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JAN 31 2007

JAMES L. HATTEN, Clerk
By: *[Signature]*
Deputy Clerk

UNITED STATES DISTRICT COURT
for the NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

<p>COMMODITY FUTURES TRADING COMMISSION,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>LAKE DOW CAPITAL, LLC, a.k.a. CLIFFORD, EDWARDS, AND TAYLOR, and TY EDWARDS</p> <p>Defendants.</p>

Civil Action No.:
1:05-CV-2709/Cooper

**CONSENT ORDER OF PERMANENT INJUNCTION AND
ANCILLARY EQUITABLE RELIEF**

On October 19, 2005, the United States Commodity Futures Trading Commission ("Commission" or "CFTC") filed the Complaint in this civil action against Defendants Ty Edwards ("Edwards") and Lake Dow Capital, LLC a.k.a. Clifford, Edwards, and Taylor ("Lake Dow/CET"). The Complaint seeks injunctive and other legal and equitable relief for violations of the antifraud provisions of the Commodity Exchange Act, as amended ("Act"), 7 U.S.C. § 1 *et seq* (2002)., and the Commission Regulations promulgated thereunder, 17 C.F.R. § 1.1 *et seq.* (2004).

I.

CONSENT AND AGREEMENT

To effect settlement of this action without a trial on the merits or further judicial proceedings, Defendants Edwards and Lake Dow/CET (also collectively referred to herein as "the Defendants") consent to the entry of this *Consent Order Of Permanent Injunction and Ancillary Equitable Relief* ("Order"). By consenting to this Order, Edwards and Lake Dow/CET: (1) acknowledge service upon them of the summons and complaint in this action; (2) admit this Court's personal and subject matter jurisdiction over them and this action; and (3) admit that venue properly lies with this Court.

Edwards and Lake Dow/CET waive: (1) all claims that they may possess under the Equal Access to Justice Act ("EAJA"), 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000), relating to or arising from this action and any right under EAJA to seek costs, fees, and other expenses relating to or arising from this proceeding; (2) any claim of Double Jeopardy based upon the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief; and (3) all rights of appeal from this Order.

By consenting to the entry of this Order, Edwards and Lake Dow/CET neither admit nor deny the allegations of the Complaint or the Findings of Fact contained in this Order, except as to jurisdiction and venue, which they admit. Edwards and Lake

Dow/CET do not consent to the use of this Order, or the findings of fact or conclusions of law, as the sole basis for any other proceeding brought by or involving the CFTC, other than a proceeding in bankruptcy relating to Edwards and Lake Dow/CET, or to enforce the terms of this Order. Solely with respect to any bankruptcy proceeding relating to Edwards and Lake Dow/CET or any proceeding to enforce this Order, Edwards and Lake Dow/CET agree that the allegations of the Complaint and the findings in this Order shall be taken as true and correct and be given preclusive effect, without further proof. Furthermore, Edwards and Lake Dow/CET agree to provide immediate notice to this Court and the CFTC by certified mail of any bankruptcy proceeding filed by, on behalf of, or against them. No provision of this Order shall in any way limit or impair the ability of any person to seek any legal or equitable remedy against Edwards, Lake Dow/CET, or any other person in any other proceeding.

Edwards and Lake Dow/CET agree that they, and their agents or employees acting under their authority or control: (1) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or finding or conclusion contained in this Order, or creating, or tending to create, the impression that this Order is without a factual basis; and (2) shall not take any action or make or permit to be made any public statement denying, directly or indirectly, any of the findings or conclusions in this Order or creating, or tending to

create, the impression that any allegation in the complaint or this Order is without factual basis, and Edwards and Lake Dow/CET shall undertake all steps necessary to ensure that all of their agents and employees understand and comply with this agreement. Nothing in this provision shall affect Edwards and Lake Dow/CET's: (1) testimonial obligations; or (2) right to take legal positions in other proceedings in which the CFTC is not a party.

Edwards and Lake Dow/CET consent to the continued jurisdiction of this Court for the purpose of determining the amounts of restitution and civil monetary penalties to be paid by them and enforcing the terms and conditions of this Order. Edwards, individually and on behalf of Lake Dow/CET, affirms that he has read this Order and agrees to this Order voluntarily, and that no promise or threat of any kind has been made by the CFTC or any member, officer, agent, or representative thereof, or by any other person, to induce his consent to this Order, other than as set forth specifically herein.

