

Commission concerning Defendant's assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall be whether the financial information provided by Defendant was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In any such petition, the Commission may move the Court to consider all available remedies, including but not limited to ordering Defendant to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of the Court's Final Judgment. The Commission may also request additional discovery. Defendant may not, by way of defense to such petition: (1) challenge the validity of this Consent or the Final Judgment; (2) contest the allegations in the complaint; (3) assert that payment of disgorgement, pre-judgment or post-judgment interest, or a civil penalty should not be ordered; (4) contest the amount of disgorgement or pre-judgment or post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including but not limited to any statute of limitations defense.

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

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

6. Defendant enters into this Consent voluntarily and represents 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 Defendant to enter into this Consent.

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

8. Defendant 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.

9. Defendant 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 Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

10. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only claims asserted against Defendant in this civil proceeding. Defendant 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. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant 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, Defendant understands that he shall not be permitted to contest the factual allegations of the complaint in this action.

11. Defendant 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, Defendant 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, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the complaint. If Defendant breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket with respect to Defendant. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings, privately or publicly, in which the Commission is not a party.

12. Defendant 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 seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,

expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement of this part of the action against him.

13. 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, Defendant (i) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (ii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iii) with respect to such notices and subpoenas, 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 party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (iv) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena

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

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

[continued on next page]

Dated: 2-18-09

[Signature]
John H. Lohmeier

On 18th, 2009, John H Lohmeier, a person known to me,
personally appeared before me and acknowledged executing the foregoing Consent.



[Signature]
Notary Public
Commission expires: 7-10-2010

Approved as to form:
[Signature]
Pravin B. Rao
Perkins Coie
131 South Dearborn Street
Suite 1700
Chicago, IL 60603

Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$2,012,748, representing profits gained and/or losses avoided as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$198,852, for a total of \$2,211,600. Based on Defendant's sworn representations in his Statement of Financial Condition dated October 16, 2008, and other documents and information submitted to the Commission, the Court is not ordering Defendant to pay a civil penalty. Defendant shall transfer to the Receiver appointed by the Court in this action, Phillip Stern, for distribution to Enterprise Trust Company ("Enterprise") clients, pursuant to a plan of distribution approved by the Court on October 7, 2008 (docket entry 171), his interest in the following assets and claims:

1. Desert Hills Bank Stock, 90,645 shares, subject to these shares being used as collateral toward the payoff of one-half of the outstanding principal, interest and

other fees and expenses due on the promissory note with Leaders Bank dated March 24, 2006;

2. Carson River Bank stock, 18,270 shares (reflected in SunGard account 8807);
3. Carson River Bank warrants, 9,135 shares (reflected in SunGard account 6057);
4. Penguin Computing stock, 200,000 shares (reflected in SunGard account 6057);
5. RG America stock, 83,333 shares (reflected in SunGard account 6057);
6. Valley Capital Bank stock, 4,955 shares (reflected in SunGard account 6057), plus 16,835.67 shares (reflected in SunGard account 8801);
7. All of John Lohmeier's interest in any loans purportedly made by John Lohmeier to Rebecca A. Townsend, and all proceeds from any payments made in the past or the future from Townsend to Lohmeier in connection with such loans;
8. All of John Lohmeier's interest in any claimed assets held by Enterprise, including any interest he has in any assets reflected in accounts 6057, 6094, 8801 and 8807;
9. All interest in any equity or beneficial ownership interest John Lohmeier claims to have in Enterprise;
10. All of John Lohmeier's interest in any claimed loans or other debts owed by Enterprise to John Lohmeier, including John Lohmeier's interest in company loans to Enterprise reflected in SunGard account 6057;
11. All of John Lohmeier's interest in any assets held in the name of Enterprise;
12. All of John Lohmeier's interest in any claims of any kind against Enterprise;
13. Balance in TCF Checking Account No. 1876450586 (approximately \$10,000);

and

14. \$50,000, which represents John Lohmeier's interest in the funds held in Charter One Bank money market account number ending 0032.

The Receiver will liquidate these assets and claims in satisfaction of Defendant's disgorgement and prejudgment interest obligations. If, after liquidation of all assets listed above, the Defendant's assets and claims do not fully satisfy Defendant's \$2,211,600 disgorgement and prejudgment interest obligations, the Commission will waive the outstanding balance. In the event that the Defendant does not turn over all of assets listed above, the Defendant shall also pay post-judgment interest on any delinquent amounts pursuant to 28 U.S.C. §1961.

Defendant shall timely execute, at the request of the Receiver, all documents necessary to transfer title, without encumbrances, of the foregoing assets to the Receiver. Transfers or assignments by Defendant of assets to the Receiver, as specified in this Section, shall be made pursuant to specifications to be provided to Defendant's counsel by the Receiver. Payments made in satisfaction of this order shall be made by cashier's check to "Phillip L. Stern as Receiver for Enterprise Trust Company," and delivered to the Receiver by the required date, along with a cover letter identifying the case name, case number, and name of Defendant. Defendant shall simultaneously transmit photocopies of each such payment and letter to the Commission's counsel in this action. Defendant relinquishes all legal and equitable right, title, and interest in such payments, assignments or transfers of interest, and no part of the funds shall be returned to Defendant. The Receiver shall use all assets transferred by Defendant in satisfaction of this Final Judgment, net of the Receiver's reasonable expenses, for distribution to Enterprise Trust Company clients, pursuant to a plan of distribution to be approved by the Court.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by moving for civil contempt (and/or through other collection procedures authorized by law) at any time after ten days following entry of this Final Judgment. In response to any such civil contempt motion by the Commission, the defendant may assert any legally permissible defense.

The determination not to impose a civil penalty and to waive a portion of the disgorgement and pre-judgment interest amount is contingent upon the accuracy and completeness of Defendant's Statement of Financial Condition. If at any time following the entry of this Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning his assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall be whether the financial information provided by Defendant was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Defendant to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment. The Commission may also request additional discovery. Defendant may not, by way of defense to such petition: (1) challenge the validity of the Consent or this Final Judgment; (2) contest the allegations in the Complaint filed by the

Commission; (3) assert that payment of disgorgement, pre-judgment and post-judgment interest or a civil penalty should not be ordered; (4) contest the amount of disgorgement and pre-judgment and post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense.

III.

IT IS FURTHER ORDERED that the Consent of Defendant John H. Lohmeier to Final Judgment is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

IV.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes, including enforcement of the terms of this Final Judgment

V.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: _____

UNITED STATES DISTRICT JUDGE