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**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW JERSEY**

**COMMODITY FUTURES TRADING)
COMMISSION,)**

Plaintiff,)

vs.)

**EQUITY FINANCIAL GROUP, LLC,)
TECH TRADERS, INC., TECH)
TRADERS, LTD., MAGNUM)
INVESTMENTS, LTD., MAGNUM)
CAPITAL INVESTMENTS, LTD.,)
VINCENT J. FIRTH, ROBERT W.)
SHIMER, COYT E. MURRAY, and J.)
VERNON ABERNETHY)**

Defendants.)

Civil Action No.: 04CV 1512

Honorable Robert B. Kugler

**AFFIDAVIT OF STEPHEN T. BOBO IN SUPPORT OF MOTION OF
EQUITY RECEIVER FOR ENTRY OF ORDER APPROVING AMENDMENT TO
SETTLEMENT AGREEMENT REGARDING THE MAN PRO ACCOUNT**

Stephen T. Bobo, first being duly sworn, states and avers as follows:

1. I am an attorney licensed to practice in the State of Illinois and the District of Columbia.

2. I have personal knowledge of the contents of this affidavit and am competent to testify regarding them.

3. Since April 1, 2004, I have served initially as Temporary Equity Receiver and thereafter as Equity Receiver for Defendants Equity Financial Group, LLC, Tech Traders, Inc., Tech Traders, Ltd., Magnum Investments, Ltd., Magnum Capital Investments, Ltd., Robert W. Shimer and Vincent J. Firth.

4. I submit this affidavit in support of my motion for approval of an amendment to the Settlement Agreement concerning the funds in Account No. 37923 in the name of Sterling Trust (Anguilla) ("Sterling Trust") at Man Financial (the "Man Pro Account").

5. Earlier in this case, Sterling Trust sought to have the funds in the Man Pro Account released to it, and I opposed the request because I disputed Sterling Trust's claim of ownership to those funds.

6. I entered into an agreement with Sterling Trust and Sterling ACS (the "Settlement Agreement") resolving their disputes regarding the Man Pro Account. That Settlement Agreement was approved by the Court by order entered on April 17, 2006. A copy of that Settlement Agreement is attached hereto as Exhibit A.

7. Changes in circumstances relating to Sterling ACS and Sterling Trust caused the suspension of consummation of the Settlement Agreement. These changed circumstances arose from the issuance of a federal indictment against Howell and Vernice Woltz, the principals of the Sterling entities, and their subsequent incarceration. Mr. and Mrs. Woltz have since entered plea agreements and are awaiting sentencing. I was concerned about what would happen to the settlement funds to be paid to Sterling Trust and Sterling ACS, who were in turn obliged to pay those funds over to the ultimate beneficiary of the funds after having first identifying that person to me, pursuant to Paragraphs II(a) and III(a) of the Settlement Agreement. There is no indication that Sterling Trust and Sterling ACS have continued in operation.

8. Both Sterling ACS and Sterling Trust disclosed to me that the same person had the beneficial interest in the funds. I have been in contact with counsel for that ultimate beneficiary, Linda Ellison, in her capacity as custodian for her minor son. Ms. Ellison's counsel has demanded that the settlement funds be released directly to her. In the circumstances, this result is agreeable to me and does not affect the funds to be returned to Tech Traders, Inc. pursuant to the Settlement Agreement.

9. I have written to Martin Russo, counsel of record for the Sterling entities, proposing that the settlement funds be paid directly to the ultimate beneficiary, rather than through Sterling Trust and Sterling ACS.

10. I have received no response from counsel for the Sterling entities.

11. I have reviewed documents produced by counsel for Ms. Ellison which corroborate the interest in the funds invested in Man Financial Account number 37923.

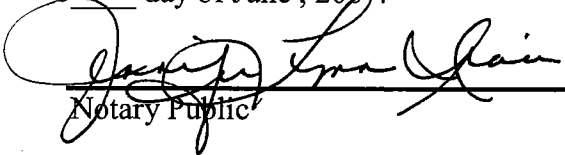
12. In the circumstances, and given the history of issues with the Sterling entities in this case, I seek express authorization from this Court to modify Paragraphs II and III the Settlement Agreement to provide for direct payment of the settlement proceeds totaling \$1,158,913 plus a pro rata share of accrued interest to Ms. Ellison rather than paying the funds to Sterling Trust and Sterling ACS for retransfer to her. In addition, Paragraphs II(c) and III(c) of the Settlement Agreement would also be deleted since there would no longer be a need to require Sterling ACS and Sterling Trust to provide me with an affidavit regarding how they distributed settlement proceeds that they will no longer receive.