II.

FINDINGS AND CONCLUSIONS

A. Findings of Fact

1. Plaintiff **Commodity Futures Trading Commission** is a federal independent regulatory agency charged with the administration and enforcement of

the Act, 7 U.S.C. §§ 1 et seq. (2002), and the Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1 et seq. (2004).

2. Defendant **Lake Dow Capital, LLC** is a business entity organized in Delaware, with a principal place of business in McDonough, Georgia. It previously was organized under the name Clifford, Edwards, and Taylor (“CET”) on May 24, 2002. CET was registered with the Commission as a commodity pool operator (“CPO”) and commodity trading adviser (“CTA”) beginning on July 17, 2002, which registrations remain in effect. Delaware corporate filings show that it changed its name to Lake Dow Capital, LLC on June 7, 2005. Commission registration records identify it as “Lake Dow Capital LLC, a.k.a. Clifford, Edwards, and Taylor.”

3. Defendant **Ty Edwards** is an individual residing in McDonough, Georgia. Since at least August 2004, Edwards has been the sole principal and controlling person of Lake Dow/CET and at all times Edwards was responsible for the trading of the commodity pool operated by that entity. Edwards was the sole registered principal and was registered with the Commission as an associated person (“AP”) of Lake Dow/CET until June 2006, which registration remains in effect.

4. On or about July 17, 2002, Lake Dow/CET commenced operations as a CPO. Around the same time, Lake Dow/CET created Aurora Investment Fund, LP (“Aurora Fund” or “the Fund”), a hedge fund and commodity pool. Lake Dow/CET acted as the CPO and general partner of the Aurora Fund. From at least August 2004,

Edwards has been the sole owner, principal and controlling person of Lake Dow/CET and the Aurora Fund. Even prior to August 2004, Edwards had significant, if not total, control from the time Lake Dow/CET and the Aurora Fund were established in 2002.

5. Edwards, individually and by and through agents, solicited prospective pool participants and clients, *i.e.*, investors, to become limited partners in the Aurora Fund. Edwards engaged in such solicitations through the use of the U.S. mail or through other means of interstate commerce. Investors were instructed to wire funds to an account at People's Bank & Trust, "for further credit to" a second account in the name of Aurora Fund. Investments made by check were to be made payable to Aurora Fund. At all times, Edwards was the sole signatory and controlling person of all Aurora Fund accounts.

6. In addition to soliciting investors to invest as limited partners in the Aurora Fund, the Defendants also solicited persons to invest in Lake Dow/CET where funds were purportedly pooled with other Lake Dow/CET investments and, in turn, invested into the Aurora Fund. From at least August 2004, all investor deposits to Lake Dow/CET were deposited in a bank account at People's Bank and Trust that was controlled solely by Edwards.

7. From August 2002 until the end of 2004, investments were obtained primarily from friends and family, with other investments coming through a broker in

Florida. At the end of 2004, the amount of funds invested with the Defendants totaled approximately \$4,000,000.

8. In late 2004, Edwards approached Wellstone Capital Management LLC (“Wellstone”), a registered broker-dealer, about offering investments in the Aurora Fund to its clients. Wellstone ultimately offered both the direct Aurora Fund investment and the Lake Dow/CET investment in the Aurora Fund to its clients. Edwards established a minimum capital contribution of \$250,000 for an investment directly into the Aurora Fund. For investment into Lake Dow/CET, where the funds would be pooled with other Lake Dow/CET investors and invested in the Aurora Fund, Edwards required a minimum investment of \$50,000. Some Wellstone brokers invested their own money either directly in the Aurora Fund or through LakeDow/CET. From December 2004 through August 2005, primarily through the efforts of the Wellstone brokers, investments in the Aurora Fund skyrocketed, with the Defendants raising in excess of \$16,000,000 in investments in the 9-month time period.

