

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

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.

Relief Defendants.

**DECLARATION OF BURTON W. WIAND, AS RECEIVER, IN SUPPORT OF THE
RECEIVER'S UNOPPOSED VERIFIED MOTION FOR APPROVAL OF
AGREEMENT REGARDING REPAYMENT OF DEBT, TERMINATION OF
RIGHTS AND REPURCHASE OF SECURITIES RELATING TO BONDS.COM**

Burton W. Wiand declares as follows:

1. I am the duly appointed receiver (the “**Receiver**”) for Defendants Scoop Capital, LLC and Scoop Management, Inc. and Relief Defendants Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P. (“**Valhalla Investment**”); Valhalla Management, Inc. (“**Valhalla**”); Victory Fund, Ltd.; Victory IRA Fund, Ltd.; Viking IRA Fund, LLC; Viking

Fund, LLC; and Viking Management, LLC (“**Viking**”) (the “**Order Appointing Receiver**”). (See generally Order Appointing Receiver (Doc. 8).) The Court subsequently granted several motions to expand the scope of the Receivership to include other entities owned or controlled by Arthur Nadel (“**Nadel**”). (See generally Docs. 17, 44, 68, 81, 153, 172, 454.) All of the entities in receivership are hereinafter collectively referred to as the “**Receivership Entities**.”

2. I submit this declaration (the “**Declaration**”) in support of the Receiver’s Unopposed Verified Motion for Approval of Agreement Regarding Repayment of Debt, Termination of Rights and Repurchase of Securities Relating to Bonds.com. I have personal knowledge, or have obtained knowledge through my investigation of matters during the course of this Receivership, regarding the matters asserted herein and transactions and agreements entered into with third parties as to which I could and would personally and competently testify if called upon to do so.

3. After my appointment as Receiver, I learned that proceeds of Nadel’s fraud had been used to acquire debt and equity interests in Bonds.com Group, Inc. or Bonds.com Holdings, Inc. (collectively, “**Bonds.com**” or the “**company**”) in the form of promissory notes, shares of stock, and warrants for additional shares.

4. Specifically, 7,582,850 shares of Bonds.com common stock and \$1,840,636 in debt instruments had been directly or indirectly acquired with proceeds of Nadel’s fraud. This consisted of acquisitions by Valhalla Investment and Nadel’s associates, Christopher D. Moody (“**Chris Moody**”) and Neil Moody (collectively, the “**Moodys**”), who were officers and/or principals of Valhalla and Viking, for their personal benefit, their trusts, or their relatives.

5. Following this discovery, these interests in Bonds.com were transferred to the Receivership either by the course of my appointment as Receiver over Receivership Entities, by Court-ordered transfer of the interests, or by the voluntary execution of stock powers to transfer ownership of the interests. As a result of these transfers, the Receivership is one of the largest shareholders of Bonds.com.

6. Following transfer of the Bonds.com interests to the Receivership, I commenced efforts to ascertain whether any value could be realized from those interests for the benefit of defrauded investors. After extensive research of the company's condition and multiple conversations with senior management, I determined that, while Bonds.com had a reasonable prospect for future success, the liquidation of the Receivership's interests in Bonds.com would likely have resulted in the demise of Bonds.com and the material loss of value of Bonds.com's debt obligations to the Receivership estate and its equity shares.

7. As a result, I entered into an agreement with senior management of Bonds.com that restructured the company's debt obligations to the Receivership estate to allow Bonds.com an opportunity to raise much-needed working capital to conduct its business operations. (Doc. 499) This agreement extended the maturity date of the indebtedness, which I believed would encourage new investment from bona fide investors and enhance the value of the Receivership's interests.

8. This arrangement was subsequently approved by this Court (Doc. 500). This strategy proved successful, as several bona fide investors made investments in Bonds.com and enhanced the company's financial condition through capital contributions.