13. The modified settlement payment provision should not affect any other party and will not impact the Tech Traders estate's share of the settlement proceeds.

14. I request that this Court enter an order approving these amended terms to the Settlement Agreement and authorizing me to implement the Settlement Agreement as so amended.

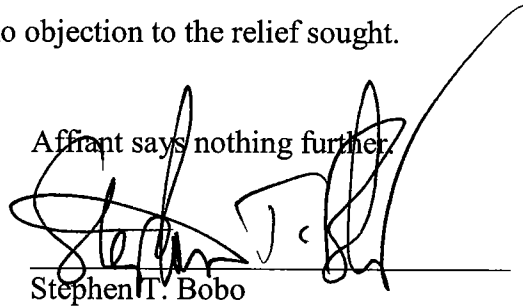
15. Counsel for the CFTC has reviewed the proposed amendment to the Settlement Agreement and has indicated that her client has no objection to the relief sought.

Sworn to and subscribed before me this
1st day of June, 2007.



Notary Public

Affiant says nothing further.



Stephen T. Bobo

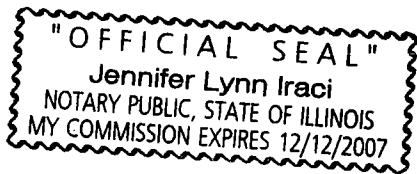


Exhibit A

SETTLEMENT AGREEMENT
Among
STERLING ACS, LTD., STERLING TRUST (ANGUILLA) LTD.,
And
STEPHEN T. BOBO, as Equity Receiver for Tech Traders, Inc.

This settlement agreement (“Agreement”) is entered into as of February 23, 2006 by and among Sterling Trust (Anguilla) Ltd. (“Sterling Trust”), Sterling ACS, Ltd., and Stephen T. Bobo, as Equity Receiver for Tech Traders, Inc. (the “Receiver”) (collectively referred to herein as the “Settling Parties”).

RECITALS

WHEREAS, the Commodity Futures Trading Commission (the “CFTC”) filed a complaint in the United States District Court For the District of New Jersey, Camden Vicinage (the “Court”), entitled Commodity Futures Trading Commission v. Equity Financial Group, LLC. et al., Civil Action No. 04 CV 1512 (the “Litigation”) which did not name Sterling Trust as a defendant;

WHEREAS, on the day that the CFTC filed the complaint, the Court entered a Statutory Restraining Order and Order Appointing Receiver, giving the Receiver the power to take control of funds and property traceable to customers as well as under the control of the defendants;

WHEREAS, certain financial institutions, including Man Financial, were served with copies of the Statutory Restraining Order and Order Appointing Receiver and, as a result, the funds in account no. 37923 held in the name of Sterling Trust at Man Financial (the “Man Pro Account”) were frozen;

WHEREAS, Sterling Trust has sought to have the funds in the Man Pro Account returned and the Receiver has opposed the request on the basis that he disputes Sterling Trust’s claim of ownership to a portion of the funds;

WHEREAS, the Court subsequently incorporated the Statutory Restraining Order and Order Appointing Receiver into the Consent Order of Preliminary Injunction Against Tech Traders, Inc., Tech Traders, Ltd., Magnum Investments, Ltd., Magnum Capital Investments, Ltd. and Coyt E. Murray entered on August 24, 2004 and the funds in the Man Pro Account remain frozen;

WHEREAS, \$383,913 of the funds in the frozen Man Pro Account originated from Sterling ACS, Ltd. because Sterling ACS, Ltd. transferred \$590,000 and incurred trading losses of \$206,087;

WHEREAS, \$710,580 of the funds in the frozen Man Pro Account originated from Tech Traders, Inc.;

WHEREAS, \$775,000 in the frozen Man Pro Account originated from Sterling Trust;

WHEREAS, the Settling Parties have agreed to settle all claims relating to or arising out of the frozen Man Pro Account;

WHEREAS, the Settling Parties agree that nothing contained in this Agreement is to be construed as an admission of liability or fault on the part of any of the Settling Parties; and

WHEREAS, the Settling Parties acknowledge that nothing in this Agreement shall be effective until the Court in the Litigation approves its terms;

AGREEMENT

NOW THEREFORE, the Settling Parties, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Settling Parties, hereby agree as follows:

- I. The Receiver shall retain \$710,580 from the Man Pro Account, plus a pro rata share of the accrued interest based on a gross principal amount of \$1,869,493, plus \$25,000 and

aggregate those funds with the funds that currently constitute the Tech Traders, Inc. receivership estate.

