

# EXHIBIT A

## SETTLEMENT AGREEMENT

This Settlement Agreement is made on 31 May 2012, by and between **Mr. Burton Wiand** (in his capacity as Court-Appointed Receiver for Valhalla Investment Partners, L.P., Viking Fund, LLC, Viking IRA Fund, LLC, Victory Fund, Ltd., and Scoop Real Estate, LP) ("the Claimant") and **Benjamin Linstead** ("the Defendant").

A dispute arose between the parties concerning the Defendant's receipt of monies from an investment fund, of which the Claimant acts as Receiver ("the Dispute").

The parties have settled their differences and have agreed terms for the full and final settlement of the Dispute and wish to record those terms of settlement in this agreement. The agreed terms of settlement are subject to approval by the court presiding over the US Securities and Exchange enforcement case in which the Receiver was appointed over the abovementioned funds into which the Defendant invested ("the SEC Receivership Court"). In the event that the SEC Receivership Court does not approve the terms of settlement as set out in this Settlement Agreement, the Settlement Agreement is null and void *ab initio* and shall be inadmissible as evidence in any proceedings wheresoever issued.

Subject to the approval of the SEC Receivership Court, the parties have agreed to a settlement in the following terms:

1. The Claimant agrees to accept from the Defendant, and the Defendant agrees to pay to the Claimant, the sum of US \$202,000 (two hundred and two thousand US dollars) and £930 (nine hundred and thirty pounds sterling) (inclusive of interest and costs) (the "Settlement Sum") by instalments as detailed in paragraph 2 below.
2. The Settlement Sum shall be payable in three instalments as follows:
  - 2.1 The first instalment of US \$102,000 (one hundred and two thousand US dollars) and £930 (nine hundred and thirty pounds sterling) is to be paid within 14 days of entry by the SEC Receivership Court of an order approving this settlement;
  - 2.2 The second instalment of US \$50,000 (fifty thousand US dollars) is to be paid on or before 9 months after the approval of this settlement by the SEC Receivership Court; and
  - 2.3 The third and final instalment of the US \$50,000 (fifty thousand US dollars) is to be paid on or before 18 months after the approval of this settlement by the SEC Receivership Court.
  - 2.4 For the avoidance of doubt, the abovementioned payment conditions are cumulative, and any failure by the Defendant to comply with any one or more of the payment conditions contained in paragraphs 2.1 to 2.3 will immediately entitle the Claimant to apply to the English High Court to recover the sum of US \$218,648.34 (two hundred and eighteen thousand, six hundred and forty eight US dollars and thirty four cents), less any payments made by the Defendant, plus interest at 6 per cent per annum from the date of entry by the SEC Receivership Court of an order approving this settlement and reasonable attorney and court fees in relation to the collection of the Settlement Sum.

- 2.5 Payments may be paid by the Defendant or by a third party on behalf of Defendant. US dollar payments will be paid to BAY CITIES BANK, 3902 Henderson Blvd, Tampa, FL 33629 PH. 813-574-3198, ABA Routing # 063114700, Beneficiary name: Nadel Et Al By Burton W Wiand As Court Appointed Receiver, Beneficiary address: 3000 Bay Port Drive Suite 600 Tampa, FL 33607, Beneficiary Account number: 5020988. Payments in pounds sterling may be paid to Orrick Herrington & Sutcliffe (Europe) LLP, HSBC Bank Plc, Account 04063864, Sort Code 400530.
- 2.6 Following the parties' signature of this Agreement, the Receiver will promptly move the SEC Receivership Court for approval of this settlement. If the SEC Receivership Court approves this settlement, the parties shall submit the signed Tomlin Order to the English High Court, following which the Receiver will promptly apply to have arbitration styled Burton W. Wiand, as Receiver v. Benjamin Linstead, JAMS Ref. No. 1440003229 (the "Linstead Action") dismissed with prejudice. To the extent necessary, the Defendant agrees to provide full cooperation and assistance to the Receiver in seeking the SEC Receivership Court's approval of this settlement and following any such approval, in securing the dismissal of the above mentioned proceedings and arbitration. Except as otherwise provided by the terms of settlement, the parties understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.
- 2.7 In connection with the Tomlin Order Proceedings, the Defendant agrees that he will accept service and will execute an acknowledgement of service form admitting the claim according to the terms of this Agreement (as completed in the form attached as Exhibit C). The Defendant irrevocably agrees not to take any action to oppose or challenge the Tomlin Order Proceedings. The Defendant agrees he will pay all filing fees in connection with the Tomlin Order Proceedings, to a limit of £930. The Defendant further agrees to take all reasonably necessary steps to ensure that the court issues a Tomlin Order in the agreed form (or substantively the same form) as is attached hereto. To the extent necessary, the Defendant agrees to fully cooperate with the Receiver and his counsel to ensure that the Tomlin Order is promptly entered.
3. The Claimant accepts the Settlement Sum in full and final settlement of any and all claims howsoever arising and of whatever nature or kind against the Defendant, including claims for interest and costs, whether made in the Proceedings or in correspondence with the Defendant or in any way arising from or connected with the Proceedings or the subject matter of the Proceedings, whether or not the Claimant is currently aware of the facts and matters giving rise to those claims.
4. The terms of this settlement and the substance of all negotiations in connection with it, are confidential to the Claimant, the Defendant and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party, other than:
- 4.1 to the SEC Receivership Court for the purposes of obtaining the Court's approval of the settlement;
- 4.2 to the Claimant's and the Defendant's respective auditors, insurers and lawyers on terms which preserve confidentiality;

4.3 pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and

4.4 as far as necessary to implement and enforce any of the terms of the settlement.

