

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,

Plaintiff,

v.

INTERNATIONAL FIDUCIARY CORP., S.A.,
DANIEL ERIC BYER,
MALCOLM CAMERON BOYD STEVENSON,
PRESTON DAVID PINKETT, II,

Defendants,

TERRY MARTIN, CD2E, INC., WINCHELL
CORPORATION, M&M TECHNOLOGIES,
ROBERT LOWREY, SZE COAST
OPERATING CORP.,

Relief Defendants.

CASE NO. 1:06cv01354-GBL

Hon. Gerald Bruce Lee
United States District Judge

RECEIVER'S MOTION TO TERMINATE LEASES

COMES NOW Roy M. Terry, Jr. as duly appointed receiver ("Receiver") for International Fiduciary Corp., S.A. ("IFC"), and moves this Court for entry of an order approving a settlement agreement between the Receiver and Regus Business Centres Corp. ("Regus"), and in support thereof states as follows:

1. On December 4, 2006, the United States Securities and Exchange Commission ("SEC") filed its Complaint against the defendants in this action (Docket No. 1).

4. As of December 4, 2006, the Receivership Estate included interests in the following leases with Regus:

- (a) leases for physical office space in Washington, DC, and Miami, Florida, and
- (b) leases for virtual office¹ privileges in Arlington, Virginia, and Madrid, Spain.

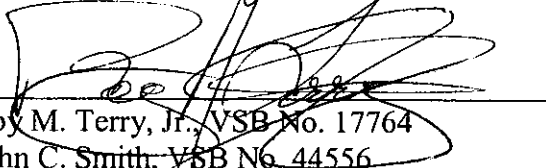
5. The Receiver desires to terminate all leases between IFC and Regus.

6. Subject to Court approval, the Receiver and Regus have entered into a *Settlement Agreement and Mutual Release of Claims* ("Settlement Agreement") whereby the Receivership would pay Regus \$67,242.16, less any retainer held by Regus, to terminate all leases. A true copy of the Settlement Agreement is attached as Exhibit A.

7. The Receiver believes that the Settlement Agreement is fair, and that early termination of the leases is in the best interest of the Receivership. Regus has also cooperated fully with the Receivership in the turnover of IFC mail and emails.

WHEREFORE, the Receiver respectfully requests that the court enter the proposed Order attached as Exhibit B approving the Settlement Agreement.

Respectfully submitted this 4th day of October, 2007.



Roy M. Terry, Jr., VSB No. 17764
John C. Smith, VSB No. 44556
Elizabeth L. Gunn, VSB No. 71044
DuretteBradshaw, PLC
600 E. Main St., 20th Floor
Richmond, Virginia 23219
☎ 804.775.6900
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Counsel for Receiver

¹ Virtual office privileges allowed IFC to give the impression on letterhead and contracts that it had a physical office in Arlington, Virginia, and Madrid, Spain, when in reality it only had a service that would forward telephone calls and mail as it instructed.

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of October, 2007, a true copy of the foregoing motion was delivered by electronic means as indicated below:

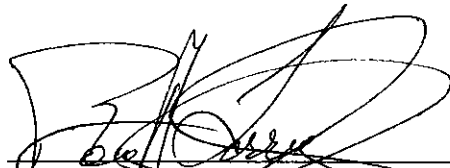
A. David Williams, Esquire
U.S. Securities and Exchange Commission
Division of Enforcement
WilliamsDav@SEC.GOV
Assistant Chief Litigation Counsel for Securities and Exchange Commission

Larry P. Ellsworth, Esquire
Amy L. Tenney, Esquire
Jenner & Block, LLP
atenney@jenner.com
Counsel for Defendants Preston D. Pinkett, II and International Fiduciary Corp., S.A.

Daniel R. Kirshbaum, Esquire
Axelrod, Smith & Kirshbaum, P.C.
drkirshbaum@aol.com
Counsel for Defendants Preston D. Pinkett, II and International Fiduciary Corp., S.A.

Daniel Eric Byer
twoedged@shaw.ca
Pro Se Defendant

Malcolm C. Stevenson
midiansa1@shaw.ca
Pro Se Defendant



Roy M. Terry, Jr. Receiver

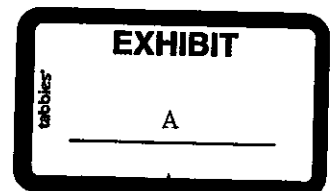
**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF CLAIMS**

WHEREAS, Roy M. Terry, Jr., the Receiver appointed in *Securities and Exchange Commission v. International Fiduciary Corp. S.A.* Civil Action File # 1:06-CV-1354 (E.D. Va., Alexandria Div.) (“Receiver”), was assigned the task of marshalling and disposing of the assets of International Fiduciary Corp., S.A. (“IFC”), including the rights of IFC under certain services agreements to various business premises located in Washington D.C., Arlington, Virginia, (“Premises”); and

