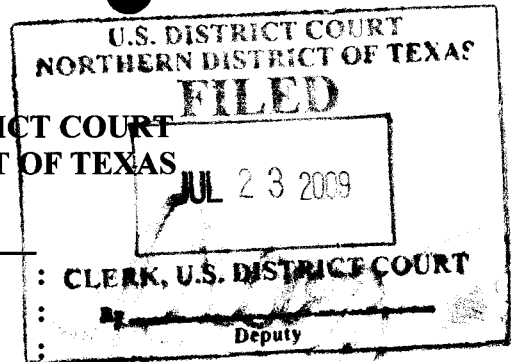


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

OVERSEA CHINESE FUND LIMITED
PARTNERSHIP, WEIZHEN TANG &
ASSOCIATES, INC., WEIZHEN TANG CORP.,
WINWIN CAPITAL MANAGEMENT, LLC,
WINWIN CAPITAL LIMITED PARTNERSHIP,
J.O.R. & ASSOCIATES, LLC, AND
WEIZHEN TANG,

Defendants,

and

WINWIN CAPITAL PARTNERS, LP,
BLUEJAY INVESTMENT LLC d/b/a VINTAGE
INTERNATIONAL INVESTMENT LLC,

Relief Defendants.

CONSENT OF WEIZHEN TANG,
OVERSEA CHINESE FUND LIMITED PARTNERSHIP,
WEIZHEN TANG & ASSOCIATES, INC., AND
WEIZHEN TANG CORPORATION

1. Weizhen Tang, Oversea Chinese Fund Limited Partnership, Weizhen Tang & Associates, Inc. and Weizhen Tang Corporation (collectively "Defendants"), waive service of a summons and the complaint in this action, enter a general appearance, and admit the Court's jurisdiction over Defendants and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which Defendants admit), Defendants hereby

consent to the entry of the Interlocutory Judgment in the form attached hereto (the "Interlocutory Judgment") and incorporated by reference herein, which, among other things, permanently restrains and enjoins Defendants from violations of Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933 and Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder and further enjoins Defendants Weizhen Tang and Weizhen Tang & Associates, Inc., from violating Sections 206(1), 206(2) and 206(4) of the Investment Advisers Act of 1940 and Rule 206(4) – 8 thereunder.

3. Defendants agree that, upon motion of the Commission, the Court shall determine whether it is appropriate to order disgorgement of ill-gotten gains and/or a civil penalty pursuant to 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)] and, if so, the amount(s) of the disgorgement and/or civil penalty. Defendants further agree that in connection with the Commission's motion for disgorgement and/or civil penalties, and at any hearing held on such a motion: (a) Defendants will not argue that Defendants did not violate the federal securities laws as alleged in the Complaint; (b) Defendants may not challenge the validity of this Consent or the Interlocutory Judgment; (c) solely for the purposes of such motion, the allegations of the Complaints shall be accepted as and deemed true by the Court; and (d) the Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence, without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. Defendants further agree that in connection with the Commission's motion for disgorgement and/or civil penalties, the parties may take

discovery, including discovery from appropriate non-parties. The agreement of the defendants to not contest the Commission's allegations in the future or to challenge the validity of this order in the future is made for the limited purpose of facilitating the resolution of this litigation between the Commission and the defendants, as well as any other proceeding initiated by the Commission against the defendants, and it is expressly understood that such agreement shall not be treated as an admission or a judicial admission by the defendants for any purpose, including but not limited to collateral estoppel, in any other civil lawsuit or criminal proceeding that may be brought in any forum in which the Commission is not a party.⁴ Defendants waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

5. Defendants waive the right, if any, to a jury trial and to appeal from the entry of the Interlocutory Judgment.

6. Defendants enter 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 Defendants to enter into this Consent.

7. Defendants agree that this Consent shall be incorporated into the Interlocutory Judgment with the same force and effect as if fully set forth therein.

8. Defendants will not oppose the enforcement of the permanent injunction on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waive any objection based thereon.

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

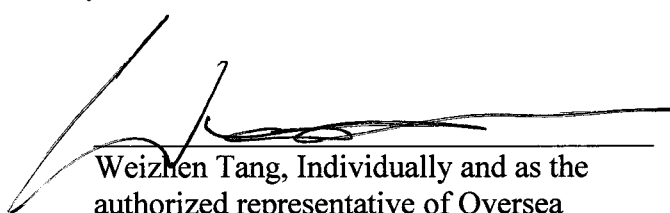
10. Defendants understand and agree to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Defendants agree: (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, Defendants hereby withdraw any papers filed in this action to the extent that they deny any allegation in the complaint. If Defendants breach this agreement, the Commission may petition the Court to vacate the Interlocutory Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendants': (i) testimonial obligations; or (ii) right to take legal or factual positions inconsistent with the allegations by the Commission in this litigation between the Commission and Defendants in litigation or other legal proceedings in which the Commission is not a party.

11. Defendants hereby waive 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 Defendants to defend against this action. For these purposes, Defendants agree that Defendants are not the prevailing party in this action since.

12. Defendants agree that the Commission may present the Interlocutory Judgment to the Court for signature and entry without further notice.

Dated: July 20, 2009


Weizhen Tang, Individually and as the
authorized representative of Oversea
Chinses Fund Limited Partnership, Weizhen
Tang & Associates, Inc., and Weizhen Tang
Corporation.

On July 20, 2009, WEIZHEN TANG, a person known to
me, personally appeared before me and acknowledged executing the foregoing Consent.

Commission expires:



Notary Public