

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; Venice Jet Center, LLC; Tradewind, LLC; Laurel Mountain Preserve, LLC; Laurel Preserve, LLC; Laurel Mountain Preserve Homeowners Association, Inc.; Marguerite J. Nadel Revocable Trust UAD 8/2/07; Guy-Nadel Foundation, Inc.; Lime Avenue Enterprises, LLC; A Victorian Garden Florist, LLC; Viking Oil & Gas, LLC; Home Front Homes, LLC; and Traders Investment Club (collectively, the "Receivership Entities"); and

WHEREAS, the Receiver sued Girls Incorporated of Sarasota County (the "Defendant") in an action styled Burton W. Wiand, as Receiver v. Girls Incorporated of Sarasota County, Case No. 8:12-cv-839-T-17MAP (M.D. Fla.) ("the Girls, Inc. Action"), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities and/or Arthur Nadel, Marguerite J. Nadel, Neil V. Moody, Sharon G. Moody, and the Neil Moody Foundation, (collectively the "Intermediate Parties") by the Defendant (the "Settled Claims"); 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, Defendant has agreed to pay, and the Receiver has agreed to accept, a total of \$100,000 in full settlement of the Settled Claims, to be paid as follows: a first payment of \$10,000 to be paid on or before July 2, 2012; and the remaining \$90,000 to be paid in monthly installments from October 1, 2012, through October 1, 2016, pursuant to the Note and amortization schedule attached hereto as Exhibit I and incorporated by reference herein.

Upon receipt and clearing of this full settlement payment, the Receiver, on behalf of the Receivership Entities, shall be deemed to have released and forever discharged Defendant of and from any and all claims which could have been asserted in the Girls Inc. Action, including but not limited to any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Defendant receipt of monies from the Receivership Entities and the Intermediate Parties.

In further consideration of the release of claims described above, Girls, Inc. represents that its business records reflect that defendant received \$472,839.33 in charitable contributions from the Guy-Nadel Foundation, Inc. and the Intermediate Parties. Defendant agrees to waive and does hereby waive any claim that it had, has, or hereafter may have against the Receiver and/or the Receivership Estate.

The Receiver and 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 resolving this 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 Girls, Inc. Action 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 Girls, Inc. 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 Defendant hereby consents to the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. The Defendant acknowledges and agrees that such Judgment will be for the total amount of money the Defendant received from the Receivership Entities (i.e. \$472,839.33) as stated above, less any payments, plus interest at the legal rate from the date of this agreement.


The Receiver and 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.

The Receiver and Defendant 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: 
Girls Incorporated of Sarasota
County, President

Date: 6/29/2012

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

Date: 6/25/2012

PROMISSORY NOTE

\$90,000.00

June 29, 2012

CREDITOR: BURTON W. WIAND, AS COURT-APPOINTED RECEIVER

DEBTOR: GIRLS, INC. OF SARASOTA COUNTY
201 S. Tuttle Ave.
Sarasota, FL 34237

FOR VALUE RECEIVED, the undersigned ("Debtor") promises to pay to the order of Burton W. Wiand, in his capacity as the Court-appointed Receiver in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM (together with any Creditor of this Promissory Note, called "Creditor") at 3000 Bayport Drive, Suite 600, Tampa, Florida 33607, or such other place as Creditor may designate in writing, the principal sum of Ninety Thousand and zero/100 Dollars (\$90,000.00), payable in lawful currency of the United States of America on the dates and in the manner set forth below.

1. Settlement Agreement. Debtor and Creditor have entered into a Settlement Agreement dated as of June 29, 2012, the terms of which are incorporated herein by reference.

2. Interest. Interest shall accrue daily on the outstanding principal balance of this Promissory Note (the "Note") at a rate that is equal to six percent (6%) per annum, simple interest, until this Note is paid in full.

3. Payments and Maturity. Beginning on October 1, 2012, and on the first day of each subsequent month until October 1, 2016, Debtor shall pay to the Creditor the sum of Two Thousand and Ninety Four Dollars and Forty-One Cents (\$2,094.41), which amount includes principal and interest. An amortization schedule of the payments due is attached hereto as Exhibit A, and incorporated herein by reference. If not sooner paid, all principal and interest owed under this Note shall be due and payable in full on October 1, 2016.

4. Prepayment. Debtor shall have the right and privilege to prepay all or any part of the outstanding balance of this Note at any time and from time to time, without premium or penalty.

5. Waiver. Creditor shall not by any act or omission be deemed to waive any of its rights or remedies hereunder at law or in equity, or as provided by statute, unless such waiver be in writing, signed by Creditor, and then only to the extent specifically set forth therein. A waiver of one event shall not be construed as a continuing waiver or as a bar to, or waiver of, such right or remedy upon a subsequent event.

6. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

(a) the failure of Debtor to pay any sum due under this Note when due, whether by demand or otherwise, which failure has not been cured within five (5) days after written notice thereof from the Creditor to the Debtor;

(b) the failure of Debtor to perform, observe or comply in any material respect with its obligations under this Note within thirty (30) days of receiving notice of such default; or

(c) there shall have been instituted proceedings, whether voluntary or involuntary, or the taking of any corporate action in furtherance of, or the entry of any order or decree of a court of competent jurisdiction over the Debtor with respect to any of the following (any such proceeding, an "Insolvency Proceeding"):

(i) bankruptcy, insolvency or reorganization, readjustment, arrangement, composition or similar relief under federal or state bankruptcy or insolvency statutes or related laws in respect of the Debtor;

(ii) appointment of receiver, liquidator, trustee or assignee in bankruptcy or insolvency as to the Debtor or any guarantor of this Note or a substantial part of the Debtor's property; or

(iii) any assignment by the Debtor of any of its assets for the benefit of creditors, or the winding up or liquidation of the affairs of the Debtor, or the admission of the Debtor in writing of its inability to pay its debts as they become due;

provided, that in the case of any Insolvency Proceeding, such proceeding or case shall continue undismissed or unstayed and in effect for a period of forty five (45) days.

7. Default. Upon the occurrence of an Event of Default hereunder, the Creditor shall have the right to: (a) declare the entire outstanding balance of principal and interest to be immediately due and payable, and the same shall thereupon become immediately due and payable without presentment, demand or notice; and (b) exercise any or all rights, powers, and remedies now or hereafter existing at law, in equity, by statute or otherwise.

8. Expenses. Debtor promises to pay to Creditor on demand by Creditor, all costs and expenses incurred by Creditor in connection with the collection and enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses and all court costs.

9. Transfer; Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Notwithstanding the foregoing, the Debtor may not assign, pledge, or otherwise transfer this Note without the prior written consent of Creditor, whose consent shall not be unreasonably withheld; provided that, however, the transferee designated by Debtor shall provide proof that it has the wherewithal and ability to perform the Debtor's obligations set forth in this Note, and Debtor agrees that Creditor shall retain the sole and exclusive right to make such a determination.

10. Applicable Law/Venue. This Note shall be interpreted and enforced in accordance with the laws of the State of Florida without regard to any conflicts of law provisions or principles thereof to the contrary. Debtor and Creditor hereby: (i) irrevocably consent to the exclusive jurisdiction of, and venue in, the United States District Court, Middle District of Florida, Tampa Division, in Hillsborough County in the State of Florida; and (ii) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Note shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR*

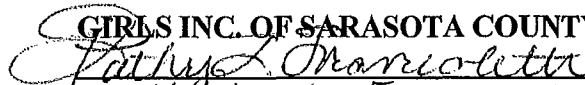
NADEL, ET AL., CASE NO: 8:09-CV-87-T-26TBMIN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to the exclusion of the courts of any other state or country. EACH OF DEBTOR AND CREDITOR WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING SEEKING ENFORCEMENT OF SUCH PARTY'S RIGHTS UNDER THIS NOTE.

11. Invalidity of Any Part. If any provision or part of any provision of this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or any remaining part of any provision) of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained in this Note, but only to the extent of its invalidity, illegality or unenforceability. In any event, if any such provision pertains to the repayment of the indebtedness evidenced by this Note, then and in such event, at Creditor's option, the outstanding principal, together with all accrued and unpaid interest thereon, shall become immediately due and payable.

12. Miscellaneous. Each right, power, and remedy of Creditor as provided for in this Note, or now or hereafter existing under any applicable law or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note or now or hereafter existing under applicable law, and the exercise or beginning of the exercise by Creditor of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Creditor of any or all such other rights, powers, or remedies. No failure or delay by Creditor to insist upon the strict performance of any term, condition, covenant, or agreement of this Note, or to the exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude Creditor from exercising any such right, power, or remedy at a later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, Creditor shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Acceleration Event for the failure to effect such prompt payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release, or change any provisions of this Note. Debtor hereby expressly waives presentment, demand, and protest, notice of demand, dishonor and nonpayment of this Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor hereof with respect to the time of payment or any other provision hereof. The captions herein set forth are for convenience of reference only and shall not be deemed to define, limit, or describe the scope or intent of this Note.

IN WITNESS WHEREOF, Debtor has caused this Note to be duly executed as of the date first written above.

