

COPY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

FILED
CHARLOTTE, N. C.

19 2001
U. S. DISTRICT COURT
W. DIST. OF N. C.

IN RE: ALL FUNDS ON DEPOSIT IN)
ACCOUNT NUMBER 000669829075 in)
THE BANK OF MM APMC BANQUE DE)
COMMERCE, INC., AT NATIONSBANK,)
N.A., CONSISTING OF \$18,756,420.97,)
MORE OR LESS.)

C.A. NO. 3:98mc96-McK

GEORGE AND DOLORES ROLLAR,)
Plaintiffs,)

C.A. NO. 3:01CV205-McK

v.)

UNITED STATES OF AMERICA, et al.,)
Defendants,)

(CASES CONSOLIDATED)

RICHARD VASQUEZ,)
Intervener.)

**RECEIVER'S SECOND MOTION TO
DISALLOW FILED CLAIMS AND POTENTIAL CLAIMS AND
REQUEST FOR EVIDENTIARY HEARING**

TO THE HONORABLE H. BRENT McKNIGHT, UNITED STATES DISTRICT JUDGE:

Michael J. Quilling, the Receiver appointed in these proceedings (the "Receiver") files this his Second Motion to Disallow Filed Claims and Potential Claims, and in support of such shows the Court as follows:

1. On October 11, 2001, the Court issued its Consent Order regarding the appointment of a receiver in these proceedings. Thereafter, on October 29, 2001 the Court issued its Order Appointing Receiver pursuant to which Michael J. Quilling was specifically appointed to serve as receiver in this case.

2. The Receiver's primary assignment in this case is to identify the sources of deposits into four separate accounts controlled by Fred Gilliland, to-wit: (1) the NationsBank Account; (2)

the Bank of Butterfield Account; (3) the Allied Dunbar Account No. 1; and (4) the Allied Dunbar Account No. 2.

3. On February 21, 2002, the Receiver filed his Unopposed Motion to Establish Claim Procedures and to Approve Claim Form (Docket No.46) and by Order dated February 25, 2002 (Docket No. 47) the Court approved the motion. The Order specifically provided that claimants would have 60 days from the date the claim form was sent to them to complete and return the form. Since that time, the Receiver has processed hundreds of claims. Several people were sent claim forms which they did not return. Other people the Receiver cannot locate.

4. Based on the Receiver's efforts to date, the Receiver believes that each of the following potential claims should be disallowed for the following reasons:

- **Oval Insurance Services**

This entity sent \$80,000.00 to the Bank of Butterfield account. Despite diligent efforts, the Receiver has not been able to identify or locate this entity or determine anything about its ownership. Fred Gilliland has told the Receiver he knows nothing about the entity. Accordingly, this potential claim should be disallowed.

- **Motorola ECU West**

This person/entity sent \$10,000.00 to the Bank of Butterfield account from an account at the Motorola Employee Credit Union West. Despite diligent efforts, the Receiver has not been able to determine anything about the identity of the account holder nor has the Receiver been contacted by anyone claiming to have sent the funds. Accordingly, this potential claim should be disallowed.

- **Fox MJ**

This person/entity sent \$40,000.00 to Allied Dunbar Account No. 2. Despite diligent efforts, the Receiver has not been able to identify or locate this entity or determine anything about its ownership. Fred Gilliland has told the Receiver he knows nothing about the entity. Accordingly, this potential claim should be disallowed.

- **Fox JL**

This person/entity sent \$60,000.00 to Allied Dunbar Account No. 2. Despite diligent efforts, the Receiver has not been able to identify or locate this entity or determine anything about its ownership. Fred Gilliland has told the Receiver he knows nothing about the entity. Accordingly, this potential claim should be disallowed.

- **Henwood Investments**

This entity initially deposited funds into another account at NationsBank controlled by Mohr (#000650552254). In order to open the account at issue in these proceedings, Mohr caused \$1,000.00 to be transferred from the other account. Despite diligent effort, the Receiver has been unable to locate Henwood Investments. Accordingly, this potential claim should be disallowed. In addition, Mohr has filed a claim for the funds (see below - Claim No. 5 of MM ACMC Banque de Commerce, Inc.).

