

EXHIBIT A

**Declaration under penalty of perjury of
Joy McCormack pursuant to 28 U.S.C. § 1746**

I, Joy McCormack, hereby declare as follows:

1. I am a Futures Trading Investigator with the Division of Enforcement of the United States Commodity Futures Trading Commission (“Commission” or “CFTC”), an independent regulatory agency of the United States Government. I have been employed with the Commission’s Division of Enforcement since 1999. In October 2003, I was assigned to investigate the activities of several individuals and entities including Defendants Tech Traders, Inc. (“TTI”), Magnum Capital Investments and Magnum Investments, which solicited and received upwards of \$46 Million in funds and held in one or more “master fund.” During the course of this investigation I have conducted research, obtained documents, reviewed bank and trading records, and conducted analysis and interviews.

Account #37923

2. According to documents put into evidence at the May 2004 hearing, responsive to a request for account opening documents for any trading accounts held in the name or discretion of Tech Traders, Inc. (“TTI”) of North Carolina, Man Financial produced records for Man trading account number E G20 LOCAL 37923 a.k.a. E G30 LOCAL 37923, held in the name of Sterling Trust Anguilla, Ltd. (“Account #37923”). This account was initially opened at GNI, Inc. in January 2003 and in March 2003, was “purchased” by Man Financial. Included in the account opening documents was an agreement as executed by Howell Woltz (“Woltz”) and Coyt Murray (“Murray”) on March 3, 2003, wherein Woltz and Murray agreed to give Tech Traders discretionary trading authority over this account. It is further agreed that “all of Tech Trader’s accounts with GNI plus this discretionary account will be ‘blended’ for a rate of return,

and Tech Trader will allocate additional trades or earnings to the named in article 2.1 [37923] if the blended rate for that month of all accounts is higher, or Sterling will re-allocate to Tech Traders in the event that the terminals assigned to its accounts return higher rates for the month, than the blended rate of return.” The agreement also sets out profit sharing definitions and calculations: “Sterling will receive a Share of the Profits earn by Tech Traders on this Capital Pool as based upon the following formula and conditions: Sterling will receive preferential treatment by receiving monthly, 2.3%, of the starting balance in the account.” (See Attachment 1.)

2. Based upon an examination of the monthly trading statements from GNI and Man Financial, I have determined that over its life an amount of \$3,000,580.00 was deposited into Account #37923. Howell Woltz, president of Sterling Trust Anguilla, represented to GNI in an email that “all funds invested with GNI will all be the funds of Sterling Trust, without exception.” (See Attachment 2) However, according to bank documents from Man Financial, bank records for TTI Bank of America Account 7961 (“Account 7961”) (the Master Fund account that took in over \$47 Million) and the bank records for the Sterling entities, at least \$1,150,580.00 of the funds deposited into Account #37923, were derived from TTI. An additional \$1,500,000 has been traced to other non-Sterling entities. Only \$350,000 has not been traced beyond a Sterling entity. In order to further identify the source of the \$350,000 further records not currently available to the Commission would be required to obtain such information.

The chart below summarizes the tracing of all deposits into Account #37923:

TOTAL DEPOSITS TO ACCOUNT #37923	\$3,000,580
DEPOSITS FROM TTI	\$1,150,580
DEPOSITS FROM OTHER NON-STERLING ENTITIES	\$1,500,000
DEPOSITS UNKNOWN	\$ 350,000

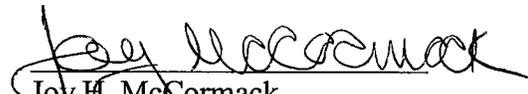
3. Of the \$3,000,580 certain amounts were returned to Sterling. In total, Sterling has already withdrawn \$925,000 from Account #37923. The \$3,000,580.00 was also used to trade commodity futures contracts and to purchase U.S. Treasury Notes (“T-Notes”). Specifically, during March and April 2003, Account #37923 suffered trading losses and incurred trading fees totaling \$220,520. In April 2003, a T-Note was purchased for \$1,611,424. In September 2003, another T-Note was purchased for \$147,218. Account #37923 has earned interest on its T-Notes in the amount of \$99,375, of which, \$34,188 was earned subsequent to this court’s asset freeze. The Man account statement of September 10, 2004, reflects an ending market value of \$1,697,725.50, which consists of 85% of \$1,750,000 in T-Notes and \$210,225.50 in cash. The chart below summarizes the use of the funds for Account #37923:

AVAILABLE FUNDS:	\$3,000,580
WITHDRAWALS:	\$-925,000
NET PROFITS OR LOSSES ON FUTURES TRADING:	\$-206,080
OTHER FEES:	\$-8
T-NOTES:	\$1,758,642
INTEREST EARNED ON T-NOTES:	\$99,375
CASH BALANCE AS 9/10/04 OF 37923	\$210,225

4. Accordingly, \$2,650,580 has been traced to a source which is not a Sterling entity. Only \$350,000 has not yet been traced to any entity beyond Sterling. Meanwhile, Sterling has already withdrawn \$925,000.