9. In total, from July 2002 to September 2005, the Defendants received more than \$26,000,000 from investors intending to participate in the Aurora Fund, of which approximately \$2,500,000 was paid back to investors prior to the filing of the Complaint. By September 2005, at least 66 individuals were direct limited partners in the Aurora Fund. Forty-four (44) of these sixty-six (66) investors used funds from

their personal Individual Retirement Accounts ("IRA accounts") to invest in the Aurora Fund. An additional 153 individuals and entities invested in the Aurora Fund through Lake Dow/CET. Most of the Lake Dow/CET investors deposited their funds directly in the Lake Dow/CET account controlled by Edwards.

10. Despite representations that investments in Lake Dow/CET would be used to participate in the Aurora Fund, more than \$1,800,000 in funds deposited by investors into Lake Dow/CET were never invested into the Aurora Fund trading account and instead were paid directly to, or used for the benefit of, Edwards. Even if one were to assume that Defendants were entitled to commissions pursuant to documentation provided to investors, Edwards fraudulently misappropriated in excess of \$1,000,000 in investor funds deposited into the Lake Dow/CET account by October 19, 2005.

11. In addition, the Aurora Fund sustained significant losses primarily from futures trading conducted solely by Edwards. During the operation of the Aurora Fund, the Fund sustained losses of approximately \$3,435,485 from the trading of futures contracts. These losses were only partially offset by gains of approximately \$1,226,907 from funds invested in equities. The Futures Commission Merchant ("FCM") where the Aurora Fund accounts were located from August 2004 forward, provided Edwards with information both orally and in writing that communicated the

significant losses in the futures account, and the overall decrease in value of all the funds under management.

12. Account statements prepared by the Defendants and sent to clients falsely showed net gains in the Aurora Fund. These account statements were prepared by an administrator hired by Edwards. The administrator entered the performance amounts Edwards reported directly to her. Both direct Aurora Fund investors and Lake Dow/CET investors received false statements from the Defendants showing a similar percentage of profitable returns on their investment. For example, March and June 2005 account statements were prepared for direct Aurora Fund and Lake Dow/CET investors, with the March statements reporting return of 6.95 percent for the first quarter of 2005, and the June statements reporting a 13.36 percent return on investment for the first six months of 2005. However, contrary to the profits reported on investor account statements, the Aurora Fund was losing millions in the futures market with overall net losses. Furthermore, the statements provided to the Lake Dow/CET investors did not reflect the hundreds of thousands of dollars Edwards misappropriated from the Lake Dow/CET account instead of investing in the Aurora Fund

13. Although Edwards knew that the Aurora Fund was losing money, the recordkeeping for that fund was in such disarray that it was impossible for Edwards, or even accounting professionals, to perform a proper accounting of the Aurora Fund.

Funds raised from investors were commingled and Edwards did not keep track of profits and losses, or of expenses and commissions. The recordkeeping and accounting issues were evident to Edwards before he approached Wellstone to solicit customers for the Aurora Fund.

14. Edwards made material misrepresentations regarding the Aurora Fund's trading performance and its assets under management. Specifically, Edwards represented to actual and prospective clients that the Aurora Fund had consistently generated positive returns, on an annual basis, for 2003 and 2004. He also represented that the Aurora Fund had generated positive returns through August 2005 without any losing month. These representations were false. Edwards provided the Wellstone brokers with marketing materials for both the Aurora Fund and Lake Dow/CET investment, and these materials in turn were provided to investors. These materials falsely represented that the Aurora Fund had enjoyed significant profitability. Edwards made such representations through the use of the U.S. mail or through other means of interstate commerce.

15. Edwards falsely represented to Wellstone agents that the Aurora Fund had upwards of \$50 million under management and falsely represented to other actual and prospective pool participants and clients that in 2004 Lake Dow/CET managed approximately \$100 million in the Aurora Fund, and that as of September 2005, it managed approximately \$60 million. These statements were false and misleading.

Edwards made such representations through the use of the U.S. mail or through other means of interstate commerce.

16. In materials provided through the U.S. mail or through other means of interstate commerce, Edwards willfully failed to disclose or caused others to fail to disclose material facts to actual and prospective Aurora Fund participants and clients. For example, Edwards failed to disclose the fact that he was a named defendant in a CFTC civil injunctive action alleging fraud, filed in July 2003. *See CFTC v. Risk Capital Trading Group, Deron Baugh, Tyrone Edwards, et. al*, Case No. 103 CV-2633 (N.D. GA 2003). Aurora Fund investors would have considered such information important to their decision of whether to invest in that fund.