5. During the course of reviewing claims, the Receiver has also determined that several claims are objectionable. For the reasons set forth below, the Receiver believes that the following filed claims should be adjusted/disallowed as follows:

- **Maxine Gregory - Claim of \$100,000.00**

Mrs. Gregory sent \$100,000.00 to the Nations Bank account and she filed a timely claim. However, her husband, Charles Gregory, was an aggregator of funds and solicited numerous investors into the program. As a result, he has pled guilty to an indictment by the United States in Pensacola, Florida. Both Mr. Gregory and Mrs. Gregory have refused to answer any questions of the Receiver about the claim. As a result, this claim should be disallowed or equitably subordinated.

- **John Valentine - Claim of \$600,000.00** (Claim #1)
John Valentine - Claim of \$800,000.00 (Claim #2)
John Valentine - Claim of \$4,200,000.00 (Claim #3)
John Valentine - Claim of \$2,000,000.00 (Claim #4)
John Valentine - Claim of \$1,980,000.00 (Claim #5)
John Valentine - Claim of \$1,800,000.00 (Claim #6)

Mr. Valentine, operating under the names of, *inter alia*, Oval Pacific Telesys Corp. and Global Riches Economics and Treasures, filed each of the above-styled claims with the Receiver. Each of the claims, as submitted, were deficient in a number of respects so the Receiver sent a letter dated December 3, 2002 to Mr. Valentine, a copy of which is attached hereto as Exhibit "1". Thereafter, Mr. Valentine sent

various records to the Receiver as a result of which the Receiver sent a letter dated February 24, 2003 to Mr. Valentine, a copy of which is attached hereto as Exhibit "2". Mr. Valentine has never provided the information requested in Exhibit "2". Accordingly, in order to try to bring closure to this case, the Receiver proposes that the Court allow an aggregate net claim of \$443,850.00 to Mr. Valentine and his companies, conditioned on Mr. Valentine providing a complete list, name and address, of all investors whose funds were aggregated within 30 days. Otherwise, the claim should be disallowed in its entirety as it would be inappropriate for him to receive the funds if they do not belong to him.

- **M.M. APMC Banque de Commerce, Inc. - Claim of \$16,451,841.00 (Claim #1)**

This claim is incomprehensible and, in any event, invalid. The claim appears to be based upon a "settlement" between M.M. APMC Banque de Commerce, Inc. ("Commerce") and M.M. APMC Fiduciary & Nominees, B.A. ("Nominees") whereby Nominees settled a claim against it by Commerce arising from Commerce's claim to the funds in the seized account which is the subject of these proceedings. This Court has already wasted much time and energy considering the previous claim of Commerce, ultimately ruling that Commerce had no claim to the funds [Order Granting Motion for Summary Judgment, Docket No. 65]. A settlement between two Mohr controlled entities does not breathe new life into the claim. It should be disallowed.

- **M.M. APMC Fiduciary & Nominees, B.A. - Claim of \$0 (Claim #2)**

The claim as filed states that it is for \$0. This claim is as bogus as all other Mohr related claims and should be disallowed or allowed in a zero amount.

- **M.M. APMC Fiduciary & Nominees, B.A. - Claim of \$0 (Claim #3)**

The claim as filed states that it is for \$0. This claim is as bogus as all other Mohr related claims and should be disallowed or allowed in a zero amount.

- **M.M. APMC Banque de Commerce, Inc. - Claim of \$180,649.00 (Claim #4)**

This claim is for the interest earned on investor funds deposited in the seized account. In that Commerce has no claim to the funds (as previously ruled by this Court), it has no claim to the interest. This claim should be disallowed.

- **M.M. APMC Banque de Commerce, Inc. - Claim of \$1,000.00 (Claim #5)**

This claim is for the initial account opening deposit which Commerce through Mohr transferred from another account under its control. The funds transferred did not belong to Commerce and, instead, can be traced to Henwood Investments, an entity the Receiver has not been able to locate. This claim should be disallowed.

- **M.M. APMC Banque de Commerce, Inc. - Claim of \$1,849,897.00**
- **M.M. APMC Fiduciary & Nominees, B.A. - Claim of \$0**

These two claims are the “costs” of the foregoing “settlement” between Commerce and Nominees. The basis for the claims is incomprehensible and, in any event, invalid. The claims should be disallowed.

- **M.M. APMC Banque de Commerce, Inc. - Claim of \$380,000.00 (Claim #6)**

This claim is for “fees” which Commerce contends it earned for “leasing T-bills” to International Trade & Capital, Inc. (“ITC”) (see below). ITC claims it did not receive the T-bills. Commerce says otherwise. To the Receiver’s knowledge, Commerce never owned \$3 million of T-bills which it could lease and, thus, this claim is as bogus as all the other Mohr claims and should be disallowed.