5. The summary chart attached as Attachment 3 details my review of Account #37923. A complete set of supporting documentation has been compiled and is available. However, it has not been attached here in an effort to maintain a certain level of privacy as to specific bank account numbers.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 21ST day of October 2004.


Joy H. McCormack
Investigator

ATTACHMENT 1

AGREEMENT
BETWEEN

Tech Traders, Ltd., Nassau, Bahamas,
and hereinafter referred to as "Tech Traders"

Sterling Trust (Anguilla), Ltd., Nassau, Bahamas
and hereinafter referred to as "Sterling"

WHEREAS:

This agreement is entered into on this 3 day of MAR 2003 and sets forth the rights, obligations, duties, agreements, promises and understandings by and between the parties.

WHEREAS:

TECH TRADERS, has certain proprietary financial information concerning the computerized technical analysis and systematic trading methodologies applicable to the financial markets, and for the purposes of this agreement is hereinafter referred to as the "System Portfolio". The techniques and methodologies of the System Portfolio use a synergistic combination of proprietary modifications written on a programmable platform, in conjunction with other selected programs and customized computer and communications hardware. Highly advanced mathematical algorithms filter noise to determine the immediate trend. Continuous real-time scans search for high probability trading conditions. Experienced Traders and programmers manage the operation. Pattern Analysis, Portfolio Management, Money Management and Risk Analysis are integral aspects of the System Portfolio.

WHEREAS:

Sterling is a sophisticated investor who has access to international investment markets. Sterling desires to make certain capital funds available for Tech Traders to trade on a profit sharing basis, as described herein, fully understanding of the risks involved.

Sterling agrees to maintain complete secrecy concerning any and all information obtained from Tech Traders, and agrees to use said information in a private and confidential manner. Sterling agrees to not lend, give, sell or otherwise disseminate this information to, nor allow this information to be viewed or used by any other person or entity not bound by this agreement, without the express written consent of Tech Traders. As evidence of this commitment, Sterling agrees not to request a password authorizing it to see live trading of the account named in article 2.1. Sterling will limit itself to the ability to check account balances at the end of trading each day, to protect Tech Traders confidentiality.

Initials: [Signature] 3.3.03

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ARTICLE I - THE PURPOSE OF THE VENTURE

The purpose of this Article is to outline the basic goals and objectives of our mutual business strategies and to detail procedures that will most effectively accomplish these objectives.

- 1.1 The GOAL is to position ourselves favorably in the domestic and international investment markets, to control our own financial destiny, to maximize the potential financial benefits and to demonstrate stewardship over our time and resources.
- 1.2 The OBJECTIVE is to accumulate funds for Tech Traders' to trade on diversified financial markets and to maximize the profit yield of Sterling and profit sharing partners and to maintain privacy and security.
- 1.3 The STRATEGY is to utilize the System Portfolio to allow strategic and tactical positional advantages in the multiple markets of world trade.
- 1.4 The FUNDING of this enterprise is solely through Sterling's legally managed Trust Company capital and funds. All of the principals acknowledge that they are not soliciting funds for investing in the markets. This agreement and subsequent pertinent agreements is not a solicitation of funds for investment, nor is it a solicitation to buy or sell any security, instrument or commodity. All amounts are in US Dollars unless expressly stated otherwise.