WHEREAS, the Receiver, having exercised control over the Premises while it identified the assets of IFC, now wishes to return possession of the Premises to the licensor, REGUS Business Centres LLC, successor by conversion to Regus Business Centres Corp., 15305 Dallas Parkway, Suite 1400, Addison, Texas 75001 (“Licensor” or “REGUS”); and

WHEREAS, as a result of the foregoing the Receiver and REGUS were not in agreement regarding financial liabilities for matters related to the Premises including, but not limited to, the ownership of the various retainers and the Receiver’s liability to pay contract rent; and

WHEREAS, the Receiver and REGUS have agreed to settle and compromise these disputes between them and desire to mutually release one another from any and all claims arising from, or connected or related to in any manner, the Receiver’s or the REGUS’ potential financial responsibility for the Premises, now or in the future, of any kind whatsoever (the “Liabilities”), upon the following terms and conditions:



SETTLEMENT AGREEMENT AND RELEASE

The Receiver and the Licensor hereby agree that:

1. With regard to the REGUS Business Center LLC. - Evening Star Agreement relating to the premises located at 1101 Pennsylvania Avenue, 6th Floor, Washington, D.C., that for and in consideration of the payment of the sum of Twenty-Seven Thousand Three Hundred Fifty-Six Dollars and 07/100 cents (\$27,356.07 USD) for the period from January 20, 2007 through March 31, 2007 and payment of an additional amount equal to Thirty-Three Thousand Five Hundred and Ninety Dollars less the amount of any retainer on deposit with REGUS for the remaining period under the services agreement by the Receiver to REGUS paid in hand, and in consideration of other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, REGUS does hereby releases, acquits and forever discharges the Receiver, its successors, assigns, officers, agents, attorneys and employees, of and from any and all claims, demands, damages, actions, or causes of action of any kind whatsoever arising from the Liabilities.

2. With regard to the REGUS Business Center LLC - Arlington Agreement, that for and in consideration of the payment by IFC to REGUS, of the sum of Eight Hundred and Nine Dollars and 09/100 cents (\$809.09), representing fifty percent (50%) of the remaining obligation for the Agreement relating to the Arlington premises, less the amount of any retainer on deposit with REGUS, and in consideration of other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, REGUS does hereby releases, acquits and forever discharges the Receiver, its successors, assigns, officers, agents, attorneys and employees, of and from any and all claims, demands, damages, actions, or causes of action of

any kind whatsoever arising from the Arlington Agreement.

3. With regard to the REGUS Business Center LLC - Miami Agreement, that for and in consideration of the payment by IFC to REGUS, of the sum of Five Thousand Four Hundred Eighty-Seven Dollars (\$5,487.00), representing fifty percent (50%) of the remaining obligation for the Agreement relating to the Miami premises, less the amount of any retainer on deposit with REGUS, and in consideration of other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, REGUS does hereby releases, acquits and forever discharges the Receiver, its successors, assigns, officers, agents, attorneys and employees, of and from any and all claims, demands, damages, actions, or causes of action of any kind whatsoever arising from the Arlington Agreement

4. With regard to the REGUS Business Center LLC - Madrid Agreement, REGUS, in consideration of good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, REGUS does hereby releases, acquits and forever discharges the Receiver, its successors, assigns, officers, agents, attorneys and employees, of and from any and all claims, demands, damages, actions, or causes of action of any kind whatsoever arising from the Liabilities.

5. For and in consideration of the mutual promises between the parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Receiver hereby releases, acquits and forever discharges the REGUS, its successors, assigns, officers, agents, attorneys and employees, of and from any and all claims, demands, damages, actions, or causes of action of any kind whatsoever arising from the Liabilities.

6. The Receiver warrants to Licensor that it has no present interest in the services between IFC and REGUS regarding any of the business premises, where ever located, and no longer considers the leases to be "Receivership Property" under any of the appointment orders entered by the Court, and, to the extent (if at all) that its consent has any legal significance, consents to the exercise by REGUS of any of its default remedies under the services agreement.

4. The Receiver warrants that it is a duly formed and validly existing entity and that its signatory to this Agreement is authorized to execute this Agreement on behalf of the Receiver.

5. REGUS warrants that it is a duly formed and validly existing entity, and that the company has the full power and authority to enter into this Agreement, and that the REGUS' signatory to this Agreement is authorized to execute this Agreement on behalf of REGUS.

