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

**COMMODITY FUTURES TRADING )  
COMMISSION, )  
)  
Plaintiff, )**

vs. )

**Civil Action No.: 04CV 1512**

**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. )**

**Honorable Robert B. Kugler**

**AFFIDAVIT OF STEPHEN T. BOBO IN SUPPORT OF  
MOTION OF EQUITY RECEIVER FOR ENTRY OF TURNOVER ORDER  
DIRECTED AT MCDERMOTT WILL & EMERY**

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

1. I am submitting this affidavit in support of my motion for entry of an order directing the law firm of McDermott, Will and Emery (“MWE”) to turn over to the receivership estate the sum of \$164,362.43 that MWE originally received from Tech Traders, Inc. as retainer funds, that MWE froze following this Court’s entry of its Statutory Restraining Order and Order Appointing Receiver on April 1, 2004, and that today remain frozen under MWE’s control.

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

3. I am serving as Equity Receiver for Defendants Tech Traders, Inc. and Tech Traders, Ltd., pursuant to the provisions of the initial restraining order entered on April 1, 2004 and the several consent preliminary injunction orders entered in this case.

4. The Commodity Futures Trading Commission ("CFTC") commenced this litigation on April 1, 2004. On that same day, this Court entered a restraining order against the Defendants and appointed me to take control over their customer affairs.

5. On August 24, 2004, the Court entered a Consent Preliminary Injunction against Defendants Coyt E. Murray and his companies Tech Traders, Inc. and Tech Traders, Ltd., (together "Tech Traders"). The August 24, 2004 order enlarged my role with respect to Tech Traders and directed and authorized me to "take all steps necessary to wind up the affairs of Tech Traders and to liquidate the assets of Tech Traders." Since then, I have undertaken to carry out this directive.

6. On December 31, 2003, Tech Traders, Inc. and Tech Traders, Ltd. retained MWE to provide legal services in connection with their compliance with Commodity Futures Trading Commission regulations and registration requirements. (See retention letters, attached hereto as Att. 1).

7. On February 13, 2004, Coyt E. Murray, President of Tech Traders, Ltd. and Tech Traders, Inc., retained MWE in his individual capacity "for the purpose of forming certain entities." (See retention letter, attached hereto as Att. 2).

8. As of April 8, 2004, MWE had terminated its representation of Tech Traders, Inc., Tech Traders, Ltd. and Coyt E. Murray in his individual capacity. (See termination letters, attached hereto as Att. 3).

9. Between January 1, 2004 and April 1, 2004, when the Court entered its Statutory Restraining Order and Order Appointing Receiver, Tech Traders, Inc. paid MWE a total of \$246,000 in retainer funds. Of this \$246,000, MWE claims to have applied \$81,637.57 to invoices submitted to Tech Traders, Inc., Tech Traders, Ltd. and Coyt E. Murray in his individual capacity for legal services provided to all three. According to MWE, it has frozen the remaining \$164,362.43 “pending final resolution of this matter” and has not applied any retainer funds to charges for services it provided “for April and May [2004], which total over \$70,000.” (See MWE letter dated May 20, 2004, attached hereto as Att. 4).

10. Although I am aware that MWE represented Tech Traders, Inc. during the first week of April 2004, I am not aware that it provided substantial services to Tech Traders, Inc. during that period or that it provided any services after that period. I therefore take issue with MWE’s contention that it provided \$70,000 worth of services “for April and May [2004].”

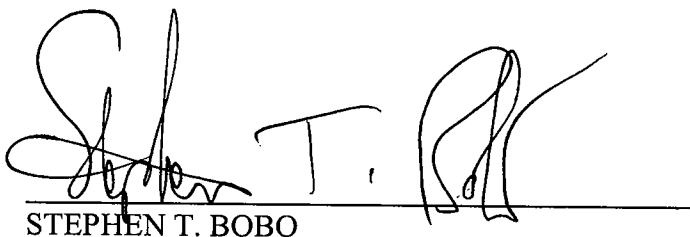
11. As set forth above, MWE asserts that it has “frozen” \$164,362.43 and has refused to turn over the funds to the receivership estate “absent an appropriate court order and notice to Tech Traders, Ltd. and Coyt Murray.” (See MWE letter dated May 20, 2004, attached hereto as Att. 4). MWE has no justifiable reason for retaining the entire additional \$164,362.43 it received from Tech Traders, Inc. and should be ordered to release those funds to the receivership estate, or, those funds less reasonable compensation for the services provided to Tech Traders, Inc. in early April 2004. MWE would be unjustly enriched to the detriment of Tech Traders, Inc. investors if permitted to retain the entire \$164,362.43.