ARTICLE II - PROFIT SHARING

- 2.1 Sterling has agreed to give Tech Traders discretionary trading authority over account 37923 at GNI INC brokerage firm ("the Capital Pool") at 100 S. Wacker Dr., Suite 210, Chicago, IL 60606
- 2.2 Tech Traders agrees to give its best efforts to maximize the net profit potential of the gross amount of all capital funds held in this account by Sterling. It is further agreed between the parties that Tech Traders offers, and Sterling accepts that all of Tech Trader's accounts with GNI plus this discretionary account will be "blended" for a rate of return, and Tech Traders will allocate additional trades or earnings to the account named in article 2.1 if the blended rate for the month of all accounts is higher, or Sterling will re-allocate to Tech Traders in the event that the terminals assigned to its accounts return higher rates for the month, than the blended rate of return. The intent of this article is that Sterling is being promised the benefit of all trading programs.
- 2.3 Profit Sharing Definitions and Calculations:
 - 2.3.1 Sterling will receive a Share of the Profits earned by Tech Traders on this Capital Pool as based on the following formula and conditions:
 - 2.3.2 Sterling will receive preferential treatment by receiving monthly, 2.3%, of the starting balance in the account (and adjusted for any additions or withdrawals to the account) ("First Profit Out") of the first profits generated, in that no fees, commissions or splits are charged on any of Sterling's Gross Profits that do not exceed a First Profit Out equal in percentage to 2.3% of the beginning balance of the account and adjusted for additions and deletions. Subtracting the Capital Pool's monthly beginning balance from the monthly ending balance and adjusting for additions and deletions, arrives at Sterling's Gross Profit. In the event that the Sterling's Gross

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Sterling ACS, Ltd.

(242) 325-8030
TD: 13369987000

P. 4
P: 3/4

Profit does not exceed Sterling's First Profit Out, then the full dollar amount of Sterling's Gross Profit is credited to Sterling's account.

2.3.3 Should the Capital Pool generate monthly profits for the Sterling in excess of the Sterling's First Profit Out, then the profits will be divided according to the following formula and conditions:

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- 2.3.4 The Overhead & Traders Expenses are calculated as follows: 5% of Sterling's Gross Profit for O&E and 10% of Sterling's Gross Profit for Traders' expenses
- 2.3.5 Sterling's Net Profit - First Profit Out (2.3% of Adjusted Capital Pool) plus 50% of the following: Sterling Gross Profit less First Profit Out less Overhead & Traders Expenses.
- 2.3.6 Tech Trader's profit - 50% of the following: Sterling Gross Profit less First Profit Out less Overhead & Traders Expenses.
- 2.3.7 Sterling's Account Balance is defined as the sum total of the Sterling's funds and deposits plus Sterling's accumulated profits less any withdrawals by Sterling and plus any additional funds credited to Sterling's account
- 2.3.8 Sterling will be solely responsible for communicating with, reporting to and paying any introducing broker fees. Tech Traders will pay these fees for the Sterling to his introducing brokers if requested by Sterling.

ARTICLE III - SOURCE OF FUNDS

- 3.1 Sterling asserts that all of their funds in this account are good, clean, clear funds of non-criminal origin.
- 3.2 All parties agree and acknowledge that there are certain potential risks in the execution of these types of activities, and that no profits can be guaranteed.
- 3.3 This agreement hereby agrees to share any profits of this venture, according to the terms and conditions stated herein, with fees and earnings to be paid out to Tech Traders on a monthly basis.

ARTICLE IV - MISCELLANEOUS PROVISIONS

- 4.1 Warranty of Authority: Each signatory hereto, hereby represents and warrants that he has the right to enter into this Agreement and to grant the rights contained herein, and that the provisions of this agreement do not violate any other contracts or agreements that he has entered into with any other individual or entity.
- 4.2 Facsimile signatures: A facsimile signature and/or initials by the parties hereto shall have equal dignity with and be deemed to an original signature and/or initial for all purpose of this agreement and shall be legally binding against said party as if same was an original signature and/or initial of the party.
- 4.3 Tech Traders, Ltd. is, and confirms that it will remain, a company in good standing with the office of The Registrar General in The Bahamas.
- 4.4 Best Efforts: Each party shall at all times exercise his/their best efforts in the performance of the services called for by this Agreement.
- 4.5 Governing Laws: This agreement shall be governed by the laws of the Commonwealth of the Bahamas, and in the event of litigation, shall be brought before a court in the Commonwealth of the Bahamas.

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Initials: HT 3-3-03

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MAR-3-2003 02:49P FROM:

Sterling ACS, Ltd.

(242) 325-8030
TO: 13369987000

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4.6 Both parties agree that time is of the essence in this Agreement.

IN WITNESS THEREOF, all parties hereby agree to the terms and conditions herein and acknowledge their agreement by affixing their signatures below.

For: Sterling

By: 
Howell W. Woltz

Date: 3-3-03

For: Tech Traders, Ltd.