9. While Bonds.com continues to be dependent on outside investors for capital to support its ongoing operations, it is now in a sufficiently stable position to allow me to convert the Receivership's interests in the company into value for the Receivership estate and defrauded investors.

10. To that end, I attempted to identify any buyers interested in purchasing the Receivership's debt and equity interests in Bonds.com. These efforts resulted in discussions with several parties. However, in the end all but one of these parties declined to pursue further negotiations.

11. The party that pursued negotiations until the end and made an offer was an investment bank. The potential purchaser offered to purchase the Receivership's Bonds.com interests for \$2,000,000. I declined the offer.

12. Following the receipt of this offer, I approached senior management of Bonds.com to discuss my planned sale of the Receivership's debt and equity interests in the company. After receiving interest from senior management in retiring the Receivership's Bonds.com interests, I commenced negotiations with the company.

13. Senior management of Bonds.com offered to acquire all of the Receivership's interests in Bonds.com for \$2,250,000.00 plus an additional \$5,000 for the repurchase of Bonds.com stock held by the Receivership estate if certain conditions are met by the company within a specified period of time (the "**Offer**"). The final terms of this transaction are reflected in the Letter Agreement Regarding Repayment of Indebtedness, Termination of Rights and Repurchase of Securities (the "**Agreement**"), a true and correct copy of which is

attached as **Exhibit A**. This was the largest offer made for the Receivership's debt and equity interests in Bonds.com, and exceeded the only other offer by over \$250,000.

14. It is my belief that the Offer maximizes the Receivership's interests in Bonds.com, is fair and reasonable, and is in the best interest of the Receivership. Importantly, the Offer exceeds the amount of cash provided to the company in return for the interests now held by the Receivership estate. That amount totaled \$1,840,636.

15. With respect to the Bonds.com stock, any efforts to liquidate the Receivership's large equity position of over seven million shares would encounter tremendous difficulty, as the market for such shares is "thin" and any effort to sell the shares would flood the market and drive down the price of the shares, which recently traded at only seven cents a share. In my opinion, they could not be sold.

16. Because of the inherent risks in continuing to hold these interests as detailed in the Motion, it is my belief that the transaction reflected in the Agreement is in the Receivership estate's best interest. The proposed sale will alleviate the uncertainty and risk associated with holding the equity and debt positions in Bonds.com (as more fully discussed in the Motion), and will add at least an additional \$2,250,000 to the Receivership estate for the benefit of defrauded victims.

17. The Motion requests the waiver of compliance with the provisions of 28 U.S.C. §§2001(b) and 2004, to the extent the Court deems them applicable to the transfer of the Receivership's Bonds.com interests as reflected in the Agreement in the first place. Those provisions require certain appraisals and newspaper publication unless otherwise ordered by the Court. I believe the cost and delay of appraisals and publication are not

warranted under the circumstances here for a number of reasons. Although these reasons are discussed in the Motion, I want to highlight the following.

18. First, both I and my attorneys at Wiand Guerra King P.L. who have assisted me with this matter have substantial experience with securities transactions and, specifically, the sale, purchase, and valuation of securities.

19. Second, aside from being assisted by counsel from Wiand Guerra King, I was also assisted in this matter by transactional counsel from Fowler White Boggs, P.A. Transactional counsel specifically assisted me in evaluating whether the Offer fairly represented the value of the Receivership's interests in Bonds.com. This individual is also an experienced financial analyst.

20. Third, as discussed above, I engaged in marketing efforts to find buyers for the Receivership's interests in Bonds.com. Those efforts yielded one offer and then the Offer from Bonds.com. No other parties were willing to make an offer to purchase the Receivership's interests and it is unlikely that any disinterested purchaser will come forward because of the precarious position of Bonds.com and its dependency on future funding.