12. The CFTC has informed me that it has no objections to the relief sought.

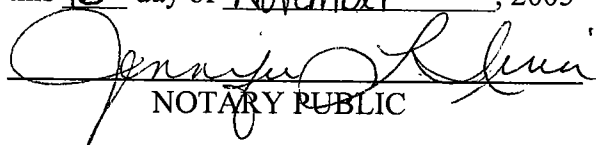
13. I request that this Court order MWE to turn over to the receivership estate the sum of \$164,362.43 that MWE originally received from Tech Traders, Inc. as retainer funds, that MWE froze following this Court's entry of its Statutory Restraining Order and Order Appointing Receiver on April 1, 2004, and that today remain under MWE's control, along with any interest accrued on those funds. In the alternative, I request that this Court order MWE to turn over to the receivership estate the sum of \$164,362.43 less reasonable compensation for any services of value it provided to Tech Traders, Inc. in April 2004.

14. By seeking this relief, I am in no way waiving any other rights or claims that Tech Traders, Inc. or Tech Traders, Ltd. or their receivership estates may have against MWE.

AFFIANT says nothing further.

  
STEPHEN T. BOBO

SWORN TO AND SUBSCRIBED before me  
this 15<sup>th</sup> day of November, 2005

  
NOTARY PUBLIC

**Att. 1**

**MCDERMOTT, WILL & EMERY**  
600 Thirteenth Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000

Main Facsimile No. 202-756-8087  
Facsimile Operator No. 202-756-8090

**FACSIMILE**

**Date:** January 5, 2004 **Time Sent:** \_\_\_\_\_

**TO:**

Name	Company	Facsimile No.	Contact No.
Coyt Murray	Tech Traders	704-853-0058	

**FROM:** Paul J. Pantano, Jr. **Direct Phone:** (202) 756-8026

**E-Mail:** dgalbraith@MWE.com

**Sent By:** Dana Galbraith **Direct Phone:** 202-756-8629

**Client/Matter/Tkpr:** 49294-012 **Original Follow by Mail:** No

**Number of Pages, Including Cover:** 15

**MESSAGE:**

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the original message to us at the above address by mail. Thank you.

**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL  
DANA GALBRAITH AT 202-756-8629 AS SOON AS POSSIBLE.**

**MWE 0575**

*A Partnership Including  
Professional Corporations*  
600 Thirteenth Street, N.W.  
Washington, D.C. 20005-3096  
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Facsimile 202-756-8087  
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Boston  
Chicago  
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New York  
Orange County  
San Diego  
Silicon Valley  
Washington, D.C.

**Paul J. Pantano, Jr.**  
Attorney at Law  
ppantano@mwe.com  
202-756-8026

**MCDERMOTT, WILL & EMERY**

December 31, 2003

Mr. Coyt Murray  
Tech Traders, Inc.  
1331 East Garrison Boulevard  
Gastonia, NC 28054

Dear Mr. Murray:

Thank you for selecting McDermott, Will & Emery to represent Tech Traders, Inc. ("TTI") in connection with the Commodity Futures Trading Commission regulatory issues. The terms of our representation are set forth in this letter.

David E. Aron and I will be principally responsible for services provided to TTI. As circumstances warrant, other attorneys or non-attorney professionals will be assigned to work on TTI's matters.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances and the size of the matter, among other factors. As a result, a professional's rate may vary from one assignment to another. My time for TTI matters will be billed at \$585 per hour. Mr. Aron's time for TTI matters will be billed at \$455 per hour. The rates of others who may work on your matters range from \$115 to \$305 for non-attorney professionals and \$185 to \$650 for attorneys. Our rates are reviewed at least annually and may be increased during the course of our representation of TTI.

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to yours. In that regard, it is our policy that our representation of Tech Traders, Inc. does not extend to its parents, subsidiaries, employees, officers, directors, shareholders, partners or affiliates, except that by a separate letter we are agreeing to represent Tech Traders, Ltd.

In addition, we are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a



Mr. Coyt Murray  
Tech Traders, Inc.  
December 31, 2003  
Page 2

position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family.

Our representation will commence when we receive TTI's retainer fee in the amount of \$10,000. During the course of our representation of TTI, we may request that TTI replenish the retainer to or above the original amount. All retainers will be deposited in MWE's general accounts and treated as MW&E funds (i.e., prepaid fees) for accounting and earned interest purposes. We will apply the retainer to credit your legal fees and expenses on a monthly basis. Any portion of the retainer which is unused at the conclusion of the engagement will be returned to you.

Accompanying this letter is a memorandum that outlines MW&E's other terms of engagement. If you have questions concerning any of the information presented here, or should you have a concern or question at any time during our representation, please call me. To confirm your assent with the terms of our representation, please sign the enclosed copy of this letter and return it to me.

Again, thank you for giving us the opportunity to serve you. We look forward to a long and mutually rewarding relationship with you.

