

**EXHIBIT A**  
**SETTLEMENT AND RELEASE OF CLAIMS**

## SETTLEMENT AND RELEASE OF CLAIMS

This Release, is entered into this 20th day of September 2006, by and between the Receiver for Mutual Benefits Corp., Roberto Martinez (hereinafter "the Receiver"), for himself and for Mutual Benefits Corp., by his counsel, Curtis Miner, Esq., of the law firm of Colson Hicks Eidson, on the one hand, and Mayer, Brown, Rowe & Maw LLP (hereinafter "MBR&M"), by Richard Ben-Veniste, on the other hand:

WHEREAS, MBR&M is holding the sum of \$250,000.00, received on August 22, 2002, in its client escrow account;

WHEREAS, on April 19, 2005, counsel for the Receiver filed a motion seeking the return of the said \$250,000.00 to Mutual Benefits Corp.;

WHEREAS, the parties agreed to a settlement whereby MBR&M would pay \$241,000,000 of the escrowed funds to Mutual Benefits Corp.;

WHEREAS on May 25, 2005, the attorney for the Receiver filed a Notice of Partial Withdrawal of Motion;

WHEREAS, Roberto Martinez, Colson, Hicks, Eidson and MBR&M have mutually agreed that MBR&M will issue a check made payable to Roberto Martinez, as Receiver for Mutual Benefits Corp., in the amount of \$241,000,00, in full and final satisfaction of any and all claims the Receiver and/or Mutual Benefits Corp. may have against MBR&M; and

WHEREAS, Roberto Martinez, and Mutual Benefits Corp. on the one hand, and MBR&M, on the other hand, desire to settle any claims between them without further cost of litigation;

NOW THEREFORE, the parties agree:

1. Each party states that it has entered into this Settlement and Release of Claims, after full consultation with counsel, for the purpose of resolving any and all claims between them;

2. Payment of the sum of \$241,000.00 to the Receiver shall be and is in complete satisfaction of any claims Mutual Benefits Corp. and/or the Receiver now have or may have in the future against MBR&M and/or the Released Parties as defined in paragraph 4 below.

3. In exchange for the payment and promises reflected in this settlement and mutual release, and other good and sufficient consideration, Mutual Benefits Corp., for itself and its administrators and assigns, and Roberto Martinez as Receiver, hereby release and discharge forever the Released Parties, as defined in paragraph 4 below, from any and all causes of action, claims, demands, costs and expenses, damages or attorney's fees, whether known or unknown, which either now has, or which have been asserted, could have been asserted or could be asserted by the Receiver, Mutual Benefits Corp., or on its behalf against the Released Parties, as of the date of execution of this Settlement Agreement and Release of Claims or based upon any fact, matter or thing on or prior to the date of execution of this Settlement Agreement and Release of Claims. This Settlement Agreement and Release of Claims includes, but is not limited to, any and all claims for declaratory or equitable relief and/or attorneys' fees and expenses, known or unknown, vested or contingent, which Mutual Benefits Corp., and Roberto Martinez as Receiver have ever had, or now have, or which its administrators and assignees or any of them, hereafter can, shall or may have against the Released Parties based upon any fact, matter or thing from the beginning of the world to the date of this Settlement Agreement and Release of Claims.

4. The term "Released Parties" as used herein includes MBR&M, and all officers and employees, consultants, agents or attorneys, now or previously employed by MBR&M and any partners or other lawyers now or previously associated with that law firm.

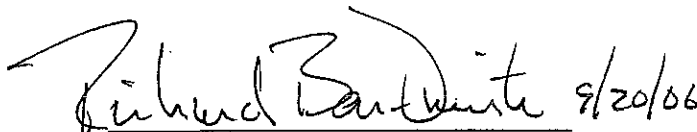
5. In exchange for the payment and promises reflected in this settlement and mutual release, and other good and sufficient consideration, MBR&M hereby releases and discharges forever Mutual Benefits Corp. or the Receiver, from any and all causes of action, claims, demands, costs and expenses, damages or attorney's fees, whether known or unknown, which it now has, or which have been asserted, could have been asserted or could be asserted by MBR&M, or on its behalf, against Mutual Benefits Corp. or the Receiver, as of the date of execution of this Settlement Agreement and Release of Claims. This Settlement and Release of Claims includes, but is not limited to, any and all claims for declaratory or equitable relief and/or attorneys' fees and expenses, known or unknown, vested or contingent, which MBR&M, has ever had, or now has, or which its administrators and assignees or any of them, hereafter can, shall or may have against Mutual Benefits Corp. or the Receiver as of the effective date hereof.

6.. MBR&M, Mutual Benefits Corp. and the Receiver each understand and agree that the terms and conditions of this Settlement Agreement and Release of Claims constitute all understandings, agreements and promises of the parties, and that there are no oral or written understandings, agreements, promises or inducements made or offered other than those set forth in writing in this Settlement Agreement and Release of Claims.

7.. This Settlement Agreement and Release of Claims may be executed in counterpart.

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Mutual Benefits Corp.,  
by and through Receiver's counsel

 9/20/06  
Richard Ben-Veniste on behalf of  
Mayer, Brown, Rowe & Maw LLP

Curtis Miner, Esq.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Martinez, Receiver  
by and through Receiver's counsel  
Curtis Miner, Esq.

Date: \_\_\_\_\_