- **International Trade & Capital, Inc./William Cornell - Claim of \$285,000.00**
- **International Trade & Capital, Inc./William Cornell - Claim of \$95,000.00**

Both of these claims relate to a “lease fee” from the lease of a T-bill. One of Mohr’s entities allegedly owned T-bills which it would lease for \$95,000 per million-dollar T-bill. International Trade & Capital, Inc. admits it was paying a lease fee for the \$3 million of T-bills, but contends the T-bills were not delivered. Mohr says otherwise and says the fees were completely earned. Given the competing claims the Court needs to decide the matter.

- **JIBO Ltd. - Claim of \$175,000.00**

This claim is submitted on behalf of the entity by its Court-appointed liquidator. The funds invested were sent to an account in the Turks & Caicos in the name of a lawyer working with Fred Gilliland at a date after the account in this case was seized. Therefore, the funds could not have been deposited in the account in this case. In addition, JIBO Ltd. received a payment from the Bank of Butterfield in the amount of \$840,000.00 so on a net basis, JIBO Ltd. was overpaid. This claim should be disallowed.

- **Roof-Ellenburg - Claim of \$2,325,000.00**

This claim is submitted by the Court-appointed Receiver for the financial fraud operated by this entity. The records of the Receiver reflect that only \$1,050,000.00 was deposited in accounts which are the subject of these proceedings (\$250,000.00 in the Allied Dunbar account no. 1 and \$800,000.00 in the Bank of Butterfield account). The remainder of the funds were either sent to other entities or were deposited in the Barclays Bank account which is the subject of the Fred Gilliland proceedings. To that extent they will be considered as claims in that case. The

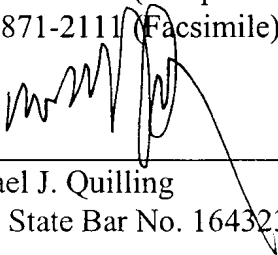
Receiver proposes that two claims be allowed - one in the amount of \$250,000.00 and one in the amount of \$800,000.00.

WHEREFORE, PREMISES CONSIDERED, the Receiver prays that upon final hearing and determination of this motion that the Court disallow each of the claims and potential claims set forth above, and for such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled.

Respectfully submitted,

QUILLING SELANDER CUMMISKEY & LOWNDS, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201-4240
(214) 871-2100 (Telephone)
(214) 871-2111 (Facsimile)

By:



Michael J. Quilling
Texas State Bar No. 16432300

ATTORNEYS FOR RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of September, 2004 a true and correct copy of the foregoing document was served via first class mail, postage pre-paid, on:

William A. Brafford
Assistant United States Attorney
United States Attorney's Office for
the Western District of North Carolina
227 West Trade Street, Suite 1700
Charlotte, North Carolina 28202

Rodney E. Alexander
Mayer, Brown, Rowe & Maw
214 North Tryon Street, Suite 3800
Charlotte, North Carolina 28202

Meagan Watkins
Kilpatrick Stockton LLP
3500 One First Union Center
301 South College Street
Charlotte, North Carolina 28202-6001

M.M. APMC Banque de Commerce, Inc.
Post Office Box 116
Vinderen, Oslo
0319 Norway

M.M. APMC Fiduciary & Nominees, B.A.
Post Office Box 116
Vinderen, Oslo
0319 Norway

W. Robinson Deaton
Deaton & Biggers, PLLC
402 East Graham Street
Post Office Box 458
Shelby, North Carolina 28150

John Valentine
627 "H" Street, #A-343
Chula Vista, California 91908

John Valentine
c/o Judge J.P. Wilson
Post Office Box 548
Lemmon Grove, California 91946

Christopher W. Boyden
Law Offices of Christopher W. Boyden
13289 Windover Way, Suite A
Palm Beach Gardens, Florida 33418


Richard Vasquez
2112 Feather Sound Drive
Clearwater, Florida 33762

Phillip S. Stenger, Receiver
Roof-Ellenburg
4095 Embassy Drive SE, Suite A
Grand Rapids, Michigan 49546

G. James Cleaver
Joint Official Liquidator
E & Y Restructuring
Post Office 1102 GT
Bermuda House, 4th Floor
British American Center
Dr. Roy's Drive
Grand Cayman, Cayman Island

Maxine Gregory
6142 North Yucca Road
Paradise Valley, Arizona 85253

This Motion will also be posted on the Receiver's website, www.secreceiver.com, immediately after filing.