Sincerely yours,

*Paul J. Pantano, Jr.*  
Paul J. Pantano, Jr. (PJP)

Enclosure

Agreed to and accepted:

**TECH TRADERS, INC.**

By: \_\_\_\_\_  
Coyt Murray

Title: \_\_\_\_\_

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

## WHAT CLIENTS SHOULD KNOW

*This document sets forth McDermott, Will & Emery's standard terms of engagement for providing legal services. These terms are an integral part of our agreement to provide you with legal services. We ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.*

**WHO WILL PROVIDE THE LEGAL SERVICES?** ~ In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal professionals in the firm. We do this in order to involve those with special knowledge or experience in an area and to provide service to you in the most efficient manner.

**OUR SERVICES TO YOU** ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the firm.

At all times we will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

**WHO IS OUR CLIENT?** ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or partners, or any entities in which you own an interest. If you are a partnership, our representation does not extend to the individual

partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members.

In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent.

**CONFLICTS OF INTEREST** ~ Increasingly, conflicts of interest are a concern for lawyers and their clients today. Because we are a large, international firm, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family. Where appropriate, we will implement screening restrictions to ensure the protection of your confidential information.

**HOW WE SET OUR FEES** ~ The basis for determining our fees for legal services is set forth in the engagement letter itself. Several factors play a role, including:

- The experience, particular skills, and reputation of the lawyers and paraprofessionals who perform services for you
- The time and effort required to complete the matter, the novelty and complexity of the issues presented, our availability to perform the legal services promptly, and on occasion the risk assumed by our firm
- The amount of money or value of property involved
- The time constraints imposed by the circumstances of the project (e.g., external constraints or substantial disruption of other office business)
- The nature of our professional relationship with you
- The extent to which our firm's office procedures and systems will produce a high-quality product on a substantially more efficient basis than would otherwise be the norm for the type of matter involved

Our rates are adjusted periodically, both on a selected and firm-wide basis. The time we spend on your work is ordinarily recorded in quarter-hour increments.

Clients frequently ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

**OTHER CHARGES** ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and telex communications; document printing, reproduction, scanning and imaging; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by outside experts and consultants.

For certain of these services, particularly those that involve significant technology and/or support services provided by our firm (such as imaging documents and computer research), we sometimes attempt to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those instances, we will bill you at a per unit rate that may not reflect the quantity discounts we obtain. Our charge for fax services typically includes a per page charge in addition to the cost of the telephone usage.

It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

**RETAINERS** ~ You may be asked to provide us with a retainer. This retainer will be credited toward your legal fees and expenses on a monthly basis, unless we agree to a different arrangement. If the retainer proves insufficient to cover current fees and other charges on a regular basis, we may ask you to replenish or increase it, and you agree to do so if asked. If we do not make this request, you agree to pay all statements when due.

**BILLING ARRANGEMENTS AND TERMS OF PAYMENT** ~ We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment within 30 days of receiving our statement.

Should your account become delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the representation consistent with the applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our statement.

**TERMINATION** ~ When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

You may terminate our representation at any time, with or without cause, by notifying us and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product as permitted by applicable law. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

**IN CONCLUSION** ~ We look forward to a mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our firm.

McDERMOTT, WILL & EMERY

DISCLOSURE NOTICE

Pursuant to the Gramm-Leach-Bliley Act, Public Law Number 106-102, and the regulations issued by the Federal Trade Commission regarding the Privacy of Consumer Financial Information, 16 C.F.R., Part 313, firms that provide tax preparation and tax planning or certain real estate services to their clients are categorized as financial service providers and required to provide written notices to individual clients regarding disclosure of non-public personal information. Although the applicability of those rules to law firms is uncertain, we have elected to provide a Notice in certain situations.

As attorneys, we receive non-public information about our clients from them, and with their authorization, from third parties, such as accountants, financial advisors, insurance agents, banking institutions, and other advisors. We do not disclose any non-public personal information about our clients or former clients to anyone except as authorized or directed by that client. If we are authorized by our clients, we may disclose non-public personal information to unrelated third parties, such as accountants, financial advisors, insurance agents, or government authorities in connection with our work. We restrict access to non-public personal information about our clients to those persons within our law firm who need to know the information in order to provide the requested legal services. We maintain safeguards that comply with law and our rules of ethics to guard the non-public personal information contained in our client files.

ATTORNEY-CLIENT PRIVILEGE

While the foregoing federal laws and regulations establish rules and non-disclosure requirements, they do not limit the attorney-client privilege or the confidentiality rules applicable to information provided to attorneys. The privilege and confidentiality rules are governed by state law, the rules imposed on attorneys under state law and our ethics standards. In circumstances where applicable federal laws might allow disclosure, we will continue to follow the stricter non-disclosure rules of attorney-client privilege and client confidentiality.

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Washington, D.C.