21. Ultimately, irrespective of any valuations reached by an appraisal, sale of these assets is dependent on a liquidity event created by Bonds.com. In light of my marketing efforts, and the very low number of potential purchasers, it is clear to me that the Offer represents the "market price" for those interests and an excellent result for the Receivership. In other words, irrespective of an appraisal amount, the market for the Receivership's interests in Bonds.com is non-existent and the best price it will support is the one reflected in the Agreement. An accurate appraisal would be very difficult to achieve and

totally speculative because of the illiquid nature of the Receivership's Bonds.com interests. Of paramount importance, it allows the Receivership to receive substantial funds for a high risk asset that I do not wish to continue to hold.

22. American Momentum Bank, as successor-in-interest of LandMark Bank ("LandMark"), filed Proof of Claims in the Receivership claims process (Claim Numbers 500 and 501), one of which asserted that LandMark had a security interest in a portion of the Bonds.com equity and debt. These claims have recently been waived. Attached as **Exhibit B** is a true and correct copy of an email from LandMark's counsel to my counsel confirming the waiver. I am unaware of any other claims to these assets.

23. No other claims were submitted in the claims process (or otherwise) in this case which asserted any interest in the Receivership estate's Bonds.com interests, and I am not aware of any other actual or purported claim, lien, or encumbrance relating to those interests.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated this 10th day of April, 2012.

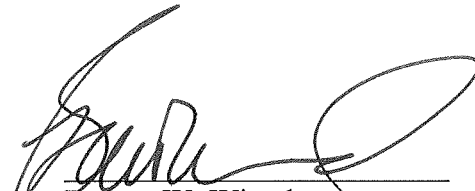

Burton W. Wiand

EXHIBIT A

Bonds.com Group, Inc.
529 5th Avenue
New York, NY 10017

January 31, 2012

Burton W. Wiand, as Receiver
c/o: Wiand Guerra King
3000 Bayport Drive, Suite 600
Tampa, Florida 33607

Re: Letter Agreement Regarding Repayment of
Indebtedness, Termination of Rights and Repurchase of Securities

Dear Mr. Wiand:

This letter (this "Letter Agreement") confirms the agreement between you, in your capacity as the receiver (the "Receiver") appointed by the United States District Court for the Middle District of Florida, Tampa Division (the "Court") in the action styled *Securities and Exchange Commission v. Arthur Nadel, et. al.*, Case No. 8:09-cv-87-T-26TBM, Bonds.com Group, Inc., a Delaware corporation (the "Company"), and Bonds.com Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Holdings"), regarding the retirement of certain indebtedness, the termination of certain rights and the repurchase of securities owned beneficially or of record by the Receiver as set forth in more detail below. Subject to the conditions set forth elsewhere in this Letter Agreement, the Receiver, the Company and Holdings agree as follows:

- (a) In consideration of the Company's payment to the Receiver of an aggregate amount of \$2,250,000, the Receiver shall (i) cancel, terminate, retire and agree that all indebtedness of the Company and Holdings evidenced by the instruments identified on Schedule I and any other indebtedness owed by the Company or Holdings to or for the benefit of the Receivership (collectively, the "Receivership Debt") are satisfied in full; and (ii) terminate and cancel any rights, contingent or otherwise, which the Receiver may have to receive shares of the Company's Common Stock, par value \$0.0001 per share ("Common Stock"), pursuant to the Section 17 of the Secured Convertible Promissory Notes dated on or about September 22, 2008, October 20, 2008, and December 12, 2008, as amended, and the Amendment No. 2 to Secured Convertible Promissory Notes, dated as of October 19, 2010, by and among the Receiver and the Company (the "Contingent Performance Shares"). The foregoing transactions are referred to in this Letter Agreement as the "Debt Retirement."
- (b) In consideration of the Company's obligation to pay the Receiver an additional \$5,000 (the "Stock Repurchase Price"), the Receiver shall transfer, convey, assign and deliver to the Company all outstanding shares of the Company's equity securities held of record or beneficially by the receiver, including without limitation all of the Receiver's right, title and interest in and to the shares of Common Stock identified on Schedule II to this Letter Agreement (the "Receivership Shares"). The foregoing transaction is referred to in this Letter Agreement as the "Stock Repurchase" and, collectively with the Debt Retirement, the "Transactions."