6. This Agreement is being executed and is intended to be performed in the Commonwealth of Virginia and shall be interpreted, construed, and enforced pursuant to the laws of that State, irrespective of its choice of law rules.

7. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa. Each party hereto has had equal opportunity to negotiate and seek legal advice regarding the terms hereof and no provision alleged to be ambiguous shall be construed for or against any party based on the identity of the draftsman of that provision.

8. In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.

9. No change or modification to the Agreement shall be valid unless in writing and

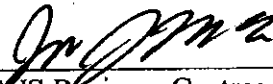
signed by the parties.

10. The Parties agree to execute such other and further documents as may be reasonably necessary to effectuate the terms of this Agreement.

11. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

12. All parties to this Agreement acknowledge that it shall become enforceable only when the Order from the Federal District Court for the Eastern District of Virginia approving this Settlement is entered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 27th day of September, 2007.


REGUS Business Centres LLC
By its: Chief Financial Officer

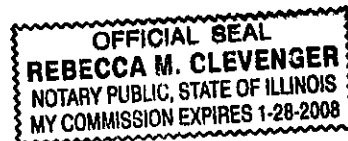
STATE OF Illinois
CITY/COUNTY OF Butte, to-wit:

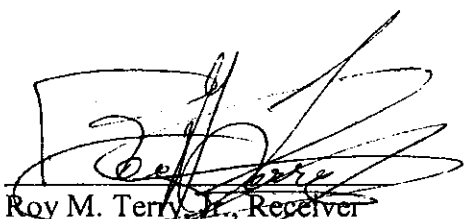
The foregoing document was executed before me, a Notary Public for the aforesaid jurisdiction, this 27th day of September, 2007 by Jeff G. McCall


Notary Public

My commission expires:

1-28-2008

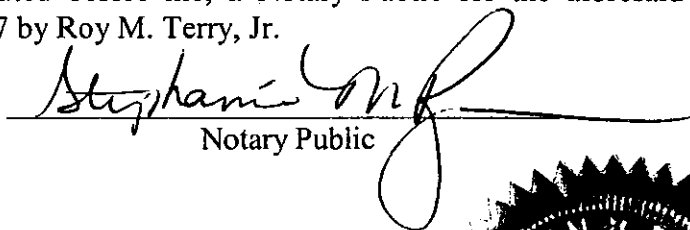




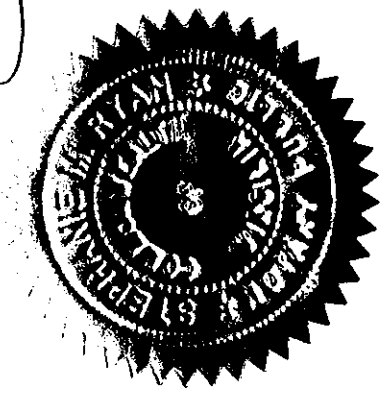
Roy M. Terry, Jr., Receiver
DuretteBradshaw PLC
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Richmond, Virginia 23219
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COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing document was executed before me, a Notary Public for the aforesaid jurisdiction, this 25th day of September, 2007 by Roy M. Terry, Jr.


Notary Public

My commission expires: April 30, 2011
Notary Registration No.: 224832



**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,)
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) **CORPORATION, M&M TECHNOLOGIES,**)
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) **OPERATING CORP.,**)
)
) **Relief Defendants.**)
)

CIVIL ACTION NO. 1:06cv01354

ORDER

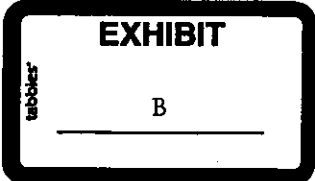
THIS MATTER is before the Court on the Receiver’s Motion to Terminate Regus Leases. Upon reviewing the Motion, and for good cause shown, it is hereby

ORDERED that the Receiver’s Motion is GRANTED. It is further

ORDERED that the *Settlement Agreement and Mutual Releases of Claims* by and between the Receiver and Regus Business Centres Corp. is APPROVED. It is further

ORDERED that the Receiver is authorized to use Receivership Property to pay the amounts contemplated under the Settlement Agreement.

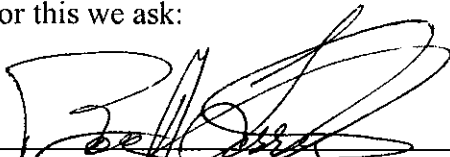
The Clerk is directed to forward a copy of this Order to counsel of record.



ENTERED this ___ day of October, 2007.

Gerald Bruce Lee
United States District Judge

For this we ask:



Roy M. Terry, Jr., VSB No. 17764
John C. Smith, VSB No. 44556
Elizabeth L. Gunn, VSB No. 71044
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Counsel for Receiver

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