**Paul J. Pantano, Jr.**  
Attorney at Law  
ppantano@mwe.com  
202-756-8026

**MCDERMOTT, WILL & EMERY**

December 31, 2003

Mr. Coyt Murray  
Tech Traders, Ltd.  
1331 East Garrison Boulevard  
Gastonia, NC 28054

Dear Mr. Murray:

Thank you for selecting McDermott, Will & Emery to represent Tech Traders, Ltd. ("TTL") in connection with the Commodity Futures Trading Commission regulatory issues. The terms of our representation are set forth in this letter.

David E. Aron and I will be principally responsible for services provided to TTL. As circumstances warrant, other attorneys or non-attorney professionals will be assigned to work on TTL's matters.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances and the size of the matter, among other factors. As a result, a professional's rate may vary from one assignment to another. My time for TTL matters will be billed at \$585 per hour. Mr. Aron's time for TTL matters will be billed at \$455 per hour. The rates of others who may work on your matters range from \$115 to \$305 for non-attorney professionals and \$185 to \$650 for attorneys. Our rates are reviewed at least annually and may be increased during the course of our representation of TTL.

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to yours. In that regard, it is our policy that our representation of Tech Traders, Ltd. does not extend to its parents, subsidiaries, employees, officers, directors, shareholders, partners or affiliates, except that by a separate letter we are agreeing to represent Tech Traders, Inc.

In addition, we are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that

Mr. Coyt Murray  
Tech Traders, Ltd.  
December 31, 2003  
Page 2

the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family.

Our representation will commence when we receive TTL's retainer fee in the amount of \$10,000. During the course of our representation of TTL, we may request that TTL replenish the retainer to or above the original amount. All retainers will be deposited in MWE's general accounts and treated as MW&E funds (i.e., prepaid fees) for accounting and earned interest purposes. We will apply the retainer to credit your legal fees and expenses on a monthly basis. Any portion of the retainer which is unused at the conclusion of the engagement will be returned to you.

Accompanying this letter is a memorandum that outlines MW&E's other terms of engagement. If you have questions concerning any of the information presented here, or should you have a concern or question at any time during our representation, please call me. To confirm your assent with the terms of our representation, please sign the enclosed copy of this letter and return it to me.

Again, thank you for giving us the opportunity to serve you. We look forward to a long and mutually rewarding relationship with you.

Sincerely yours,

*Paul J. Pantano, Jr.*  
12/87

Paul J. Pantano, Jr.

Enclosure

Agreed to and accepted:

**TECH TRADERS, LTD.**

By: \_\_\_\_\_  
Coyt Murray

Title: \_\_\_\_\_

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



## WHAT CLIENTS SHOULD KNOW

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**OUR SERVICES TO YOU** ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the firm.

At all times we will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

**WHO IS OUR CLIENT?** ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or partners, or any entities in which you own an interest. If you are a partnership, our representation does not extend to the individual

partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members.

In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent.

**CONFLICTS OF INTEREST** ~ Increasingly, conflicts of interest are a concern for lawyers and their clients today. Because we are a large, international firm, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family. Where appropriate, we will implement screening restrictions to ensure the protection of your confidential information.

**HOW WE SET OUR FEES** ~ The basis for determining our fees for legal services is set forth in the engagement letter itself. Several factors play a role, including:

- The experience, particular skills, and reputation of the lawyers and paraprofessionals who perform services for you
- The time and effort required to complete the matter, the novelty and complexity of the issues presented, our availability to perform the legal services promptly, and on occasion the risk assumed by our firm
- The amount of money or value of property involved
- The time constraints imposed by the circumstances of the project (e.g., external constraints or substantial disruption of other office business)
- The nature of our professional relationship with you
- The extent to which our firm's office procedures and systems will produce a high-quality product on a substantially more efficient basis than would otherwise be the norm for the type of matter involved

Our rates are adjusted periodically, both on a selected and firm-wide basis. The time we spend on your work is ordinarily recorded in quarter-hour increments.

Clients frequently ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

**OTHER CHARGES** ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and telex communications; document printing, reproduction, scanning and imaging; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by outside experts and consultants.

For certain of these services, particularly those that involve significant technology and/or support services provided by our firm (such as imaging documents and computer research), we sometimes attempt to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those instances, we will bill you at a per unit rate that may not reflect the quantity discounts we obtain. Our charge for fax services typically includes a per page charge in addition to the cost of the telephone usage.

It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

**RETAINERS** ~ You may be asked to provide us with a retainer. This retainer will be credited toward your legal fees and expenses on a monthly basis, unless we agree to a different arrangement. If the retainer proves insufficient to cover current fees and other charges on a regular basis, we may ask you to replenish or increase it, and you agree to do so if asked. If we do not make this request, you agree to pay all statements when due.

**BILLING ARRANGEMENTS AND TERMS OF PAYMENT** ~ We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment within 30 days of receiving our statement.