17. In materials provided through the U.S. mail or through other means of interstate commerce, Edwards also failed to disclose to actual and prospective Aurora Fund investors the fact that the rates of return, or performance returns, Edwards attributed to the Aurora Fund were not based upon any actual financial documents, actual performance results, or analysis thereof. Aurora Fund investors would have considered such information important in deciding whether to invest in that fund.

18. In materials provided through the U.S. mail or through other means of interstate commerce, Edwards also failed to disclose to actual and prospective Aurora Fund investors the fact that he was misappropriating funds deposited into Lake

Dow/CET. Aurora Fund investors that invested through Lake Dow/CET would have considered such information important in deciding whether to invest in that fund.

19. Lake Dow/CET is required to provide the National Futures Association (“NFA”) with an Annual Report pursuant to Commission Regulation 4.22(c). The NFA is a registered futures association designated as such under the Act. Lake Dow/CET failed to provide its Annual Report to the NFA for the years 2003 and 2004.

20. On or about September 6, 2005, NFA representatives, in furtherance of their duties, questioned Edwards about what appeared to be large deposits from investors made to Lake Dow/CET’s bank account. Edwards stated that these deposits were investments made by participants in the Aurora Fund that were inadvertently sent to Lake Dow/CET’s account. However, during a later conversation on September 12, 2005, Edwards inconsistently stated that these deposits were capital contributions from another class of investors who were actually investing in Lake Dow/CET; Edwards claimed that the purpose of such investments were to provide funding for Lake Dow/CET and to “help grow the Aurora investment.”

21. NFA representatives, in furtherance of their duties, asked Edwards how many individuals or entities had invested in Lake Dow/CET and requested that Edwards identify these individuals. Edwards replied that he did not know and that he could not even estimate the number. He also stated that he was unaware of who the

investors were. He stated that he would provide the NFA with the identities of the Lake Dow/CET investors and the size of their investments.

22. Beginning on September 6, 2005, Edwards willfully concealed from the NFA the identities of Lake Dow/CET investors. Edwards had arranged for Wellstone to sell the Lake Dow/CET investment and was personally aware of more than \$7,000,000 collectively deposited by these investors in the Lake Dow/CET account that Edwards controlled. The identity of Lake Dow/CET investors was material to the NFA in assisting them in determining whether Edwards or Lake Dow/CET had complied with the Act and Commission Regulations. On or about October 7, 2005, legal counsel for Edwards disclosed the identities of the Lake Dow/CET investors to the NFA.

B. Conclusions of Law

23. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which provides that whenever it shall appear to the CFTC that any person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order promulgated thereunder, the CFTC may bring an action against such person to enjoin such practice or to enforce compliance with the Act.

24. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because Edwards resides in and transacted Lake Dow/CET

business in the Northern District of Georgia, and the acts and practices in violation of the Act occurred within this District, among other places.

25. Lake Dow/CET acted as a CPO in that it engaged in a business that is of the nature of an investment trust, syndicate, or similar form of enterprise and in connection therewith, has solicited, accepted or received funds, securities or property from others for the purpose of trading in any commodity for future delivery on or subject to the rules of any contract market or derivatives transaction execution facility, as defined in Section 1a(5) of the Act, 7 U.S.C. § 1a(5).

26. Lake Dow/CET acted as a CTA in that it, for compensation or profit, advised others as to the value of or the advisability of trading in commodity futures, as defined in Section 1a(6) of the Act, 7 U.S.C. § 1a(6).

27. Edwards acted as an AP and principal of Lake Dow/CET, a registered CPO and CTA, and his conduct alleged above occurred within the scope of his employment with Lake Dow/CET.

28. By the conduct described in Section IIA above, Edwards and Lake Dow/CET directly or indirectly employed a device, scheme, or artifice to defraud commodity pool participants in violation of Section 4o(1)(A) of the Act, 7 U.S.C. § 6o(1)(A).

