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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 AUTHORITY
TO SETTLE DISPUTES WITH LYNN OBESTER**

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

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

2. I am serving 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 pursuant to the provisions of several orders entered by the Court in this case.

3. The records of Tech Traders, Inc. indicate that in the fall of 2003, its principal, Coyt Murray, agreed that Tech Traders, Inc. would loan \$65,000 to Lynn Obester of Lake Wylie Tax Service. Thereafter, Tech Traders transferred a total of \$65,000 to Obester, and Obester signed an unsecured promissory note for that amount in favor of Tech Traders. The note provides that the loan would mature in one year and would bear interest at the rate of 30% during that period. The note is silent on what the interest rate would be after maturity of the note.

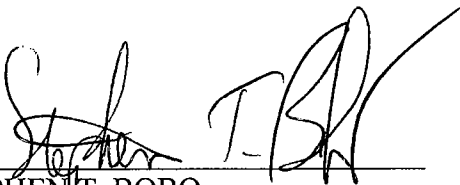
4. I demanded payment on the note, but Obester has refused to pay the amount that I believe to be due. I have sought to reach an amicable resolution of the matter because of concerns about the ability to enforce the full interest rate against an individual, as well as the potential difficulty in collecting a substantial amount from an individual. In addition, the costs of such collection efforts would likely not be recoverable from Obester.

5. Accordingly, I negotiated with Obester regarding a resolution of the amount due under the note. Obester has agreed to pay a lump sum amount of \$78,000 to the Tech Traders estate in full satisfaction of her obligations under the note. I am currently holding those funds in the Tech Traders escrow account pending court approval of this settlement. In addition, the settlement terms call for Obester to exchange mutual general releases with the Tech Traders estate.

6. I believe that this settlement is advantageous for the Tech Traders receivership estate because it has a favorable result without any further expense to the estate. The settlement amount, including the effective rate of interest to be realized on the note through the settlement, is well within the range of reasonable outcomes if the issues were litigated to judgment instead of being resolved through this settlement.

7. I have discussed this motion with the attorney for the Plaintiff, Commodity Futures Trading Commission, who indicated that she did not object to the relief sought.

AFFIANT says nothing further.


STEPHEN T. BOBO

SWORN TO AND SUBSCRIBED
before me this 15th day of November,
2006.


NOTARY PUBLIC