Should your account become delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the representation consistent with the applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our statement.

**TERMINATION** ~ When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

You may terminate our representation at any time, with or without cause, by notifying us and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product as permitted by applicable law. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

**IN CONCLUSION** ~ We look forward to a mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our firm.

McDERMOTT, WILL & EMERY

DISCLOSURE NOTICE

Pursuant to the Gramm-Leach-Bliley Act, Public Law Number 106-102, and the regulations issued by the Federal Trade Commission regarding the Privacy of Consumer Financial Information, 16 C.F.R., Part 313, firms that provide tax preparation and tax planning or certain real estate services to their clients are categorized as financial service providers and required to provide written notices to individual clients regarding disclosure of non-public personal information. Although the applicability of those rules to law firms is uncertain, we have elected to provide a Notice in certain situations.

As attorneys, we receive non-public information about our clients from them, and with their authorization, from third parties, such as accountants, financial advisors, insurance agents, banking institutions, and other advisors. We do not disclose any non-public personal information about our clients or former clients to anyone except as authorized or directed by that client. If we are authorized by our clients, we may disclose non-public personal information to unrelated third parties, such as accountants, financial advisors, insurance agents, or government authorities in connection with our work. We restrict access to non-public personal information about our clients to those persons within our law firm who need to know the information in order to provide the requested legal services. We maintain safeguards that comply with law and our rules of ethics to guard the non-public personal information contained in our client files.

ATTORNEY-CLIENT PRIVILEGE

While the foregoing federal laws and regulations establish rules and non-disclosure requirements, they do not limit the attorney-client privilege or the confidentiality rules applicable to information provided to attorneys. The privilege and confidentiality rules are governed by state law, the rules imposed on attorneys under state law and our ethics standards. In circumstances where applicable federal laws might allow disclosure, we will continue to follow the stricter non-disclosure rules of attorney-client privilege and client confidentiality.

Att. 2

*A Partnership Including  
Professional Corporations*  
600 Thirteenth Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000  
Facsimile 202-756-8087  
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Boston  
Chicago  
London  
Los Angeles  
Miami  
Murich  
New York  
Orange County  
Silicon Valley  
Washington, D.C.

David E. Aron  
Attorney at Law  
daron@mwe.com  
202-756-8221

**MCDERMOTT, WILL & EMERY**

February 13, 2004

Mr. Coyt E. Murray  
1331 East Garrison Boulevard  
Gastonia, NC 28054

Dear Coyt:

Thank you for selecting McDermott, Will & Emery to represent you for the purpose of forming certain entities, which we anticipate to be a Cayman Islands feeder fund, a Delaware feeder fund, a Cayman Islands master fund and a Delaware investment manager. The terms of our representation are set forth in this letter.

John J. Sullivan and I will be principally responsible for services provided to you. As circumstances warrant, other attorneys or non-attorney professionals will be assigned to work on your matters. Once we have formed one or more of the entities referred to above, we will request that each such entity itself execute an engagement letter.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances and the size of the matter, among other factors. As a result, a professional's rate may vary from one assignment to another. John Sullivan's time for this matter will be billed at \$550.00 per hour. My time for this matter will be billed at \$455.00 per hour. The rates of others who may work on your matters range from \$115.00 to \$335.00 for non-attorney professionals, \$215.00 to \$450.00 for associates, and \$380.00 to \$695.00 for partners. Our rates are reviewed annually, generally in September of each year, and may be increased during the course of our representation of you.

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to yours. In that regard, it is our policy that our representation of you does not extend to any other individual or entity unless we agree otherwise in writing.

MWE 0628

Coyt E. Murray  
February 13, 2004  
Page 2

In addition, we are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you.

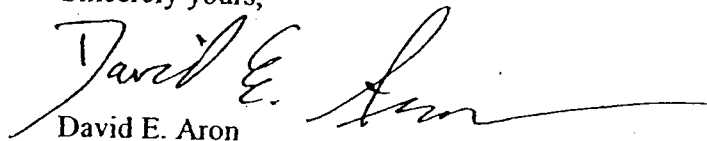
As you know, we sometimes work closely with foreign law firms. Those firms remain separate legal entities and are responsible for the services they provide to you. Our business arrangement with you does not cover your retention of any of those firms for legal services, even if such services are provided in connection with a matter which we also are handling. Neither for purposes of clearing conflicts nor for any other purpose do we consider clients of those firms to be our clients.

All retainers that we receive from you will be deposited in MWE's general accounts and treated as MW&E funds (i.e., prepaid fees) for accounting and earned interest purposes. We will apply the retainer to credit your legal fees and expenses on a monthly basis. Any portion of the retainer which is unused at the conclusion of the engagement will be returned to you.