Notwithstanding the foregoing, neither the Receiver, the Company nor Holdings shall be obligated to consummate the Transactions unless and until the Court enters an order approving the Receiver's consummation of the Transactions, which order shall be satisfactory to the Receiver and the Company in their respective sole and absolute discretion and shall have been issued based on a motion of the Receiver that is not opposed by any party (the "Court Order Condition").

As promptly as practicable after the date of this Letter Agreement, the Receiver shall prepare and file a motion seeking the entry of the order described immediately above. The Receiver, the Company

Letter Agreement
January 31, 2012
Page 2

and Holdings agree to consummate the Debt Retirement and the Stock Repurchase promptly upon the satisfaction of the Court Order Condition; provided, that if, at the time of the consummation of the satisfaction of the Court Order Condition, the Company does not have sufficient legally available funds to pay the Stock Repurchase Price in accordance with the provisions of the Delaware General Corporation Law, then (a) the Debt Retirement shall nevertheless be consummated, (b) the Company shall be obligated to pay the Stock Repurchase Price to the Receiver and consummate the Stock Repurchase promptly after such date on which it has sufficient legally available funds in accordance with the provisions of the Delaware General Corporation Law, and (c) the Receiver shall be required to consummate the Stock Repurchase upon payment of the Stock Repurchase Price by the Company. At the consummation of the Debt Retirement, the Company shall pay the Receiver \$2,250,000 within five days of the entry of the Court Order approving this Letter Agreement and the Receiver shall execute and deliver to the Company the Termination and Release attached hereto as Exhibit A. At the consummation of the Stock Repurchase, the Company shall pay the Receiver the Stock Repurchase Price and the Receiver shall deliver to the Company the stock certificates representing the Receivership Shares and a duly executed stock power assigning all of the Receiver's right, title and interest in and to the Receivership Shares to the Company.

If the Company has not paid the Stock Repurchase Price within one year after the entry of the Court Order approving this Letter Agreement, the Company shall, promptly from time to time upon demand from the Receiver, reimburse the Receiver for all out-of-pocket costs and expenses incurred by him in respect of the arrangement to defer consummation of the Stock Repurchase. Notwithstanding anything to the contrary herein, the Receiver's and the Company's respective obligations to consummate the Stock Repurchase shall terminate if the Company shall not have delivered the Stock Repurchase Price on or prior to the date two years after the date of this Letter (the "Stock Repurchase Deadline"). The Receiver shall not assign, transfer, convey or encumber the Receivership Shares prior to the earlier to occur of the Repurchase Deadline and the consummation of the Stock Repurchase.

This Letter Agreement shall be governed by the internal laws of the State of Florida, without reference to the conflicts of laws provisions thereof. This Letter Agreement may be executed in counterparts and execution and delivery of this Letter Agreement by facsimile or .pdf shall be effective for all purposes and such executed copies shall be as valid as originals.

The Receiver hereby defers the right to receive any Contingent Performance Shares and any obligation of the Company to issue such Contingent Performance Shares for a period of forty-five (45) days from the date of this Letter Agreement.

This Letter Agreement is non-transferable by either the Company, Holdings or the Receiver.

Accepted and agreed to as of the date first set forth above by:

BONDS.COM GROUP, INC.
BONDS.COM HOLDINGS, INC.