II. The Receiver shall return \$383,913 of the funds in the Man Pro Account, plus a pro rata share of the accrued interest based on a gross principal amount of \$1,869,493 minus \$10,000 (the "ACS funds"), to Sterling ACS, Ltd. under the following conditions:

- a) Sterling ACS, Ltd. must represent and warrant in writing to the Receiver and the CFTC: (i) the respective interests of the persons who are entitled to a share of the ACS funds; and (ii) the identities of the natural persons who hold a beneficial interest in the ACS funds;
- b) The persons identified in Section II(a)(ii) must provide the Receiver a signed Disclosure and Release in the form attached hereto as Exhibit A; and
- c) Within 45 days of the release of the ACS funds, Sterling ACS, Ltd. must provide the Receiver an affidavit attesting that the funds have been allocated pro rata to the trusts established for the benefit of the persons identified in Section II(a)(ii).

III. The Receiver shall return \$775,000 of the funds in the Man Pro Account, plus a pro rata share of the accrued interest based on a gross principal amount of \$1,869,493 minus \$15,000 (the "Sterling Trust funds") to Sterling Trust under the following conditions:

- a) Sterling Trust must represent and warrant in writing to the Receiver and the CFTC: (i) the respective interests of the persons or trusts who are entitled to a share of the Sterling Trust funds; and (ii) the identities of the

natural persons who hold a beneficial interest in the trusts to which the funds will be allocated;

- b) The persons identified in Section III(a)(ii) or their legal guardians must provide the Receiver a signed Disclosure and Release in the form attached hereto as Exhibit B; and
- c) Within of 45 days of the release of the Sterling Trust funds, Sterling Trust must provide the Receiver an affidavit attesting that the funds have been allocated pro rata to the trusts established for the benefit of the persons identified in Section III(a)(ii).

IV. The Settling Parties shall bear their respective attorneys' fees.

V. The Receiver hereby releases and forever discharges Sterling Trust and Sterling ACS, Ltd., their members, directors, officers, executives, employees, former employees, agents, affiliates, successors and assigns from all actions, causes of action, suits, debts, dues, damages, liabilities, sums of money, accounts, costs, expenses, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, claims and demands whatsoever in law or equity, the Receiver, his agents or assigns ever had, now have or hereafter may have arising out of or relating to the Man Pro Account, whether known or unknown from the beginning of time to the date of this Agreement but, this release does not include any claim for breach of obligations owed by, and representations and warranties made by, Sterling Trust and Sterling ACS, Ltd. under this Agreement.


- VI. Sterling Trust and Sterling ACS, Ltd. release and forever discharge the Receiver, his agent or assigns from all actions, causes of action, suits, debts, dues, damages, liabilities, sums of money, accounts, costs, expenses, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, claims and demands whatsoever, Sterling Trust and Sterling ACS, Ltd., their successors and assigns ever had, now have or hereafter may have arising out of or relating to the Man Pro Account, whether known or unknown from the beginning of time to the date of this Agreement but, this release does not include any claim for breach of obligations owed by, and representations and warranties made by, the Receiver under this Agreement.
- VII. The terms of this Agreement may not be modified except by a writing signed by all Settling Parties. The Settling Parties agree that any dispute arising under this Agreement shall be resolved by the Court and consent to the jurisdiction and venue of the Court for any action arising out of this Agreement.
- VIII. The terms of this Agreement shall be construed under and governed by the laws of the State of Illinois.
- IX. This Agreement constitutes the entire agreement and understanding between the Settling Parties. In the event that a provision of this Agreement is deemed to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.
- X. The terms of this Agreement are binding upon and inure to the benefit of each of the Settling Parties hereto.

