

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CASE NO. 8:09-cv-87-T-26TBM

ARTHUR NADEL,
SCOOP CAPITAL, LLC,
SCOOP MANAGEMENT, INC.

Defendants,

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

Relief Defendants.

**CONSENT OF SCOOP CAPITAL, LLC, AND
SCOOP MANAGEMENT, INC. TO FINAL JUDGMENT**

1. Defendants Scoop Capital, LLC and Scoop Management, Inc., through Burton W. Wiand, Esq. as Court-appointed Receiver, acknowledge having been served with the complaint in this action, enter a general appearance, and admit the Court's jurisdiction over each of them and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which each admits), Scoop Capital and Scoop Management each hereby consent to the entry of the Final Judgment in the form attached hereto

(the "Judgment") and incorporated by reference herein, which, among other things, permanently restrains and enjoins each of these defendants from violating Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b), and 17 C.F.R. § 240.10b-5], and Section 17(a) of the Securities Act of 1933 [17 U.S.C. § 77q(a)].

3. Scoop Capital and Scoop Management waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Scoop Capital and Scoop Management waive the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Scoop Capital and Scoop Management enter into this Consent voluntarily and represent that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce either of them to enter into this Consent, other than those included in this Consent and the accompanying Final Judgment.

6. Scoop Capital and Scoop Management agree that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Scoop Capital and Scoop Management will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waive any objection based thereon.

8. Scoop Capital and Scoop Management waive service of the Final Judgment and agree that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to them of its terms and conditions. Scoop Capital and Scoop Management further agree to provide counsel for the Commission, within thirty days after the Final Judgment

is filed with the Clerk of the Court, an affidavit or declaration stating that each of them has received and read a copy of the Final Judgment.

9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Scoop Capital and Scoop Management in this civil proceeding. Scoop Capital and Scoop Management acknowledge that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Scoop Capital and Scoop Management each waive any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Scoop Capital and Scoop Management further acknowledge that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Scoop Capital and Scoop Management understand that they shall not be permitted to contest the factual allegations of the complaint in this action.

10. Scoop Capital and Scoop Management understand and agree to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Scoop Capital and Scoop Management agree:

(i) not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent, Scoop Capital and Scoop Management hereby withdraw any papers filed in this action to the extent that they deny any allegation in the complaint. If Scoop Capital or Scoop Management breaches this agreement, the Commission may petition the Court to vacate the Judgment and restore this action to its active docket. Nothing in this paragraph affects Scoop Capital or Scoop Management's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

11. Scoop Capital and Scoop Management hereby waive any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by either Scoop Capital or Scoop Management to defend against this action. For these purposes, Scoop Capital and Scoop Management agree that neither of them is the prevailing party in this action since the parties have reached a good faith settlement.

12. Scoop Capital and Scoop Management agree that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

13. Scoop Capital and Scoop Management agree that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

14. The parties agree that the entry of this Consent and the Final Judgment shall not have any impact on the Receiver's ability to carry out the duties and responsibilities set forth in the Orders entered in this case appointing and reappointing the Receiver or expanding the scope of this Receivership.

Scoop Capital, LLC and Scoop Management, Inc.

By: *Burton W. Wiand*
Burton W. Wiand, Esq.
Court-appointed Receiver for Scoop Capital, LLC and Scoop Management, Inc.
3000 Bayport Drive, Suite 600
Tampa, FL 33607

Date: *12/10/2012*, 2012

On December *10*, 2012, Burton W. Wiand, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of *Scoop Capital LLC & Scoop Management, Inc.* as their Court-appointed Receiver.

Diane Burnette
Notary Public
Commission expires: *5.15.14*



Approved as to form:

Gianluca Morello
Gianluca Morello, Esq.
Wiand Guerra King P.L.
3000 Bayport Drive, Suite 600
Tampa, FL 33607
Counsel for Receiver Burton W. Wiand

Date: *12/10*, 2012