

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

GEOFFREY A. GISH; WESTON RUTLEDGE
FINANCIAL SERVICES, INC.; ZAMINDARI
CAPITAL, LLC; LEXINGTON INTERNATIONAL
FUND, LLC a/k/a LEXINGTON INTERNATIONAL
FUND, INC.; AND OXFORD ADAMS CAPITAL, LLC,

Defendants.

Civil Action No.
1-06-CV-1171-CC

**CONSENT OF DEFENDANT
GEOFFREY A. GISH**

1. Defendant Geoffrey A. Gish ("Gish"), without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which Gish admits), hereby consents to the entry of the Final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Gish from violation of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5

promulgated thereunder [17 C.F.R. § 240.10b-5], Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933 [15 U.S.C. § 77e(a), 77e(c) and 77q(a)] and Sections 206(1) and (2) of the Investment Advisers Act of 1940 (“Advisers Act”) [15 U.S.C. 80b-6(1) and (2)];

- (b) orders Gish to pay \$1,300,113.73, representing Plaintiff’s claim for disgorgement plus prejudgment interest, which, upon execution of this consent, is hereby determined to be the complete and final amount of the disgorgement claim arrived at, calculated and agreed to, by the court-appointed Receiver in this matter; and
- (c) orders Gish to pay \$120,000 in satisfaction of Plaintiff’s claim for a civil penalty under Section 20(d) of the Securities Act [15 U.S.C. 77t(d)], Section 21(d)(3) of the Exchange Act [15 U.S.C. 78u(d)(3)] and Section 209(e) of the Advisers Act [15 U.S.C. 80b-9(e)].

2. Gish agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any funds paid to by Gish to satisfy the Plaintiff’s claim for civil penalties pursuant to the Final

Judgment, regardless of whether such amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Gish further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any amounts that Gish pays pursuant to the Final Judgment, regardless of whether such amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

3. Gish waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Gish waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Gish enters into this Consent voluntarily and represent that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Gish to enter into this Consent.

6. Gish agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Gish will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

8. Gish waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Gish of its terms and conditions.

9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Gish in this civil proceeding. Gish acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Gish waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Gish further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the

injunction in this action, Gish understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

10. Gish understands and agrees to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Gish agrees: (i) not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent, Gish hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint. If Gish breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. The Commission, Gish and the Court-Appointed Receiver in this matter agree that nothing herein shall (i) affect Gish's testimonial obligations; or (ii) limit, prejudice or restrict Gish's right to take any legal or factual positions with respect to any allegations in the complaint in other legal proceedings in which the Commission is not a Party, including, but not limited to, subsequent criminal proceedings or subsequent civil matters against third parties.

11. Gish hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other

provision of law to pursue reimbursement of attorney's fees or other fees, expenses, or costs expended by Gish to defend against this action. For these purposes, Gish agrees that he is not the prevailing party in this action since the parties have reached a good faith settlement.

12. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Gish (i) agrees to appear and be interviewed by Commission staff at such times and places as the Gish and the Commission agree upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission or the Receiver for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff or the Receiver; (iii) appoints Gish's undersigned attorney as agent to receive service of such notices and subpoenas, unless and until a different attorney files a notice of appearance in this action, at which time Gish appoints that attorney as his agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas by the Commission and the Receiver, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the Commission reimburses Gish's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to

personal jurisdiction over Gish in any United States District Court for purposes of enforcing any such subpoena.

13. Gish agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

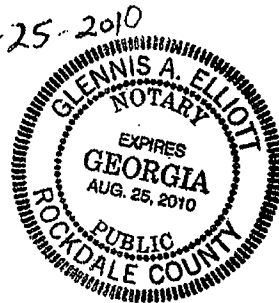
14. Gish agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 6 Nov 2006

Geoffrey A. Gish
Geoffrey A. Gish

On November 6, 2006, Geoffrey A. Gish, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

Glennis Elliott
Notary Public
Commission expires: 8-25-2010



Approved as to form:

Mark G. Frigg
Mark G. Frigg
Attorney for Defendant Geoffrey A. Gish