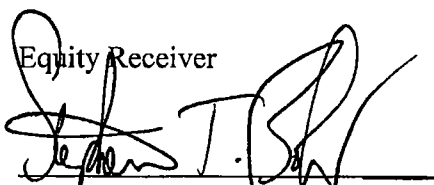
- XI. The Settling Parties agree that the terms of this Settlement Agreement shall remain confidential and shall not be disclosed by either party unless compelled to do so by a court of competent jurisdiction, statute, regulatory agency, or as may be required in connection with an obligation under applicable securities laws. This confidentiality provision is a material term of this agreement. In the event of any breach against this agreement, either party may obtain injunctive relief in addition to damages.
- XII. Each of the Settling Parties hereto represents that they have read and fully understand each of the provisions contained herein, and has been afforded the opportunity to review the same with each Settling Party's attorney of choice; and further that each of the Settling Parties hereto represents that each and every one of the provisions contained in this Agreement is fair and not unconscionable to the Settling Parties.
- XIII. This Agreement may be executed in one or more counterparts, each of which shall together constitute and be one and the same instrument.

Sterling Trust (Anguilla) Ltd.

By: 
Print name: HOWELL W. WOLFE

Sterling ACS, Ltd.

By: 
Print name: HOWELL W. WOLFE

Equity Receiver


Stephen T. Bobo, not individually but as Equity Receiver for Tech Traders, Inc.

KURZMAN EISENBERG CORBIN LEVER & GOODMAN, LLP

ATTORNEYS AT LAW

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MARTIN P. RUSSO, P.C.
Partner
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OTHER LOCATIONS:
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LONDON, ENGLAND
GENEVA, SWITZERLAND

February 22, 2006

By FedEx

Bina Sanghavi, Esq.
Sachnoff & Weaver, Ltd.
30 South Wacker Drive
29th Floor
Chicago, IL 60606-7484

Re: CFTC v. Equity Financial Group, LLC et al.
Civil Action No. 04-1512 (RBK)

Dear Ms. Sanghavi:

Enclosed please find original Disclosure and Release forms executed by Linda Ellison as the legal guardian for Alexander Ellison. There is one form for Sterling ACS and another for Sterling Trust. Please have Mr. Bobo sign the settlement agreement and present it to the Court as soon as possible.

Also attached is a draft confidentiality agreement which we request you execute before we provide the identities of the natural persons who are beneficiaries of the trusts which invested in Tech Traders. I can provide the information to you within 24 hours of executing a confidentiality agreement. As is apparent from the agreement, we have made provisions to allow the CFTC to have the information as well. Please circulate the agreement to the CFTC, and comment as soon as possible. In the event that we cannot agree on this minimal amount of protection, we will move the Court for a order providing the same.

Thank you for your cooperation.

Sincerely,



Martin P. Russo

Enclosures
cc: Howell Woltz

EXHIBIT A
DISCLOSURE AND RELEASE
for
PERSONS ENTITLED TO SHARE OF STERLING ACS FUNDS

Name: Alexander Ellison
Address: c/o Sterling Trust Anguilla
P.O. Box 870
The Valley, Anguilla BW I
Telephone Number: (646) 497-2189

I, Linda Ellison, as the legal guardian for Alexander Ellison, represent that he holds a beneficial interest in the "ACS funds," as that term is defined in the Settlement Agreement Among Sterling ACS, Ltd., Sterling Trust (Anguilla) Ltd., and Stephen T. Bobo, Equity Receiver For Tech Traders, Inc. ("Settlement Agreement"). I understand that, under the Settlement Agreement, the Trust for which he is a beneficiary is to receive the "ACS funds" upon the release of the funds by the Receiver of the Court.

In exchange for the Trust's receipt of the "ACS funds," Alexander Ellison releases and forever discharges the Receiver, his agent or assigns from all actions, causes of action, suits, debts, dues, damages, liabilities, sums of money, accounts, costs, expenses, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, claims and demands whatsoever, his successors and assigns ever had, now have or hereafter may have arising out of or relating to the Man Pro Account, whether known or unknown from the beginning of time to the date of this Agreement.

By Linda Ellison 2/21/06
Linda Ellison
Legal Guardian to Alexander Ellison

Sworn before me this
____ day of February 2006
See Attached California
Standard Jurat Form

Notary Public

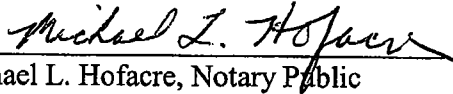
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this
21st day of February, 2006 by

Linda Ellison

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.