Accompanying this letter is a memorandum that outlines MW&E's other terms of engagement. If you have questions concerning any of the information presented here, or should you have a concern or question at any time during our representation, please call me. To confirm your assent with the terms of our representation, please sign the enclosed copy of this letter and return it to me.

Again, thank you for giving us the opportunity to serve you. We look forward to a long and mutually rewarding relationship with you.

Sincerely yours,

  
David E. Aron

**AGREED AND ACCEPTED**

**COYT E. MURRAY**

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

MWE 0629



Att. 3

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New York  
Orange County  
Silicon Valley  
Washington, D.C.

David E. Aron  
Attorney at Law  
daron@mwe.com  
202-756-8221

**MCDERMOTT, WILL & EMERY**

April 8, 2004

**VIA ELECTRONIC MAIL, FACSIMILE, FEDERAL EXPRESS AND CERTIFIED MAIL**

Tech Traders, Inc.  
1331 East Garrison Boulevard  
Gastonia, NC 28054

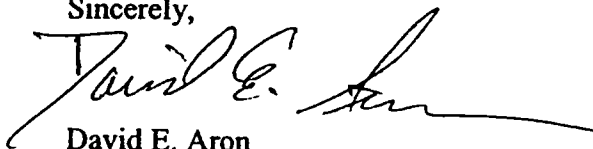
Re: Termination of Representation

To whom it may concern:

As Coyt E. Murray discussed with Dan Jocelyn yesterday, McDermott, Will and Emery's representation of Tech Traders, Inc. terminated on April 7, 2004. From and after that date, the Firm will not perform any services for Tech Traders, Inc.

As Mr. Murray knows from participating on today's call with the Court, and consistent with the oral notice given to Mr. Murray by Mr. Jocelyn on April 7, we advised the Court in *Commodity Futures Trading Commission v. Equity Financial Group LLC, et. al* that we will not appear on behalf of Tech Traders, Inc. in that litigation.

Sincerely,



David E. Aron

DEA/mas

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Washington, D.C.

**MCDERMOTT, WILL & EMERY**

David E. Aron  
Attorney at Law  
daron@mwe.com  
202-756-8221

April 8, 2004

**VIA FEDERAL EXPRESS AND CERTIFIED MAIL**

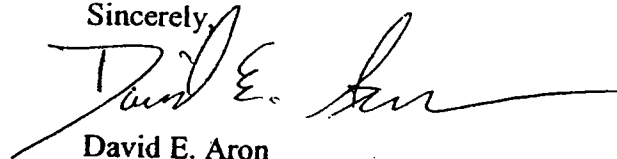
Mr. Coyt A. Murray  
Tech Traders, Ltd.  
Orissa House  
Eastbay Street  
Post Office Box N-4801  
Nassau, Bahamas

Re: Termination of Representation

Dear Mr. Murray:

As Coyt E. Murray discussed with Dan Jocelyn yesterday, McDermott, Will and Emery's representation of Tech Traders, Ltd. terminated on April 7, 2004. From and after that date, the Firm will not perform any services for Tech Traders, Ltd.

Sincerely,



David E. Aron

DEA/mas

cc: Coyt A. Murray      Coyt E. Murray  
1903 Auten Road      5089 Marianna Court  
Gastonia, NC 28054      Tega Cay, SC 29708-6952

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Professional Corporations  
600 Thirteenth Street, N.W.  
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New York  
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Silicon Valley  
Washington, D.C.

**MCDERMOTT, WILL & EMERY**

**David E. Aron**  
Attorney at Law  
daron@mwe.com  
202-756-8221

April 8, 2004

**VIA FEDERAL EXPRESS AND REGISTERED MAIL**

Mr. Coyt E. Murray  
5089 Marianna Court  
Tega Cay, SC 29708-6952

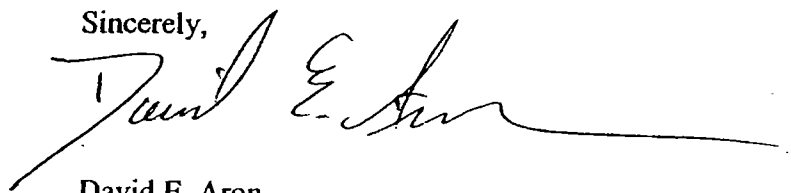
Re: Termination of Representation

Dear Coyt:

As you discussed with Dan Jocelyn yesterday, McDermott, Will and Emery's representation of you terminated on April 7, 2004. From and after that date, the Firm will not perform any services for you.

As you know from participating on today's call with the Court, and consistent with the oral notice given to you by Mr. Jocelyn on April 7, we advised the Court in *Commodity Futures Trading Commission v. Equity Financial Group LLC, et. al* that we will not appear on behalf of Tech Traders, Inc. in that litigation.

