

# EXHIBIT A

## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

STANFORD INTERNATIONAL BANK, LTD., ET AL.,

Defendants.

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Case No.: 3-09-CV-0298-N

### STIPULATION OF SETTLEMENT

Nigel Hamilton-Smith and Peter Wastell (the “Antiguan Liquidators”) and U.S. Receiver Ralph S. Janvey (the “U.S. Receiver”) (collectively, the “Parties”; individually, each is a “Party”), in their official court-appointed capacities and through their counsel, have executed this Stipulation of Settlement (the “Agreement”). The Parties’ Agreement to settle the pending litigation between them regarding Stanford International Bank Ltd. (“SIB”) in the United States, Canada, United Kingdom (“UK”) and Antigua and Barbuda (“Antigua”) is for the purpose of avoiding further expense. The Parties, on behalf of themselves and their successor Receivers or Liquidators (if any), agree as follows:

1. Within three (3) court days from the filing of the Agreement with this Court, the Antiguan Liquidators will file an application with the Eastern Caribbean Supreme Court, High Court of Justice, Antigua and Barbuda (“the Antiguan Court”), seeking that Court’s approval of the Agreement. The Antiguan Liquidators will also, within the same time period, seek the agreement and cooperation of the Antiguan Financial Services Regulatory Commission (the “FSRC”) in obtaining the Antiguan Court’s approval. A “court day” is a day on which the Antiguan Court staff are available to accept applications and other papers for filing.

2. Paragraphs 3, 4, 5, 7, 8 and 9 below will become effective upon the approval of the Agreement by both the Antiguan Court and this Court and the approval orders by both courts becoming final and non-appealable (the “Effective Date”). Notwithstanding the foregoing, if both the Antiguan Court and this Court approve the Agreement but a non-party to the Agreement appeals in either or both countries, the Antiguan Liquidator and the U.S. Receiver agree to adhere to the terms of this Agreement other than the provisions of 3(a) and 3(b) until such time as all such appeals are resolved.

3. Promptly following the Effective Date:

a. The Antiguan Liquidators will withdraw, with prejudice to their ability to re-file, their Petition for Recognition of Foreign Main Proceeding Pursuant to Chapter 15 of the U.S. Bankruptcy Code (the “Petition”). As for the proceedings (i) in the Supreme Court of Canada (the “Supreme Court Proceedings”) seeking to appeal and overturn the previous judgments of the Quebec Superior Court (Case No. 500-11-036045-090) and the Quebec Court of Appeal (Case No. 500-09-20001-095) and (ii) in *Attorney General of Ontario v. The Contents of Various Financial Accounts Held with the Toronto-Dominion Bank and T-D Waterhouse (IN REM)*, Ontario Superior Court of Justice – Commercial Court (Court File No. CV-09-8154-00CL) (the “Ontario Proceedings”) (collectively, (i) and (ii) are the “Canadian Proceedings”), the Antiguan Liquidators will file a discontinuance in the Supreme Court Proceedings and will cease acting in the Ontario Proceedings, advising counsel of record to that effect. In connection with the Supreme Court Proceedings, the Antiguan Liquidators and the U.S. Receiver agree to execute and file a “Declaration of Settlement out of Court” at the Quebec Superior Court and the Quebec Court of Appeal.

b. The U.S. Receiver will apply to withdraw, with prejudice to his ability to re-file, his appeal in Antigua before the East Caribbean Court of Appeal (the “Antiguan Appeal”).

c. The Antiguan Liquidators will not oppose or interfere with the U.S. Receiver’s status in the United States or Canada nor his efforts to take control of assets, and the proceeds of sale of assets, located in the United States and Canada, and the U.S. Receiver will not oppose or interfere with the Antiguan Liquidators’ status in Antigua or the UK nor their efforts to take control of assets, and the proceeds of sale of assets, located in Antigua and the UK. [As used herein, “United States” means the United States of America and its Territories, including but not limited to the U.S. Virgin Islands and Puerto Rico.] More specifically, but without limitation:

i. The Antiguan Liquidators will take no further action to oppose or interfere with the U.S. Receiver’s status and efforts to take control of assets, and the proceeds of sale of assets, located in the United States and Canada, including (without limitation) by maintaining, intervening in or filing any motion, objection, opposition, affidavit or similar type pleading, paper or evidence in (i) *SEC v. Stanford International Bank, Ltd. et al.*, Case No. 3:09-cv-00298-N (N.D. Texas) (“Receivership Action”); (ii) *In re Stanford International Bank, Ltd., Debtor in a Foreign Proceeding*, Case No. 3:09-cv-00721-N (N.D. Texas) (“Chapter 15 Proceeding”); (iii) the Canadian Proceedings or (iv) any other action or proceeding, currently pending or that may be filed in the future, of whatever nature, in the United States, Canada or any other jurisdiction, in which the U.S. Receiver seeks recovery or control of assets, and the proceeds of sale of assets,

that are the subject of the Receivership Action or are located in either the United States or Canada.