29. By the conduct described in Section IIA above, Edwards and Lake Dow/CET directly or indirectly engaged in transactions, practices or a course of

business which operate as a fraud or deceit upon commodity pool participants in violation of Section 4o(1)(B) of the Act, 7 U.S.C. § 6o(1)(B).

30. By the conduct described in Section IIA above, Edwards willfully concealed material information from a national futures association acting in furtherance of its duties, thereby violating Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4).

31. Lake Dow/CET never filed an Annual Report to the NFA for the pools it operated for the years 2003 and 2004, thereby violating Commission Regulation 4.22(c), 7 C.F.R. § 4.22(c) (2004).

32. Edwards, directly or indirectly, controlled Lake Dow/CET and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting Lake Dow's/CET's violations. Edwards is thereby liable for Lake Dow's/CET's violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

33. In each of the actions described above, Edwards acted for Lake Dow/CET within the scope of his employment or office. Accordingly, Lake Dow/CET is also liable for Edwards' conduct pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

III.

PERMANENT INJUNCTION

This Court, being fully advised in the premises, finds that there is good cause for the entry of this Order and that there is no just reason for delay. This Court therefore directs the entry of a permanent injunction, orders Edwards and Lake Dow/CET to pay restitution and a civil monetary penalty in amounts to be determined at a later date, and orders other equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

A. IT IS HEREBY ORDERED that Edwards and Lake Dow/CET, along with any of their agents, servants, employees or assigns and persons in concert or participation with them who receive actual notice of this Order by personal service or otherwise, and all other persons or entities served with a copy of this Order, are permanently restrained, enjoined, and prohibited from directly or indirectly:

1. While acting as a CPO, CTA, or an AP of a CPO or CTA, employing a device, scheme, or artifice to defraud commodity pool participants, or engaging in a transaction, practice or a course of business which operates as a fraud or deceit upon commodity pool participants, in violation of Section 4o(1) of the Act, including, but not limited to, conduct such as that set forth in Section IIA above;

2. Willfully concealing material information from a registered futures association acting in furtherance of its duties in violation of Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4); and

3. Failing to submit annual reports to the National Futures Association required to be filed under Commission Regulation 4.22(c), 17 C.F.R. § 4.22(c) (2004).

B. IT IS HEREBY FURTHER ORDERED that Edwards and Lake Dow/CET are permanently restrained, enjoined, and prohibited from directly or indirectly engaging in any activity related to trading in any commodity, as that term is defined in Section 1a(4) of the Act, 7 U.S.C. § 1a(4) (“commodity interest”), including but not limited to, the following:

1. Trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29);

2. Engaging in, controlling, or directing the trading of any futures or options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise;

3. Soliciting or accepting any funds from any person in connection with the purchase or sale of any commodity interest contract;

4. Placing orders or giving advice or price quotations, or other information in connection with the purchase or sale of commodity interest contracts for themselves and others;

5. Introducing customers to any other person engaged in the business of commodity interest trading;
6. Issuing statements or reports to others concerning commodity interest trading;
7. Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC, except as provided for in CFTC Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9), or acting as a principal, agent, officer or employee of any person registered, required to be registered, or exempted from registration, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9); and
8. Engaging in any business activities related to commodity interest trading.

IV.

RESTITUTION AND CIVIL MONETARY PENALTY

IT IS HEREBY ORDERED that Edwards and Lake Dow/CET shall comply fully with the following terms, conditions and obligations relating to the payment of restitution and civil monetary penalty:

A. RESTITUTION

1. Edwards, jointly and severally with the other Defendant in this action, shall make full restitution, plus pre- and post-judgment interest, to all persons who

gave funds, either directly or indirectly, to Defendants as a result of the course of illegal conduct alleged in the Complaint. The restitution amount is to be determined at a later date by agreement between the CFTC and Edwards within one hundred twenty (120) days of the termination of the court-appointed receivership in this case, or as soon as possible thereafter by the Court after an evidentiary hearing. Pre-judgment interest shall be determined by using the underpayment rate established quarterly by the Internal Revenue Service pursuant to 26 U.S.C. § 662(a)(2) from December 2002 to the date of this Order. Post-judgment interest shall be determined by using the Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C. § 1961(a).