Sincerely,



David E. Aron

DEA/mas

**Att. 4**

**MCDERMOTT, WILL & EMERY**

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600 13th Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000  
Facsimile 202-756-8087  
http://www.mwe.com  
jbaldwin@mwe.com  
202-756-8191

Boston  
Chicago  
London  
Los Angeles  
Miami  
Moscow  
Newport Beach  
New York

May 20, 2004

**VIA FACSIMILE AND REGULAR MAIL**

Raven Moore, Esq.  
Sachoff & Weaver, Ltd.  
30 South Wacker Drive  
29th Floor  
Chicago, IL 60606-7484

Dear Ms. Moore:

We received your letter dated May 13, 2004 requesting that we wire "\$164,362.43, or the remaining funds paid to McDermott, Will & Emery ("MWE") by Tech Traders, Inc., to the Receiver [Stephen Bobo]." You state that this request is based on the order entered on April 1, 2004 by the U.S. District Court for the District of New Jersey wherein the court declared that any entity served with a copy of the order "must deliver over to the Receiver possession and custody of all funds and all other assets, belonging to the investors or other commodity pool participants as described in the complaint."

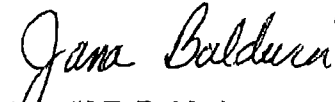
On May 11, 2004 we provided Mr. Bobo with a chart summarizing payments received by our firm from Tech Traders, Inc. (copy enclosed). As Mr. Bobo requested, we enclose herewith copies of our firm's invoices that correspond to the draws against the retainer. The enclosed chart and invoices do not reflect charges for our services for April and May, which total over \$70,000.

While we are pleased to cooperate with Mr. Bobo in every way we can, we do not want to inadvertently release funds wrongfully. Although we received the retainer funds from Tech Traders, Inc., we do not know the original source of the funds. Accordingly, based on the foregoing and our review of the court's order, we have concluded that we should not send unapplied funds to the Receiver absent an appropriate court order and notice to Tech Traders, Ltd. and Coyt Murray. This will confirm that MWE has "frozen" the funds at issue pending final resolution of this matter.

Raven Moore, Esq.  
May 20, 2004  
Page 2

Please give me a call if you have any questions.

Sincerely,

  
Jana V.T. Baldwin

Enclosures

cc: Stephen Bobo (w/encls.)  
Paul J. Pantano, Jr. (w/encl.)

**Summary of Payments by Tech Traders, Inc.**  
**(Prepared by McDermott, Will & Emery)**  
**As of 05/10/2004**

<b>Payment Received</b>	<b>Check#/Wire</b>	<b>Payor</b>	<b>Amount</b>
01/07/2004	1633	Tech Traders, Inc.	\$20,000.00
01/21/2004	1645	Tech Traders, Inc.	\$25,000.00
02/09/2004	1653	Tech Traders, Inc.	\$50,000.00
03/31/2004	Wire	Tech Traders, Inc.	\$60,000.00
03/31/2004	Wire	Tech Traders, Inc.	\$91,000.00
<b>Total Received</b>			<b>\$246,000.00</b>
<b>Total Applied to Invoices</b>			<b>(\$81,637.57)</b>
<b>Total Funds Remaining</b>			<b>\$164,362.43</b>



**MCDERMOTT, WILL & EMERY**

**Invoice**

600 13th Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000

Tech Traders, Inc.  
1331 East Garrison  
Gastonia, NC 28054

Client: 070183  
Invoice: 1343374  
Invoice Date: 02/23/2004

---

**Client Copy**  
**Billing for services rendered through 01/31/2004**

---

We have applied \$26,182.35 of your Retainer Funds to this invoice leaving a credit balance of \$21,317.65 in your Retainer Funds.

0011 CFTC Investigation

Total Services	\$ 25,837.50
Total Costs and Other Charges Posted Through Billing Period	344.85
Credits Applied	(26,182.35)
<b>Total This Invoice</b>	<b>\$ 0.00</b>

To ensure prompt and accurate application of your payment, please mail payment and remittance copy or wire transfer the funds using the following information (include your client, matter, and statement numbers):

**Wire Transfer Information:**

McDermott, Will & Emery  
MWE Master Account  
Citibank, N.A.  
ABA #: 021000089  
Account #: 30525705

**Mail Payment To:**

McDermott, Will & Emery Lockbox – Washington DC  
P.O. Box 7247-6751  
Philadelphia, PA 19170-6751

Tax Identification #: 36-1453176

Terms: Payable Upon Receipt

**MCDERMOTT, WILL & EMERY****Invoice**600 13th Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000Tech Traders, Inc.  
1331 East Garrison  
Gastonia, NC 28054Client: 070183  
Invoice: 1353237  
Invoice Date: 03/23/2004

---

**Client Copy**  
**Billing for services rendered through 02/29/2004**

---

We have applied \$9,068.42 of your Retainer Funds to this invoice leaving a credit balance of \$12,249.23 in your Retainer Funds.

