

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; Viking Management, LLC; and Traders Investment Club and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities");

WHEREAS, the Receiver sued Catherine S. Cloud and John V. Cloud, as co-Trustees of the Mary Anne Cloud Revocable Trust dtd 03/12/1987 (the "Cloud Trust") in an action styled Burton W. Wiand, as Receiver v. John V. Cloud and Catherine S. Cloud, as Co-Trustees of the Mary Anne Cloud Revocable Trust dtd 03/13/1987, Case No. 8:10-cv-165-T-17MAP (M.D. Fla.) (the "Cloud Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities in excess of the Cloud Trust's investment in one or more of the Receivership Entities (the "Settled Claims");

WHEREAS, in addition to Catherine Cloud in her capacity as co-Trustee of the Cloud Trust, the Receiver's investigation has revealed that an additional party against whom the Settled Claims could be asserted is Catherine Cloud in her individual capacity (Catherine Cloud, in her individual capacity, and the Cloud Trust are collectively hereby referred to as "Defendants");

EXHIBIT A

WHEREAS, Catherine Cloud, in her individual capacity, also invested in one or more Receivership Entities and incurred a loss of \$950,000 as measured by the difference between the amount invested and the amount returned;

WHEREAS, on or about July 12, 2010, Catherine Cloud, in her individual capacity, submitted a Proof of Claim Form in connection with the claims process instituted in the SEC Receivership Action relating to investments in one or more Receivership Entities (the "Cloud Claim"), which Proof of Claim asserts a claim amount of \$950,000;

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

WHEREAS, any resolution of this action 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, Catherine Cloud has agreed to and does hereby waive \$328,600.52 of the Cloud Claim in full settlement of the Settled Claims.

In exchange for the waiver of the amount set forth above relating to the Cloud Claim, 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 of and from any and all claims asserted, or which could have been asserted in the Cloud Action, which relate to the Cloud Trust's investment in Receivership Entities, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Cloud Trust's investment in any

product, fund, entity, or venture established, operated, or controlled by Arthur Nadel and Receivership Entities.

This agreement does not relate to and specifically excludes any claims the Receiver may have against John V. Cloud in his individual capacity, including but not limited to those asserted in Burton W. Wiand, as Receiver v. John V. Cloud, Case No. 8:10-cv-149-T-17MAP (M.D. Fla.).

In further consideration of the release of claims described above, Defendants warrant that \$328,600.52 is the total amount of money or value that was received from Receivership Entities in excess of the Cloud Trust's investment. Defendants 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, except for a portion of the Cloud Claim which amounts to \$621,339.48.

The Receiver and the Defendants understand and agree that, subject to the approval of the SEC Receivership Court, the waiver of claims are in full accord and satisfaction of and in compromise of disputed claims, and the waivers 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, the Receiver will promptly move the Court to dismiss the Cloud Action with prejudice. 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 dismissal of the Cloud Action.

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

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: Catherine S. Cloud
Catherine S. Cloud, individually,
and as Co-Trustee of the Mary Anne
Cloud Revocable Trust dtd 03/13/1987

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

Date: 4/25/2012

Date: 4/26/2012

By: John V. Cloud
John V. Cloud, as Co-Trustee of the
Mary Anne Cloud Revocable Trust
dtd 03/13/1987

Date: 4/25/2012