Michael L. Hofacre, Notary Public

Description to which this Jurat is attached - Title or type of document

Disclosure and Release Sterling ACS Funds



EXHIBIT B
DISCLOSURE AND RELEASE
for
PERSONS ENTITLED TO SHARE OF STERLING TRUST FUNDS

Name: Alexander Ellison
Address: c/o Sterling Trust Anguilla
P.O. Box 870
The Valley, Anguilla BW I
Telephone Number: (646) 497-2189

I, Linda Ellison as the Legal Guardian for Alexander Ellison, represent that he holds a beneficial interest in the "Sterling Trust funds," as that term is defined in the Settlement Agreement Among Sterling ACS, Ltd., Sterling Trust (Anguilla) Ltd., and Stephen T. Bobo, Equity Receiver For Tech Traders, Inc. ("Settlement Agreement"). I understand that, under the Settlement Agreement, the "Sterling Trust funds" will be allocated to the Trust for which he is a beneficiary upon the release of the funds by the Receiver of the Court.

In exchange for the Trust's receipt of the "Sterling Trust funds," Alexander Ellison releases and forever discharges the Receiver, his agent or assigns from all actions, causes of action, suits, debts, dues, damages, liabilities, sums of money, accounts, costs, expenses, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, claims and demands whatsoever, his successors and assigns ever had, now have or hereafter may have arising out of or relating to the Man Pro Account, whether known or unknown from the beginning of time to the date of this Agreement.

By: Linda Ellison 2/21/06

Linda Ellison
Linda Ellison
Legal Guardian to Alexander Ellison

Sworn before me this
____ day of February 2006
See Attached California
Standard Jurat Form

Notary Public

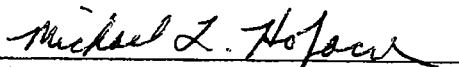
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this
21st day of February, 2006 by

Linda Ellison

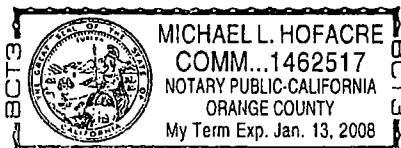
proved to me on the basis of satisfactory evidence
to be the person who appeared before me.



Michael L. Hofacre, Notary Public

Description to which this Jurat is attached - Title or type of document

Disclosure and Release Sterling Trust Funds



CONFIDENTIAL

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”) is entered into as of February __, 2006 by and among Stephen T. Bobo, as Equity Receiver for Tech Traders, Inc. (the “Receiver”), and Sterling Trust (Anguilla), Ltd. (“Trust”), a claimant in the receivership, the Commodities and Futures Trading Commission (the “CFTC”). (The Receiver, the CFTC and Trust collectively are referred to herein as the “Parties”).

RECITALS

WHEREAS, the CFTC filed a complaint in the United States District Court For the District of New Jersey, Camden Vicinage (the “Court”), entitled Commodity Futures Trading Commission v. Equity Financial Group, LLC. et al., Civil Action No. 04 CV 1512 (the “Action”) which did not name Trust as a defendant;

WHEREAS, on the day that the CFTC filed the complaint, the Court entered a Statutory Restraining Order and Order Appointing Receiver, giving the Receiver the power to take control of funds and property traceable to customers as well as under the control of the defendants;

WHEREAS, certain financial institutions, including Man Financial, were served with copies of the Statutory Restraining Order and Order Appointing Receiver and, as a result, funds belonging to Trust were seized;

WHEREAS, Trust is a licensed trust company that manages the assets of other separately formed trusts which had beneficiaries that were not natural persons;

WHEREAS, the Court has ordered that all claimants reveal to the Receiver and the CFTC the ultimate natural person that might possibly be a beneficiary of the funds invested with Tech Traders regardless of how far they are removed from the entity that directly invested with Tech Traders;

 **DRAFT**

WHEREAS, the Parties acknowledge that the identities of the ultimate natural person beneficiaries are confidential and, in some cases, those persons may not even be aware that they are the beneficiaries of a trust;

WHEREAS, it is necessary to reveal this confidential and proprietary information to the Receiver and the CFTC to perfect Trust's claim;

WHEREAS, the Parties wish to protect against the disclosure and dissemination of such identities of the natural person beneficiaries to unauthorized third parties or the public at large and to prevent the use of such information for any purpose unrelated to this Action;

IT IS STIPULATED AND AGREED, by and between the Parties, that the following provisions shall govern the handling of the identities of the natural person beneficiaries throughout the proceedings in this Action and thereafter;

1. This Confidentiality Agreement covers the production and use of the identities of the natural person beneficiaries of the funds invested with Tech Traders.

