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Date: Jon, 4, 201

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

Date: 1/6/2010,2010

List of Assets to Turn Over

- 1. Powerhouse Technologies Group, Inc.
- 2. Aventura Equities, Inc. (100 shares of stock was @ .06 cents)
- 3. Warrants Convertible (13,336 common stock was @ .40 cents)
- 4. Autodata Network
- 5. Vigilant Investors, Group, Inc. (30% equity interest; \$75,000)
- 6. Collingwood Construction Equity and Loan
- 7. Gold Reef International, Inc.
- 8. Flagship Healthcare Finity Holdings, Inc.
- 9. First Nations Management, LLC
- 10. Tasker Products
- 11. Screentest Studios, LLC
- 12. Ci4net Holdings, LLC
- 13. Radiation Centers of America
- 14. Elite Pharmaceuticals
- 15. Gibralter Energy LLC
- 16. Callahan Energy Partners (unpaid debt \$105,000; 2 units of equity plus \$60,000)
- 17. 2,013,527 shares Drinks Americas Holdings, Ltd.
- 18. 155,003 shares Bonds.com Group, Inc.
- 19. 36,000 shares First American Bank
- 20. 1,291,563 letter stock Bonds.com
- 21. 757,383 letter stock Bonds.com
- 22. 378.718 Bonds.com WTS
- 23. 166.670 Bonds.com WTS
- 24. 300,000 shares Nerium Biotechnology, Inc. (90,000 haven't issued yet)
- 25. 123,218 shares Phoenix BioTechnology, Inc.
- 26. Mimeo.com pfd. stock
- 27. 587,687 AA pfd shares and 162,008 common shares and 58,687 AA pfd shares Kinnemed Debentures
- 28. Celsia Technologies Ser. A pfd.
- 29. Celsia Technologies 8% Deb.
- 30. Unsecured convertible note Fast Funds
- 31. Convertible notes So, West Casino Corp.
- 32, 50,000 shares Active RFID Systems
- 33. 50,000 Convertible Notes and WTS Legacy Card Co., Inc.
- 34. 31 units of Netwolves
- 35. Cars Unlimited 8% conv. Note
- 36. Personal loan to Rocket Science Labs
- 37. Worldtech Waste Management, Inc. (\$33,000)
- 38. 75,000 shares Advanced Nanotech Inc.
- 39. 268,445 shares Vital Living
- 40. 50,000 shares Electronic Game Card Inc.
- 41. Migo Software

EXHIBIT A

- 42. First America Bank Account of Neil Moody Charitable Foundation (\$405.24)
- 43. Custom made gold inlay knife
- 44. Seven cases of wine (now 6-mostly California reds of modest vintages.)**see separate list
- 45. COLT 45 (45 Caliber; Mark IV, Series 80, Serial # SF01025E; Colt Officers ABT; custom rosewood grips; chrome finish)
- 46. C Camp 32 (32 Caliber; Serial # 026097; LWC Camp, Inc.)

List of Assets to Keep

- 1. Two Tezio lamps in master bedroom
- 2. Chase Bank Checking Account (Bank of the West checking account and First American Bank checking account consolidated into this account)
- 3. Darkwood clothes chest
- 4. Metal two drawer file cabinet
- 5. All my books (Mr. Moody has approximately 100 books on various subjects that havebeen of interest to him over the years. Topics include boats, cars, motorcycles, spirituality, etc. To his knowledge, none are rare or valuable)
- 6. Laptop computer, printer, and accessories
- 7. Photograph of Marilyn Monroe (gift from Sharon) (Photo of her with a new Cadillac convertible, 1955.)
- 8. Small painting by Marx in master bathroom (painted by Evelyn Marx)
- 9. Three small Chinese paintings in hall
- 10. Painting: Moody Woman by Debbie Danhauser
- 11. Round but dimpled purple glass vase (Part of mother's estate. He believes it may be worth \$5.00 at a garage sale)
- 12. Dark brown wooden Chinese chest in living room (Part of mothers estate. It is very plain, does not believe it is valuable)
- 13. Wood vessel on dining room sideboard (gift from Sharon)
- 14. One of the two Miele vacuums
- 15. Pecan wood four door chest in family room
- 16. Most contents of above chest including white fish/animal china bowl, ivory man and wife (Chinese), Versace vase (Gift from Queens Reef business partner received 4 or 5 years ago retail at the time was \$500.00), Perch serving plate, clear glass table setting for 40-50 people, Steuben glass bowls (this is mostly gifts from friends and relatives that have sentimental value to Mr. Moody, but doubtful street value.)
- 17. Amethyst geode (Purchased this for \$200.00 in Denver in 1964. It has not survived all the moves well, and now is in pieces.)
- 18. Three mens bikes
- 19. Porter Cable air compressor (about 6yrs old a small unit for bike and auto tires.)
- 20. Writing desk and chair in Bunk house (Purchased new in 1967 for first house)
- 21. Brown leather convertible sofa in new garage
- 22. Two matching upholstered chairs in new garage
- 23. "Mothers" chair in new garage
- 24. Red Recaro chair in new garage (Purchased about 7 yrs. ago for desk in garage of Evergreen home.)
- 25. Aluminum "Leitheit" step ladder in new garage
- 26. Brass two piece "Hooka" in new garage
- 27. Painting in dining room, "Snow Fox"
- 28. Chinese wall hanging of bird made with shells in cardboard box in new garage (Part of mother's estate, several pieces broken,)
- 29. Large photo of Erik skiing in new garage

EXHIBIT

B

B

- Wooden carved warrior in dining room (Purchased in late 60's for first home-may be worth \$50.)
- 31. Two matching Chinese floor vases in living room (2 ft. tall vases-very common souvenir vases from mother's estate.)
- 32. Teak card table in new garage
- 33. Four folding wood chairs with gold seats
- 34. Exercise bike
- 35. Shoes, coats, clothes, personal items
- 36. Family pictures
- 37. Various desk supplies
- 38. Various CDs, DVDs, and Tapes (About 50 DVDs, 150 CDs, and 50 VHS tapes.)
- 39. Black wood computer desk and lamp
- 40. Samsung television with blue ray player (this is Mr. Moody's only TV and was purchased recently with money from his pensions & social security)
- 41. Television stand
- 42. Television couch
- 43. Pole lamp in Television room
- 44. Small metal table and two chairs
- 45. Two person porch glider
- 46. Hanging basket of flowers
- 47. AT&T cordless phone
- 48. Queen bed and box spring
- 49. Two sets of bed sheets and pillow cases
- 50. Three pillows
- 51. Night table
- 52. Three waste baskets
- 53. One duvet cover
- 54. One blanket
- 55. Two sets of towels
- 56. Clothes hamper
- 57. Four place settings
- 58. Kitchen knives
- 59. Pot and pan set
- 60. Coffee maker
- 61. Toaster oven
- 62. Glassware set
- 63. Electric grill
- 64. State Street Retirement Account, Account ID# KIDDER (Two Accts)
- 65. UBS Financial Services, Inc Pension Plan, Client/Plan 0990/PW1