Michael J. Quilling

Exhibit “1”

QUILLING, SELANDER, CUMMISKEY & LOWNDS

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

2001 BRYAN STREET, SUITE 1800
DALLAS, TEXAS 75201

MICHAEL J. QUILLING
BOARD CERTIFIED
BUSINESS BANKRUPTCY LAW
AND CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

TELEPHONE: (214) 871-2100
TELEFAX: (214) 871-2111

December 3, 2002

Mr. John Valentine
627 H Street, #A-343
Chula Vista, CA 91910

Re: Cause No. 3:98MC96-McK and 3:01CV205-McK, *George and Dolores Rollar v. United States of America, et al.*

Dear Mr. Valentine:

I am sorry that we have had difficulty connecting via telephone but my schedule has been very hectic. I am writing this letter so as to not delay things further and to make sure you understand what I need from you to further consider your claims.

To date I have received the following claims from you:

- A claim in the amount of \$600,000.00 (Claim #1)
- A claim in the amount of \$800,000.00 (Claim #2)
- A claim in the amount of \$4,200,000.00 (Claim #3)
- A claim in the amount of \$2,000,000.00 (Claim #4)
- A claim in the amount of \$1,980,000.00 (Claim #5)
- A claim in the amount of \$1,800,000.00 (Claim #6)

Each of these claims, as currently submitted, suffer from several deficiencies as to information and documentation which I need you to correct. I will address each claim in sequence below:

CLAIM #1

- What is Oval Financial & Investment Group, Ltd., where was it created and who are its partners/members? I need copies of the creation papers.

December 3, 2002

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- The Agreement which you attach is only one page of two. I need a complete, legible copy.
- The addendum which you attach is dated before the Agreement and does not seem to relate to the Agreement. What is the connection?
- The Agreement states that \$600,000.00 is to be sent to account no. 1621944 at Barclays Bank, Turks & Caicos Islands in the name of Sterling Management Services, Inc. The bank records I have do not reflect such a deposit was ever made. I need a copy of the wire transfer advice(s) for the \$600,000.00 showing transfer of the funds from your account to the account to which the funds were actually sent. Your bank can provide such documentation to you.

CLAIM #2

- The two-page Agreement which you attach reflects that the funds were to be sent to the Barclays Bank account referenced in the paragraph above. The bank records I have do not reflect that such a deposit was ever made. I need a copy of the wire transfer advice(s) for the \$870,000.00 showing a transfer from your account to the account to which the funds were actually sent.
- Your claim form indicates that you received \$70,000.00 back with respect to your claim. I need a copy of the wire transfer advice(s) for the \$70,000.00 showing the bank account from which it originated and the deposit into your account.
- When was GREAT Global Riches, Economics & Treasures created and who are its owners/members? I need copies of the creation papers.
- Please send a legible copy of the document with the hand-written notes on it.

CLAIM #3

- You did not attach a copy of your contract to the claim form. I need a copy of it.
- The claim form indicated that a portion of the invested funds belong to Shane Kelly of North Pembroke Associates. How much? I need a precise breakdown of all who contributed to the investment, their name, address and telephone number.
- The bank records which I have do not reflect that a deposit of \$4,200,000.00 was ever made to any of the accounts which are a part of the receivership. I need copies

of all wire transfer advice(s) which reflect movement of the funds from your account to any account controlled by Gilliland.

CLAIM #4

- The document which you attached to the claim form is not legible. I need a legible copy.
- The bank records which I have do not reflect a deposit of \$2,000,000.00 consistent with your claim. I need a copy of the wire transfer advice(s) showing a movement of the funds from your account to an account controlled by Gilliland.

CLAIM #5

- No contract or agreement is attached to the claim form. I need a copy of your agreement for this investment.
- The claim form indicates you sent funds to Bank of Butterfield, Excelsior Bank Group and Bermuda Commercial Bank Ltd. I need copies of all wire transfer advices showing how much was sent to each and when. I also need copies of any documents you have which relate to Excelsior Bank Group and Bermuda Commercial Bank Ltd.
- The claim form indicates you received a return of \$350,000.00. I need a copy of the wire transfer advice(s) which reflect the return of funds to you.
- The letter attached to the claim form signed by Corey Salankey and Ross Richardson indicate they are "Oval Agents." What are Oval Agents and how many others are there? Use of the term agents indicates to me that they acted as brokers in getting other people to invest their money. How much of this claim represents money put in by other people?