2. (a) Access to Confidential Information shall be limited to the following categories of persons: (i) counsel for the Parties, (ii) the Receiver, (iii) said counsels' paralegals, investigator, secretarial and clerical staff, (iv) persons engaged in preparing transcripts of testimony of hearings in this Action, and (v) the Judge presiding over this Action.

(b) Whenever the Receiver or the CFTC wishes to provide a person other than those designated in subsection (a) above with access to the identities of natural person beneficiaries, counsel for the disclosing party must identify in writing the person for whom authorization is sought to Trust's counsel at least (5) business days prior to disclosing the identities to such person. Such written identification shall be accomplished by notifying counsel to all Parties in writing of the person's name, address, place of employment, employment history. Notification of identity shall be by facsimile or overnight mail. No disclosure shall be made to

such person until (i) Trust has had an opportunity to object as described in paragraph 3 below; (ii) any dispute that may arise over authorizing such person to receive the information has been resolved in accordance with paragraph 3 below; and (iii) written Acknowledgement in the form of Exhibit "A" attached hereto is executed and delivered to counsel for Trust within three (3) days after execution, acknowledging that such person has read and understands the terms of this Confidentiality Agreement and agrees to comply with and be bound by its terms.

3. If Trust objects to authorizing a particular person to receive the information, Trust shall, within three (3) business days of receipt of the notification of identity and the personal information described in paragraph 2(b), provide written notification of such objection to counsel for the other Parties. Such written notification shall include a statement of the reasons for such objection and shall not be made arbitrarily or unreasonably. Failure to object within the aforementioned three (3) business days shall be deemed a waiver of objection.

4. Anyone receiving information regarding the identity of natural person beneficiaries hereunder shall not disclose such information to any person to whom disclosure is not authorized by the terms of this Confidentiality Agreement.

5. All documents of any nature, including briefs, which contain the confidential information which are filed with the Court shall be filed under seal in an envelope or other container marked with the title of the action, the title of the court filing which contains the confidential information, and a statement substantially in the following form:

"CONFIDENTIAL"

THIS ENVELOPE IS NOT TO BE OPENED NOR ARE THE CONTENTS THEREOF TO BE DISPLAYED OR REVEALED EXCEPT BY OR TO QUALIFIED PERSONS OR BY COURT ORDER.

6. Should any Confidential Information be disclosed, through inadvertence or otherwise, to any person or party not authorized under this agreement, the disclosing party shall:



(a) promptly inform such person of all the provisions of this agreement; (b) immediately advise the Parties of the identity of the person(s) to whom it was disclosed; (c) request such person to agree in writing not to disclose the information; and (d) use good faith efforts to retrieve all copies of documents and things containing the inadvertently disclosed information. The executed undertaking shall be served promptly upon the producing party.

7. This Confidentiality Agreement shall not be construed to prevent any party, subject to the procedures set forth in this Confidentiality Agreement, from offering the confidential information into evidence at the trial or in connection with any motions, but any party may apply to the Judge for a mechanism to maintain the confidentiality of the information.

8. The Confidentiality Agreement shall extend beyond the final conclusion of this Action, and shall remain in full force and effect unless and until modified, superseded, or terminated by the parties in writing.

9. This agreement is without prejudice to the right of either party to seek greater protection of information beyond the scope of this agreement.

Dated:

Martin P. Russo, Esq.
Counsel to Sterling Trust (Anguilla)

Dated:

Stephen T. Bobo, Equity Receiver

Dated:

Elizabeth Streit, Esq.
Counsel to the CFTC

 **DRAFT**

EXHIBIT A

To Confidential Agreement
Dated February ___, 2006

I have read the Confidentiality Agreement executed by the Receiver, the CFTC and Trust, through their respective counsel, on or about February ___, 2006. I understand the provisions of the Agreement and I understand the responsibilities and obligations the Agreement imposes on persons viewing the confidential information which is subject to the Agreement. I hereby agree to be bound by all of its provisions and terms in respect of all material provided to me which is covered by the Agreement.

Print Name:

Sworn to before me this _____ day
of _____, 2006.

Notary Public