ii. The U.S. Receiver will take no further action to oppose or interfere with the Antiguan Liquidators' status and efforts to take control of assets, and the proceeds of sale of assets, located in Antigua and the UK, including (without limitation) by maintaining, intervening in or filing any motion, objection, opposition, affidavit or similar type pleading, paper or evidence in (i) the insolvency proceeding currently pending under the laws of Antigua before the Eastern Caribbean Supreme Court, High Court of Justice ("Antiguan Liquidation Proceeding"); (ii) the appeal of the Antiguan Liquidation Proceeding; (iii) the appeal against the Orders of the Court of Appeal of England and Wales, Criminal Division, in case number 2009/03973 B5 CAO No. 13091 ("the English Appeal") or (iv) any other action or proceeding, currently pending or that may be filed in the future, of whatever nature, in Antigua, the UK or any other jurisdiction in which the Antiguan Liquidators seek recovery or control of assets, and the proceeds of sale of assets, that are the subject of the Antiguan Liquidation Proceeding or are located in Antigua or the UK.

iii. A claim or debt-obligation held by or owed to SIB is deemed to be located in the country or countries in which the debtor's assets are located.

iv. An equity interest (whether stock, a limited partnership share or an LLC member interest) in another entity, which interest is held or owned by SIB, shall be deemed to be located in the United States or Canada (and accordingly subject to realization and recovery by the US Receiver) if the entity is

incorporated or chartered in the United States or Canada (including in any of their respective subdivisions). Notwithstanding the foregoing sentence:

(1) if the entity is incorporated or chartered in the United States or Canada but the entity owns assets located in Antigua or the UK, then the Antiguan Liquidators are deemed to control such entity to the limited extent necessary for them to recover and realize the value of the entity's assets located in Antigua or the UK; and

(2) if the entity is incorporated or chartered in a jurisdiction that is not part the United States or Canada but the entity, whether directly or through one or more subsidiaries, owns assets located in the United States or Canada, then the U.S. Receiver is deemed to control such entity, together with the subsidiary or subsidiaries through which the assets are indirectly owned, to the extent necessary to allow him to recover and realize into his estate the value of the entity's assets located in the United States or Canada.

This provision applies to equity interests owned by SIB, whether such ownership is direct or indirect, through intermediate subsidiaries.

v. An equity interest (whether stock, a limited partnership share or an LLC member interest) in another entity, which interest is held or owned by SIB, shall be deemed to be located in Antigua or the UK (and accordingly subject to realization and recovery by the Antiguan Liquidators) if the entity is incorporated or chartered in Antigua or the UK. Notwithstanding the foregoing sentence:

(1) if the entity is incorporated or chartered in Antigua or the UK but owns assets located in the United States or Canada, then the U.S. Receiver is deemed to control such entity to the limited extent necessary for him to recover and realize the value of the entity's assets located in the United States or Canada; and

(2) if the entity is incorporated or chartered in a jurisdiction other than Antigua or the UK but the entity, whether directly or through one or more subsidiaries, owns assets located in Antigua or the UK, the Antiguan Liquidators are deemed to control such entity, together with the subsidiary or subsidiaries through which the assets are indirectly owned, to the extent necessary to allow them to recover and realize into their estate the value of the entity's assets located in Antigua or the UK.

This provision applies to equity interests owned by SIB, whether such ownership is direct or indirect, through intermediate subsidiaries.

vi. Subject to the provisions of paragraphs 3(c)(iv)-(v), neither Party prejudices his right or ability, if any, to recover specific deposits, securities or other assets owned by or held in the name of either SIB or any SIB direct or indirect subsidiary and located in jurisdictions other than Antigua and the UK (for the U.S. Receiver) and other than the U.S. and Canada (for the Antiguan Liquidators). For the avoidance of doubt, nothing in the Agreement shall purport to deal with or otherwise affect any rights or assets subject to the jurisdiction of the courts or governmental authorities in Switzerland in connection with

recognition proceedings undertaken or to be undertaken there by either of the Parties.

