

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 asserted claims against EFG Bank ("EFG Bank") and D&E Unit Trust Associates ("D&E") in an action styled Burton W. Wiand, as Receiver v. EFG Bank and D&E Unit Trust Associates, Case No. 8:10-cv-241-T-17MAP (M.D. Fla) (the "EFG Bank Action"), seeking the return of certain funds received from one or more of the Receivership Entities in connection with EFG Bank's and/or EFG Bank's customer's or customers' investment in Receivership Entity Viking Fund, LLC (the "Settled Claims") as reflected in the Amended Complaint filed in the EFG Bank Action (the "10-cv-241 Investment");

WHEREAS, in addition to EFG Bank and D&E, the Receiver's investigation has revealed that additional parties against whom the Settled Claims could be asserted are M. Beckmann, Ltd. ("M. Beckmann"), Douglas Bay Investment Company, Ltd. ("Douglas Bay"), Infinity Financial, Ltd. ("Infinity"), and any other EFG Bank customer(s) who held the 10-cv-241 Investment in his, her, or its EFG Bank account (collectively hereby referred to as "Defendants");

WHEREAS, M. Beckmann also invested in one or more Receivership Entities through a separate "account" at Banque Thaler S.A. and incurred a loss of \$500,000 as measured by the difference between the amount invested and the amount returned;

WHEREAS, Banque Thaler S.A. submitted a Proof of Claim Form on behalf of M. Beckmann in connection with the claims process instituted in the SEC Receivership Action relating to the investment identified in the preceding paragraph (the "M. Beckmann Claim"), which Proof of Claim asserts a claim amount of \$500,000 ("Claimed Amount");

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

WHEREAS, any resolution of this action by agreement of the Receiver and 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, Defendants have agreed to pay and the Receiver has agreed to accept a total of \$811,828.84, to be paid within 14 days after approval of this settlement by the SEC Receivership Court.

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, does hereby and shall be deemed to have released and forever discharged Defendants of and from any and all claims, demands, suits, causes of action or liabilities asserted or which could have been asserted in the EFG Bank Action which relate to the 10-cv-241 Investment.

In further consideration of the release of claims described above, Defendants warrant that, in connection with the 10-cv-241 Investment, \$1,098,676.49 is the total amount of money or value received from the Receivership Entities in excess of EFG Bank and/or EFG Bank's customer's or customers' investment, and 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, including the M. Beckmann Claim and any entitlement to the Claimed Amount.

In further consideration of the Receiver's release of claims as described above, the Defendants, jointly and severally, agree to indemnify and hold harmless the Receiver and Receivership Entities of and from any claims that may arise between or among the Defendants in connection with the settlement.

The Receiver and Defendants understand and agree that, subject to the approval of the SEC Receivership Court, the payment of the aforesaid total sum and waiver 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 EFG Bank Action with prejudice. To the extent necessary, EFG, D&E, M. Beckmann, Douglas Bay, and Infinity 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 EFG Bank Action. Defendants understand and agree that each party shall bear its 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 \$811,828.84, less any payments, plus interest at the legal rate from the date of this agreement.

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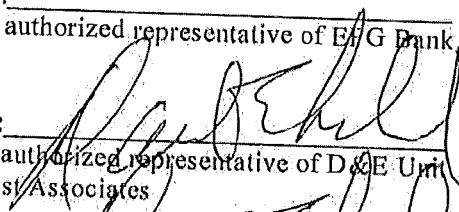
The Receiver and Defendants agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

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

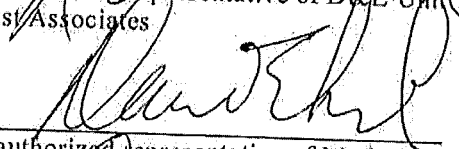
In witness whereof the parties have set their hands as of the dates indicated.

By: _____
As authorized representative of E/G Bank

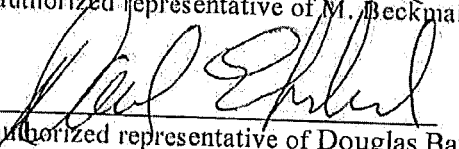
Date: _____

By: 
As authorized representative of D&E Unit Trust Associates

Date: July 11, 2012

By: 
As authorized representative of M. Beckmann, Ltd.

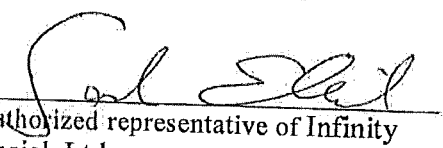
Date: July 11 2012

By: 
As authorized representative of Douglas Bay Investment Company, Ltd.

Date: July 11 2012

By: 
Burton W. Wiand, as Receiver

Date: 7/17/2012

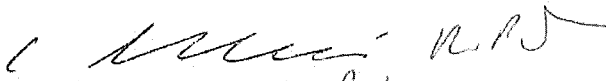
By: 
As authorized representative of Infinity Financial, Ltd.

Date: July 11, 2012

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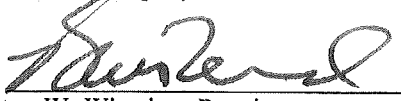
In witness whereof the parties have set their hands as of the dates indicated.

By:  Date: July 18, 2012
As authorized representative of EFG Bank

By: _____ Date: _____
As authorized representative of D&E Unit
Trust Associates

By: _____ Date: _____
As authorized representative of M. Beckmann, Ltd.

By: _____ Date: _____
As authorized representative of Douglas Bay
Investment Company, Ltd.

By:  Date: 7/19/2012
Burton W. Wiand, as Receiver

By: _____ Date: _____
As authorized representative of Infinity
Financial, Ltd.