By: 
Cuyt Murray

Date: 3-3-03

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ATTACHMENT 2

Tom Duffy

From: Howell W. Woltz [hwoltz@sterlinggroup.bs]
Sent: Friday, December 20, 2002 3:50 PM
To: Tom Duffy
Subject: Re: Funds

Please reply to: <hwoltz@sterlinggroup.bs>

Dear Mr. Duffy,

Coyt Murray just called on the same issue. The funds invested with GNI will all be the funds of Sterling Trust (Anguilla), Ltd. without exception

I'm sorry I didn't get your e-mail earlier and get you an answer. I got Coyt's call as I was coming in the door just a few minutes ago.

We look forward to working with you.

Regards,

Howell Woltz

- > Howell,
- > GNI has received your account opening package. I have one question since
- > Sterling is a Trust Company. Are the funds being invested Sterling's funds
- > or are the funds coming from customers of Sterling.
- > Thanks,
- > Tom Duffy
- > Compliance Officer
- > GNI, Inc.
- > 312-244-1627
- >
- >

Please reply to : hwoltz@sterlinggroup.bs

STERLING ACS, LTD.
A MEMBER OF THE STERLING GROUP OF COMPANIES
The British American Building, Ground Floor € Marlborough Street
& Navy Lyon Road € P. O. Box SS - 19051 € Nassau, The Bahamas
Telephone :: [242] 325-7574 € Facsimile :: [242] 325-8030-€
E-mail :: info@sterlinggroup.bs

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ATTACHMENT 2



Tom Duffy

To:

hwoltz@sterlinggroup.bs

Howell,
GNI has received your account opening package. I have one question since Sterling is a Trust Company. Are the funds being invested Sterling's funds or are the funds coming from customers of Sterling.

Thanks,

Tom Duffy

Compliance Officer

GNI, Inc.

312-244-1627

CFTC 100 02 0051

ATTACHMENT 3

ANALYSIS OF ACCOUNT 37923

DATE	TYPE	AMOUNT	BENEFICIARY OF FUNDS	ENTITY MAKING TRANSFER	FIRST SOURCE	SECONDARY SOURCE
1/30/2003	WIRE	240,000.00	GNI, INC.	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (1/24/03)	
2/6/2003	WIRE	350,000.00	GNI, INC.	Sterling (Anguilla) Ltd.	Sterling ACS, Ltd. - SAL-9330	Unknown - Records not available
3/18/2003	WIRE	500,000.00	GNI, INC.	Sterling (Anguilla) Ltd.	Mr. James & Mr. Chinn "8900344237" BK#021000018	
3/30/2003	FUTURES PROFITS OR LOSSES	-118,258.80		37923		
4/2/2003	WIRE	-500,000.00	Sterling (Anguilla) Ltd.	MAN FINANCIAL		
4/25/2003	WIRE	1,000,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd. - STA-3157	Sterling (Anguilla) Ltd. - STA-4568 (\$2,552,554.87 to STA-3157 on 4/7/03)	Mr. James & Mr. Chinn "8900344237" BK#021000018 (\$3,052,554.87 on 4/4/03)
4/25/2003	WIRE	235,580.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (\$235,880 on 4/23/03)	
4/30/2003	FUTURES PROFITS OR LOSSES	-87,821.10		37923		
4/30/2003	T-NOTE PURCHASE	1,611,424.03		37923		
6/3/2003	WIRE	54,750.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (5/28/03)	
7/3/2003	WIRE	25,250.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (6/27/03)	
7/29/2003	WIRE	40,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (7/24/03)	
8/29/2003	INTEREST	31,000.00		37923		
8/29/2003	WIRE	40,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (8/27/03)	
9/10/2003	WIRE	200,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (\$230,000 on 9/12/03)	
9/29/2003	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (9/25/03)	
9/2/2003	T-NOTE PURCHASE	147,218.07		37923		
11/12/2003	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (11/3/03)	
12/4/2003	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (11/28/03)	
1/15/2004	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (12/29/03 in the amount of \$145,000)	
2/10/2004	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (1/28/04)	
2/12/2004	WIRE	-425,000.00	Sterling (Anguilla) Ltd. - STA-3157	MAN FINANCIAL		
2/26/2004	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (2/25/04)	
2/12/2004	FEES	-7.50		37923		
2/27/2004	INTEREST	34,187.50		37923		
3/31/2004	WIRE	45,000.00	MAN FINANCIAL	Sterling (Anguilla) Ltd.	Tech Traders, Inc. - TT-7791 (3/29/04)	
8/31/2004	INTEREST	31,000.00		37923		
9/10/2004	INTEREST	3,187.50		37923		
CASH HELD (9/10/04):		210,225.50				