CLAIM #6

- No contract or agreement is attached to the claim form. Instead this claim appears to relate to and/or incorporate one or more of the claims above. If this is a separate claim I need a copy of your contract.
- I need copies of all wire transfer advice(s) which reflect movement of the funds from your account to accounts controlled by Gilliland.

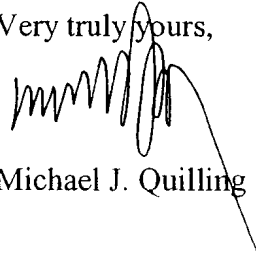
December 3, 2002

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In order to further evaluate your claims, I need all the documentation and information requested above. Please forward it as soon as possible.

In an effort to be as straightforward as possible with you, you need to understand that I have serious concerns about whether the funds which you claim were invested belonged entirely to you. I believe that a very substantial portion of the funds belong to others and were aggregated by you and the "Oval Agents." If so, I need the name, address and telephone number of every person who invested. If you have any questions please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Quilling". The signature is written in a cursive style with a long, sweeping tail that extends downwards and to the right.

Michael J. Quilling

MJQ/lms

cc: D. Dee Raibourn (of the Firm)
Laura Scurlock (of the Firm)
Stephen Tomasky (of the Firm)

Exhibit “2”

QUILLING, SELANDER, CUMMISKEY & LOWNDS

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

2001 BRYAN STREET, SUITE 1800
DALLAS, TEXAS 75201

MICHAEL J. QUILLING
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BUSINESS BANKRUPTCY LAW
AND CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

TELEPHONE: (214) 871-2100
TELEFAX: (214) 871-2111

February 24, 2003

Mr. John Valentine
Oval Financial & Investment
627 H Street, A-343
Chula Vista, CA 91910

Re: *In re: All Funds on Deposit in Account Number 000669829075 in the name of MM
ACMC Banque de Commerce, Inc., at NationsBank, N.A., Consisting of
\$18,756,420.97, More or Less; C.A. No. 3:98mc96-MCK*

*George and Dolores Rollar, Plaintiff, v. United States of America, et al., Defendants,
v. Richard Vasquez, Intervener, C.A. No. 3:01cv205-MCK*

Dear John:

Thank you for your most recent set of documents regarding your various claims. I have reviewed these materials and have a number of comments.

- You have provided me evidence of a \$100,000.00 wire transfer by Oval Pacific Telesys Corp. on July 31, 1998 into the Bank of Butterfield account in the name of Sterling Management Services, Inc. The wire was sent from your account no. 1033278, but I cannot tell the bank from which the wire was initiated. Is it Mellon Bank, and if so, from which branch was it sent? Once I receive this information I will, subject to the offset discussed below, be in a better position to consider allowing that claim.
- You have provided me evidence of a wire transfer on May 7, 1998 in the amount of \$800,000.00 from Oval Pacific Telesys Corp. to an account at Belize Bank, Ltd. in the name of First Global International, Inc. These funds did not go to an account which is involved in my receivership and, therefore, this claim will be disallowed unless you can show me a transfer from the Belize Bank, Ltd. by First Global International, Inc. into an account which is the subject of the receivership.
- You have provided me evidence of a wire transfer on July 16, 1998 in the amount of \$900,000.00 from Oval Pacific Telesys Corp. to the Sterling Management Services account at the Bank of Butterfield. However, the bank records that I currently have

available to me from the Bank of Butterfield do not show a receipt of these funds. I am missing a couple of pages and perhaps the transfer will be revealed once I obtain the additional bank records. Until I obtain those records this claim will have to remain pending except as discussed further below.