0011 CFTC Investigation

Total Services	\$ 9,002.50
Total Costs and Other Charges Posted Through Billing Period	65.92
Credits Applied	(9,068.42)
<b>Total This Invoice</b>	<b>\$ 0.00</b>

To ensure prompt and accurate application of your payment, please mail payment and remittance copy or wire transfer the funds using the following information (include your client, matter, and statement numbers):

**Wire Transfer Information:**McDermott, Will & Emery  
MWE Master Account  
Citibank, N.A.  
ABA #: 021000089  
Account #: 30525705**Mail Payment To:**McDermott, Will & Emery Lockbox - Washington DC  
P.O. Box 7247-6751  
Philadelphia, PA 19170-6751

Tax Identification #: 36-1453176

Terms: Payable Upon Receipt

**MCDERMOTT, WILL & EMERY**

**Invoice**

600 13th Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000

Tech Traders, Ltd.  
c/o Coyt Murray  
1331 East Garrison Boulevard  
Gastonia, NC 28054

Client: 070182  
Invoice: 1343373  
Invoice Date: 02/23/2004

**Client Copy**

**Billing for services rendered through 01/31/2004**

We have applied \$26,727.75 of your Retainer Funds to this invoice leaving a credit balance of \$20,772.25 in

Total Services	\$ 26,305.00
Total Costs and Other Charges Posted Through Billing Period	422.75
Credits Applied	(26,727.75)
<b>Total This Invoice</b>	<b>\$ 0.00</b>

To ensure prompt and accurate application of your payment, please mail payment and remittance copy or wire transfer the funds using the following information (include your client, matter, and statement numbers):

**Wire Transfer Information:**

McDermott, Will & Emery  
MWE Master Account  
Citibank, N.A.  
ABA #: 021000089  
Account #: 30525705

**Mail Payment To:**

McDermott, Will & Emery Lockbox – Washington DC  
P.O. Box 7247-6751  
Philadelphia, PA 19170-6751

Tax Identification #: 36-1453176  
Terms: Payable Upon Receipt

BOSTON • BRUSSELS • CHICAGO • DUSSELDORF • LONDON • LOS ANGELES • MIAMI • MILAN • MUNICH  
NEW YORK • ORANGE COUNTY • ROME • SAN DIEGO • SILICON VALLEY • WASHINGTON, D.C.

**MCDERMOTT, WILL & EMERY****Invoice**

600 13th Street, N.W.  
 Washington, D.C. 20005-3096  
 202-756-8000

Tech Traders, Ltd.  
 c/o Coyt Murray  
 1331 East Garrison Boulevard  
 Gastonia, NC 28054

Client: 070182  
 Invoice: 1353235  
 Invoice Date: 03/23/2004

---

**Client Copy**  
**Billing for services rendered through 02/29/2004**

---

We have applied \$10,171.10 of your Retainer Funds to this invoice leaving a credit balance of \$10,601.15 in your Retainer Funds.

0011 CFTC Investigation

Total Services	\$ 10,007.50
Total Costs and Other Charges Posted Through Billing Period	163.60
Credits Applied	(10,171.10)
<b>Total This Invoice</b>	<b>\$ 0.00</b>

To ensure prompt and accurate application of your payment, please mail payment and remittance copy or wire transfer the funds using the following information (include your client, matter, and statement numbers):

**Wire Transfer Information:**

McDermott, Will & Emery  
 MWE Master Account  
 Citibank, N.A.  
 ABA #: 021000089  
 Account #: 30525705

**Mail Payment To:**

McDermott, Will & Emery Lockbox – Washington DC  
 P.O. Box 7247-6751  
 Philadelphia, PA 19170-6751

Tax Identification #: 36-1453176

Terms: Payable Upon Receipt

**McDERMOTT, WILL & EMERY**

**Invoice**

600 13th Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000

Coyt E. Murray  
1331 East Garrison Boulevard  
Gastonia, NC 28054

Client: 070559  
Invoice: 1353136  
Invoice Date: 03/24/2004

---

**Client Copy**  
**Billing for services rendered through 02/29/2004**

---

0011 Formation of Funds and Advisor

Total Services	\$ 9,462.50
Total Costs and Other Charges Posted Through Billing Period	25.45
<b>Total This Invoice</b>	<b>\$ 9,487.95</b>

*↳ later  
applied to retainer  
funds received after  
invoice sent*

To ensure prompt and accurate application of your payment, please mail payment and remittance copy or wire transfer the funds using the following information (include your client, matter, and statement numbers):

**Wire Transfer Information:**

McDermott, Will & Emery  
MWE Master Account  
Citibank, N.A.  
ABA #: 021000089  
Account #: 30525705

**Mail Payment To:**

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P.O. Box 7247-6751  
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Terms: Payable Upon Receipt