DEBTOR:

GIRLS INC. OF SARASOTA COUNTY

By: Kathy L. Francoletti
Its: President
201 S. Tuttle Ave.
Sarasota, FL 34237

Amortization Schedule

Due Date	Payment	Interest	Principal	Balance
October 1, 2012	\$2,094.41	\$1,275.00	\$819.41	\$89,180.59
November 1, 2012	\$2,094.41	\$445.90	\$1,648.51	\$87,532.08
December 1, 2012	\$2,094.41	\$437.66	\$1,656.75	\$85,875.33
January 1, 2013	\$2,094.41	\$429.38	\$1,665.03	\$84,210.30
February 1, 2013	\$2,094.41	\$421.05	\$1,673.36	\$82,536.94
March 1, 2013	\$2,094.41	\$412.68	\$1,681.73	\$80,855.22
April 1, 2013	\$2,094.41	\$404.28	\$1,690.13	\$79,165.08
May 1, 2013	\$2,094.41	\$395.83	\$1,698.58	\$77,466.50
June 1, 2013	\$2,094.41	\$387.33	\$1,707.08	\$75,759.42
July 1, 2013	\$2,094.41	\$378.80	\$1,715.61	\$74,043.81
August 1, 2013	\$2,094.41	\$370.22	\$1,724.19	\$72,319.62
September 1, 2013	\$2,094.41	\$361.60	\$1,732.81	\$70,586.80
October 1, 2013	\$2,094.41	\$352.93	\$1,741.48	\$68,845.33
November 1, 2013	\$2,094.41	\$344.23	\$1,750.18	\$67,095.15
December 1, 2013	\$2,094.41	\$335.48	\$1,758.93	\$65,336.21
January 1, 2014	\$2,094.41	\$326.68	\$1,767.73	\$63,568.48
February 1, 2014	\$2,094.41	\$317.84	\$1,776.57	\$61,791.91
March 1, 2014	\$2,094.41	\$308.96	\$1,785.45	\$60,006.46
April 1, 2014	\$2,094.41	\$300.03	\$1,794.38	\$58,212.09
May 1, 2014	\$2,094.41	\$291.06	\$1,803.35	\$56,408.74
June 1, 2014	\$2,094.41	\$282.04	\$1,812.37	\$54,596.37
July 1, 2014	\$2,094.41	\$272.98	\$1,821.43	\$52,774.94
August 1, 2014	\$2,094.41	\$263.87	\$1,830.54	\$50,944.41
September 1, 2014	\$2,094.41	\$254.72	\$1,839.69	\$49,104.72
October 1, 2014	\$2,094.41	\$245.52	\$1,848.89	\$47,255.83
November 1, 2014	\$2,094.41	\$236.28	\$1,858.13	\$45,397.70
December 1, 2014	\$2,094.41	\$226.99	\$1,867.42	\$43,530.28
January 1, 2015	\$2,094.41	\$217.65	\$1,876.76	\$41,653.52
February 1, 2015	\$2,094.41	\$208.27	\$1,886.14	\$39,767.38
March 1, 2015	\$2,094.41	\$198.84	\$1,895.57	\$37,871.81
April 1, 2015	\$2,094.41	\$189.36	\$1,905.05	\$35,966.76
May 1, 2015	\$2,094.41	\$179.83	\$1,914.58	\$34,052.18
June 1, 2015	\$2,094.41	\$170.26	\$1,924.15	\$32,128.03
July 1, 2015	\$2,094.41	\$160.64	\$1,933.77	\$30,194.26
August 1, 2015	\$2,094.41	\$150.97	\$1,943.44	\$28,250.82
September 1, 2015	\$2,094.41	\$141.25	\$1,953.16	\$26,297.67
October 1, 2015	\$2,094.41	\$131.49	\$1,962.92	\$24,334.74
November 1, 2015	\$2,094.41	\$121.67	\$1,972.74	\$22,362.01
December 1, 2015	\$2,094.41	\$111.81	\$1,982.60	\$20,379.41
January 1, 2016	\$2,094.41	\$101.90	\$1,992.51	\$18,386.89
February 1, 2016	\$2,094.41	\$91.93	\$2,002.48	\$16,384.42
March 1, 2016	\$2,094.41	\$81.92	\$2,012.49	\$14,371.93
April 1, 2016	\$2,094.41	\$71.86	\$2,022.55	\$12,349.38
May 1, 2016	\$2,094.41	\$61.75	\$2,032.66	\$10,316.72
June 1, 2016	\$2,094.41	\$51.58	\$2,042.83	\$8,273.89
July 1, 2016	\$2,094.41	\$41.37	\$2,053.04	\$6,220.85
August 1, 2016	\$2,094.41	\$31.10	\$2,063.31	\$4,157.54
September 1, 2016	\$2,094.41	\$20.79	\$2,073.62	\$2,083.92
October 1, 2016	\$2,094.34	\$10.42	\$2,083.92	\$0.00
Total	\$102,626.02	\$12,626.02	\$90,000.00	