By: John Ryan
Name: John Ryan
Title: Chief Financial Officer

Burton W. Wiand
BURTON W. WIAND, as Receiver appointed
by the United States District Court for the
Middle District of Florida, Tampa Division
in the action styled *Securities and Exchange
Commission v. Arthur Nadel, et. al.*,
Case No. 8:09-cv-87-T-26TBM

Schedule I

Receivership Debt

Noted; Name of Holder	Outstanding Principal Amount
Secured Convertible Promissory Note dated on or about October 20, 2008; Burton W. Wiand, as Receiver, as holder of Note originally issued to Neil V. Moody Revocable Trust	\$250,000.00
Secured Convertible Promissory Note dated on or about September 22, 2008; Burton W. Wiand, as Receiver, as holder of Note originally issued to Christopher D. Moody Revocable Trust	\$1,236,836.00
Secured Convertible Promissory Note dated on or about December 12, 2008; Burton W. Wiand, as Receiver, as holder of Note originally issued to Christopher D. Moody Revocable Trust	\$50,000.00
Secured Convertible Promissory Note dated on or about September 22, 2008; Burton W. Wiand, as Receiver, as holder of Note originally issued to Valhalla Investment Partners, L.P.	\$203,800.00
Second Amended and Restated Grid Secured Promissory Note, dated November 9, 2009; Burton W. Wiand, as Receiver, as holder of Note originally issued to Valhalla Investment Partners, L.P.	\$100,000.00

Schedule II

Receivership Shares

7,582,850 shares of the Company's Common Stock, par value \$0.0001 per share, as reflected on the attached page.

Receiver Related Securities: BURTON W WIAND CONSERVATOR FOR NADEL ET AL

c/o Burton W. Wizand
 As Court Appointed Receiver
 3000 Bayport Drive, Suite 600
 Tampa, FL 33607

		Desired Action	
WARRANTS	To purchase (x) shares	Cancel Warrant Representing	SS# / Tax-Id.
Neil V Moody Revocable Trust	378,717	378,717 shares and issue to:	26-4300174
Neil V Moody Revocable Trust	166,670	166,670 shares and issue to:	26-4300174
Valhalla Investment Partners	155,869	155,869 shares and issue to:	26-4300174
Christopher D. Moody Revocable Trust	55,554	55,554 shares and issue to:	26-4300174
Christopher Moody	824,566	824,566 shares and issue to:	26-4300174
		BURTON W WIAND CONSERVATOR FOR NADEL ET AL Subtotal	387,279
COMMON SHARES	Cert. No. (if known)	Number of Shares	SS# / Tax-Id.
Christopher D. Moody Revocable Trust	731-0	2,548,120	26-4300174
Christopher D. Moody Revocable Trust	746-8	378,692	26-4300174
Christopher D. Moody Revocable Trust	831-1	189,359	26-4300174
Christopher C. Moody Irrevocable Trust	841-7	47,340	26-4300174
Christopher C. Moody Irrevocable Trust	745-0	94,673	26-4300174
Gabriella V. Moody Trust	840-9	47,340	26-4300174
Neil V Moody Revocable Trust	751-8	94,673	26-4300174
Neil V Moody Revocable Trust	770-8	757,383	26-4300174
Neil V Moody Revocable Trust	752-8	1,291,563	26-4300174
Valhalla Investment Partners	755-6	155,033	26-4300174
		1,591,395	26-4300174
		BURTON W WIAND CONSERVATOR FOR NADEL ET AL Subtotal	7,195,571
BURTON W WIAND CONSERVATOR FOR NADEL ET AL Total			7,582,850

Exhibit A

Termination and Release

Dated as of _____, 2012

Reference is made to the "Receivership Debt," as such term is defined in the letter agreement (the "Letter Agreement"), dated as of January __, 2012, by and among Burton W. Wiand as receiver appointed by the United States District Court for the Middle District of Florida, Tampa Division in the action styled *Securities and Exchange Commission v. Arthur Nadel, et. al.*, Case No. 8:09-cv-87-T-26TBM (the "Receiver"), Bonds.com Group, Inc., a Delaware corporation (the "Company"), and Bonds.com Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Holdings"). Reference is further made to the loan agreements, investment agreements, note purchase agreements, notes, guaranty agreements, security agreements and other agreements, documents and instruments executed in connection therewith, including, without limitation, the Second Amended and Restated Security Agreement dated as of May 28, 2009, the Secured Convertible Note and Warrant Purchase Agreement dated on or about September 24, 2008, the Secured Convertible Promissory Note dated on or about September 22, 2008, as amended, and the letter agreement dated April 30, 2009 (collectively, the "Financing Documents").