5. This agreement shall be governed by, and construed in accordance with, English law and the parties hereby submit to the exclusive jurisdiction of the High Court of England.

This agreement has been entered into on the date stated below.

By: Benjamin Linstead  
Benjamin Linstead



Burton W. Wiand, as Receiver  
of the Receivership Entities

Date: 31st May 2012

Date: 5/31/12

**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

**Claim Number:.....**

**BETWEEN**

**MR BURTON WIAND**  
**(in his capacity as Court-Appointed Receiver for**  
**VALHALLA INVESTMENT PARTNERS, L.P.,**  
**VIKING FUND, LLC, VIKING IRA FUND,**  
**LLC, VICTORY FUND, LTD, SCOOP REAL**  
**ESTATE, LP)**

**Claimant**

**- and -**

**BENJAMIN LINSTEAD**

**Defendant**

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**TOMLIN ORDER**

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**UPON** the parties having agreed to the terms of settlement

**IT IS ORDERED BY CONSENT THAT:-**

1. All further proceedings in this action are stayed upon the terms set out in the Settlement Agreement between the parties dated [31st May] 2012 annexed to this Order, except for the purpose of enforcing those terms.
2. There shall be no order as to the costs of these proceedings.
3. Each party shall have permission to apply to the Court to enforce those terms without the need to bring a new claim.

Dated: 31st May 2012

.....  
Orrick, Herrington & Sutcliffe (Europe) LLP  
107 Cheapside  
London  
EC2V 6DN

**Solicitors for the Claimant**

.....  
*B. Linstead*  
Benjamin Linstead  
8 Eldon Road  
Kensington  
London  
W8 5PU  
**The Defendant**

Claim No:.....

**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

**BETWEEN:**

**MR BURTON WIAND**  
**(in his capacity as Court-Appointed Receiver**  
**for VALHALLA INVESTMENT PARTNERS,**  
**L.P., VIKING FUND, LLC, VIKING IRA**  
**FUND, LLC, VICTORY FUND, LTD, SCOOP**  
**REAL ESTATE, LP)**

**Claimant**

- and -

**BENJAMIN LINSTED**

**Defendant**

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**TOMLIN ORDER**

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## Acknowledgment of Service (Part 8 claim)

You should read the 'notes for defendant' attached to the claim form which will tell you how to complete this form, and when and where to send it.

In the High Court of Justice Chancery Division	
Claim No.	
Claimant <i>(including ref.)</i>	MR. BURTON WIAND (In his capacity as Court-Appointed Receiver for VALHALLA INVESTMENT PARTNERS L.P., VIKING FUND LLC, VIKING IRA FUND LLC, VICTORY FUND LTD, VICTORY IRA FUND LTD, SCOOP REAL ESTATE LP)
Defendant	BENJAMIN LINSTAD

Tick and complete sections A – E as appropriate.  
In all cases you must complete sections F and G

### Section A

I do not intend to contest this claim

Give details of any order, direction, etc. you are seeking from the court.

The Claimant and Defendant have entered into a settlement agreement dated [31st May] 2012. The Claimant and Defendant request from the Court a Tomlin Order (the draft of which is attached).

### Section B

I intend to contest this claim

Give brief details of any different remedy you are seeking.

### Section C

I intend to dispute the court's jurisdiction  
*(Please note, any application must be filed within 14 days of the date on which you file this acknowledgment of service)*

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N210 Acknowledgment of Service (CPR Part 8) (3.01)

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Claim No.

**Section D**

I object to the claimant issuing under this procedure

My reasons for objecting are:

**Section E**

I intend to rely on written evidence

My written evidence:

is filed with this form

will be filed within 14 days as agreed with the other party(ies). A copy of the written agreement is attached to this form

**Section F**

Full name of defendant filing this acknowledgment Benjamin Linstead

**Section G**

**Signed**  
(To be signed by you or by your solicitor or litigation friend)

\*(I believe)(The defendant believes) that the facts stated in this form are true. \*I am duly authorised by the defendant to sign this statement  
  
*B. Linstead*  
  
\*delete as appropriate

**Position or office held**  
(if signing on behalf of firm or company)

Date 31st May 2012

Give an address to which notices about this case can be sent to you

*8 ELDON ROAD  
LONDON*  
  
Postcode *W8 5PU*

Tel no: *07785 755223*

if applicable	
Ref. no.	
fax no.	
DX no.	
e-mail	