4. For the avoidance of doubt, this Agreement is intended to ensure that the U.S. Receiver and the Antiguan Liquidators will not interfere with, or seek to disrupt, the establishment of control over assets situated in each other's jurisdictions (as referred to above) or the transfer of the proceeds of the sale of those assets into each other's estates.

5. Neither Party will seek or suggest the imposition of costs (including attorneys' fees, expert witness fees and all other expenses of litigation) against the other Party for proceedings undertaken up to the Effective Date. With respect to all cost awards (including awards of attorneys' fees) made in the United States, Canada, the UK or Antigua as of the Effective Date, the Party(ies) who received such awards hereby release the Party(ies) against whom the awards were made, such releases to become effective upon the Effective Date. The Parties agree that, while approval of the Agreement is pending, the Parties shall not actively pursue the recovery of costs against one another in the United States, Canada, the UK or Antigua; provided, however, a Party may make such filings as may be necessary to preserve the Party's ability to pursue a cost order later in the event the Agreement is not approved.

6. With respect to the interim cost order that the English Court of Appeal has made in favor of the Antiguan Liquidators and against the U.S. Receiver, the Parties shall promptly, and without awaiting the Effective Date, and jointly apply for such order to be stayed pending approval of the Agreement by the U.S. Court and the Antiguan Court (the "Temporary Stay"). On approval of the Agreement by the U.S. Court and the Antiguan Court, the Parties shall jointly apply for the Temporary Stay to become permanent.

7. Save as may be expressly provided, the Agreement does not apply to proceedings outside the United States, Canada, the UK and Antigua. Neither Party may use the fact of the Agreement as evidence against the other Party in connection with recognition proceedings or in gathering assets in any jurisdiction other than the United States and Canada, in the case of the U.S. Receiver, and Antigua and the UK, in the case of the Antiguan Liquidators, though its existence may be cited and acknowledged.

8. For the avoidance of doubt, nothing in this Agreement impairs or affects, or is intended to impair or affect any pending or future proceeding by any government or governmental or regulatory agency (which specifically excludes the U.S. Receiver) to restrain, forfeit or otherwise address Stanford-related assets in the UK, the United States, Antigua or Canada, including but not limited to the restraint proceeding pending in the United Kingdom discussed in the decision of the Court of Appeal, neutral citation number [2010] EWCA Civ 137. Moreover, other than to cite and acknowledge its existence, neither party will use or attempt to use this Agreement or any provision or statement in the Agreement, against any government or governmental or regulatory agency, including in the proceeding (or any appeal) in the United Kingdom (Court of Appeal, neutral citation number [2010] EWCA Civ 137).

9. The Parties will continue to negotiate regarding reaching a global cooperation agreement and the sharing of information with one another, including, but not limited to, reaching an agreement on (a) sharing of depositor claim information for the purposes of putting in place a distribution protocol and (b) sharing information and documents that each holds on assets in the other Party's jurisdiction.

10. In the event one Party believes the other Party has breached the Agreement, that Party will provide notice in writing to the alleged breaching Party of such breach no later than



five (5) business days after receiving notice of the breach. The Party receiving such notice must provide a written response to such notice no later than five (5) business days after receiving the notice. The Parties shall then use good faith efforts to resolve the alleged breach. If the alleged breach is not resolved to the satisfaction of both Parties, then the Party asserting the breach may file a proceeding to have the Agreement specifically enforced. If the breaching Party is alleged to be the Antiguan Liquidators, then the action to enforce shall be brought in Antigua. If the breaching Party is alleged to be the US Receiver, then the action to enforce shall be brought in this Court. A “business day” is a day on which banks in Texas are not authorized to be closed and on which banks in Antigua are habitually open for business.

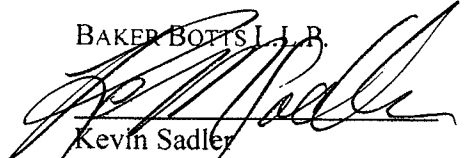
11. The Parties will cooperate in the preparation of responses to any objections to the Agreement that may be filed with this Court or with the Antiguan Court.

The Parties respectfully move the Court to enter the accompanying Order that approves of the Parties’ agreement.

Dated: May 18, 2010.

Respectfully Submitted,

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