2. Payment procedure and distribution of restitution shall be determined by the Court at a later date.

B. CIVIL MONETARY PENALTY

1. Edwards, jointly and severally with the other Defendant in this action, shall pay a civil monetary penalty. The amount of the civil monetary penalty is to be determined at a later date by agreement between the CFTC and Edwards within one hundred twenty (120) days of the termination of the court-appointed receivership in this case, or as soon as possible thereafter by the Court after an evidentiary hearing. Upon satisfaction or other discharge of his restitution obligation, Edwards shall commence to pay the civil monetary penalty until the civil monetary penalty is paid in

full. Upon termination of the restitution and civil monetary penalty obligations, satisfaction of judgment will be entered.

2. Edwards shall make payment of civil monetary penalties by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, made payable to the Commodity Futures Trading Commission under cover of a letter that identifies Edwards and the name and docket number of this proceeding and sent to the following address:

**Commodity Futures Trading Commission
Division of Enforcement
ATTN: Marie Batement – AMZ-300
DOT/FAA/MMAC
6500 S. Macarthur Blvd.
Oklahoma City, OK, 73169**

Edwards shall simultaneously transmit a copy of the cover letter and the form of payment to the Director, Division of Enforcement, Commodity Futures Trading Commission, 1155 21st Street, NW, Washington, DC 20581.

V.

SCOPE OF ORDER

A. This Court shall retain jurisdiction of this cause to determine restitution and civil monetary penalties, assure compliance with this Order and for all other purposes related to this action. This Order shall be interpreted and enforced according to the Federal Rules of Civil Procedure, the Local Rules of the United States District Court

for the Northern District of Georgia, and all provisions of the Act and Commission Regulations, relating or referring to the obligations hereunder.

B. The following provisions shall apply to the terms and conditions of this Order:

1. **Notices:** Edwards shall provide the CFTC with written notice of all changes to his contact telephone number(s) and/or mailing address(es) within ten (10) calendar days of the change(s).
2. **Waiver:** The failure of any party to this Order or of any participant/investor at any time to require performance of any provision of this Order shall in no manner affect the right of the party or participant/investor to enforce the same or any other provision of this Order at a later time. No waiver in one or more instances of the breach of any provision contained in this Order shall be deemed or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Order.
3. **Acknowledgements:** Upon being served with a copy of this Order after entry by this Court, Edwards shall sign an acknowledgment of service and serve the acknowledgment on this Court and the CFTC within seven (7) calendar days.
4. **Invalidation:** If any provision, or the application of any provision of this Order is held invalid, the remainder of this Order and the application of

the provision to any other person or circumstance shall not be affected by the holding.

5. **Integration:** Nothing shall serve to amend or modify this Order in any respect, unless: (1) reduced to writing; (2) signed by all parties hereto; and (3) approved by order of this Court.
6. **Authority:** Edwards warrants that he is a corporate representative of Lake Dow/CET, that this Consent Order has been duly authorized by Lake Dow/CET, and he has been duly empowered to sign and submit it on behalf of Lake Dow/CET.

Done and Ordered this 31st day of January 2007, at Atlanta,
Georgia.

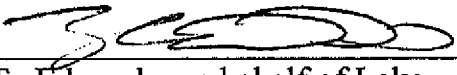

UNITED STATES DISTRICT JUDGE

Order of Permanent Injunction and Ancillary Equitable Relief consented to and approved for entry by:



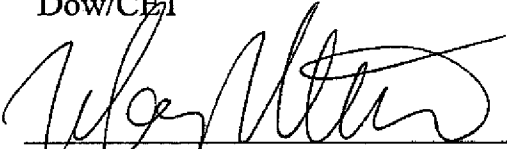
Ty Edwards, individually

Dated: 12/19/06,
2006



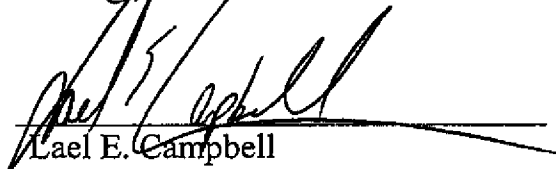
Ty Edwards, on behalf of Lake
Dow/CBT

Dated: 12/19/06,
2006



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Dated: 12/21/06,
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Dated: 1/30/06,
2006