This Termination and Release confirms that: (a) the Receiver has no further rights to any Contingent Performance Shares (as defined in the Letter Agreement) and any such rights are hereby terminated, cancelled and of no further force or effect; (b) all of the Receivership Debt is cancelled, terminated, retired and satisfied in full; and (c) all of the Company's and Holdings' obligations to the Receiver pursuant to the Financing Documents are terminated, satisfied in full and of no further force or effect. The Receiver will deliver to the Company all instruments evidencing Receivership Debt that are in the Receiver's possession.

The Receiver acknowledges and agrees that any lien, security interest or other encumbrance on the assets of the Company or Holdings in favor of the Receiver are hereby terminated, released and discharged, and the Receiver agrees to execute and deliver, and does hereby authorize the filing by the Company and Holdings and their respective agents of, any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks, patents and web or internet domains, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by the Receiver with respect to the assets of the Company and Holdings.

BURTON W. WIAND, as Receiver appointed
by the United States District Court for the
Middle District of Florida, Tampa Division
in the action styled *Securities and Exchange
Commission v. Arthur Nadel, et. al.*,
Case No. 8:09-cv-87-T-26TBM

EXHIBIT B

From: kathy.hoeck@akerman.com [mailto:kathy.hoeck@akerman.com]
Sent: Thursday, March 22, 2012 11:45 AM
To: Gianluca Morello
Cc: gdavey@americanmomentumbank.com
Subject: RE: Nadel Receivership - Claims 500, 501

Gianluca,

American Momentum owns the claims filed by LandMark Bank in this case (claims numbered 500 and 501). After further investigation and considering various factors, American Momentum has decided to waive its claims against the receivership estate, in consideration for which the Receiver will not seek recovery of any fees or costs against American Momentum/LandMark Bank arising out of or related in any respect to the proofs of claims or proceedings in the above-referenced case.

As a result, we consider this matter closed as between the Receiver and American Momentum/LandMark Bank.

Thank you for your courtesies.

Régards,

Kathy

Kathryn B. Hoeck

National Consumer Finance Litigation & Compliance Practice Group
Akerman Senterfitt | 420 South Orange Avenue | Suite 1200 | Orlando, FL 32801
Dir: 407.419.8524 | Main: 407.423.4000 | Fax: 407.254.4240
Assistant: Ginny Beebe 407.237.8744
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Akerman Senterfitt • Akerman Senterfitt LLP • Attorneys at Law

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From: Gianluca Morello [<mailto:GMorello@wiandlaw.com>]
Sent: Thursday, March 22, 2012 11:10 AM
To: Hoeck, Kathryn (Sh-Orl)
Subject: Nadel Receivership - Claims 500, 501

Kathy,

following up on our earlier conversation, this will confirm that if Claims 500 and 501 (which involve claims filed by American Momentum Bank on behalf of LandMark Bank) are waived, the Receiver will not seek recovery of any fees or costs associated with the submission of those claims, including fees and costs associated with his review and determination of those claims and his response to the objection filed by the Claimant. I look forward to receiving confirmation that those claims will be waived.

Thanks,

Gianluca

:::

WIAND GUERRA KING

GIANLUCA MORELLO

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3000 BAYPORT DRIVE | SUITE 600 | TAMPA, FL 33607
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EMAIL: gmorello@wiandlaw.com | www.wiandlaw.com

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If you desire a formal opinion on a particular tax matter for the purpose of avoiding the imposition of any penalties, we will discuss the additional Treasury requirements that must be met and whether it is possible to meet those requirements under the circumstances, as well as the anticipated time and additional fees involved.

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