- You have provided me evidence of a wire transfer on April 29, 1998 in the amount of \$800,000.00 by Oval Pacific Telesys Corp. to an account in the name of Sterling Management Services, Inc. at Barclays Bank, Turks and Caicos. This account is not part of the receivership proceedings as of this time and, therefore, cannot be allowed at this time. I anticipate being appointed as receiver for Sterling Management Services, Inc. in the near future and at that time I will be able to reconsider this claim as a claim against Sterling Management Services, Inc.
- You have provided me evidence of a wire transfer on July 24, 1998 in the amount of \$99,925.00 from your account at the Excelsior Bank & Trust to Sterling Management Services, Inc.'s account at Bank of Butterfield. Subject to the offsets discussed below, I will be in a position to allow this claim.
- You have provided me with evidence of a wire transfer on August 24, 1998 in the amount of \$599,925.00 from your account at Excelsior Bank & Trust to Sterling Asset Services, Ltd.'s account at the Allied Bank Dunbar. Subject to the offsets discussed below, I will be in a position to allow this claim. The reconciliation which you sent to me along with the other materials regarding your Excelsior Bank & Trust account is "blacked out" in a number of places. I need you to send me an un-redacted version of the reconciliation.
- The records currently available to me reflect that on August 6, 1998, Sterling Management Services, Inc. sent a wire transfer to your account at Excelsior Bank & Trust in the amount of \$1,256,000.00 from its account at Bank of Butterfield. Accordingly, if I allow each of the wire transfers discussed above (excluding the \$800,000.00 Belize Bank, Ltd. transaction and the \$800,000.00 Barclays Bank transaction which are not part of this receivership) as valid claims, your total claim would be \$1,699,850.00. Against that there is an offset of \$1,256,000.00 giving you a net claim of \$443,850.00.
- The bank records available to me indicate that on August 3, 1998 a wire transfer was made to the Bank of Butterfield in the amount of \$80,000.00 by something the Bank identified as Oval Insurance Services. Does this have anything to do with you. If so, please send me the evidence of the wire transfer.

February 24, 2003

Page 3

- The bank records available to me indicate that on August 3, 1998 a wire transfer was made to the Bank of Butterfield in the amount of \$200,000.00 by Oval Pacific. Does this have anything to do with you. If so, please send me evidence of the wire transfer.

One of the documents you sent to me (a copy of which is attached hereto as Exhibit A) reflects that during the application process with regard to one of these fraudulent programs that you were a pastor with an annual salary of \$50,000.00 and a net worth of \$3 million. I am troubled by how someone with that type of income can be making these types of transfers and claiming it to be their own money. My belief is still that some of this money, if not a substantial portion of it, belongs to other people and I renew my request to you to provide that information to me. One of the ways that I can be convinced otherwise is for you to provide to me copies of your bank records with respect to your account at Mellon Bank from which these transfers were initiated. I ask that you do so as soon as possible. Of course, my alternative is simply to subpoena those bank records myself.

Please contact me as soon as your schedule permits to discuss this matter further.

Very truly yours,



Michael J. Quilling

MJQ/lms

cc: Bill Brafford, U.S. Attorney's Office
Rodney Alexander
Jennifer Leong
Milo Segner
Dee Raibourn (of the Firm)
Laura Scurlock (of the Firm)
Steve Tomasky (of the Firm)



CAESAR FUNDING GROUP

Ross P. Richardson

La Jolla, California

Corey D. Salankey

930 Via Mil Cumbres

Suite 36

Solana Beach, California

APPLICATION
CAESAR FUNDING GROUP TRUST
GLOBAL RICHES, ECONOMICS AND TREASURES (GREAT)

CONFIDENTIAL INVESTOR INFORMATION

Full Name: Oban John Valentine
Account Name: D. John VALENTINE
Physical Mailing Address: POB 80517, San Diego, CA 92138-0517
Residence Address: _____
Occupation: Factor + Entrepreneur
Employer: Self
Employer's Address: _____

Phones: Home 619-470-8289 Fax 619-479-1973
Work _____ Fax _____
U.S. Resident Overseas Resident _____ DOB 06/16/68 Marital Status Single

OPENING ACCOUNT INFORMATION

- 1. Have you ever traded currencies, securities, commodities, futures, options? Yes
- 2. Annual Income \$50,000 Net Worth \$5,000,000 Initial Deposit \$100,000.00
- 3. Primary Beneficiary ISAIAH VALENTINE and JOY TRUST
- 4. Secondary Beneficiary Charity J. VALENTINE
- 5. You appoint CFG and Great as fiduciary agent who is your attorney-in-fact to manage your account and transact with traders, brokerage houses and banks.
- 6. You agree to hold CFG and GREAT harmless for market fluctuations or trading limitations but for full accountability of funds entrusted in their care.
- 7. You agree to allow CFG and GREAT ninety (90) days (from wire confirmation) to enter a contract and sixty (60) days (from receipt of request) to liquidate a contract.

Please sign and return to: Caesar Funding Group

La Jolla, California 92037

[Signature] Sept. 30, 1998
Applicant Number 1 Date Applicant Number 2

