

MAR 11 2016

TIM RHODES
COURT CLERK

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
<i>ex rel.</i> Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
v.)
)
2001 Trinity Fund, L.L.C. and)
Robert Arrowood,)
)
Defendants.)

Case No. CJ-2012-6164
Judge Roger Stuart

60

FINAL ORDER OF PERMANENT INJUNCTION

On this 11 day of March, 2016, this matter came before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma, for entry by consent of this *Final Order of Permanent Injunction* (Order). After a review of the pleadings and the parties' Agreement attached hereto as Exhibit 1 and made a part of this Order, this Court finds:

On September 28, 2012, Plaintiff filed a *Petition for Permanent Injunction and/or Other Equitable Relief* against Defendants Robert Arrowood and the 2001 Trinity Fund, L.L.C., in connection with the offer and/or sale of securities in and/or from the state of Oklahoma, pursuant to its authority under the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011). On November 20, 2012, Defendants filed their *First Amended Answer*. On July 13, 2013, this Court granted partial summary judgment to Plaintiffs, finding that the promissory notes sold by Defendants were securities under the Act.

Plaintiff alleged that the promissory notes sold by Defendant Arrowood were securities and that Defendant Arrowood violated Sections 1-301, 1-402 and 1-501 of the Act. This Court ruled that the promissory notes sold by Defendant were securities. Defendant Arrowood admits that, by selling the securities, he violated Section 1-301 and 1-402 of the Act. In the interest of resolving this matter, Plaintiff has agreed to dismiss the Section 1-501 claim.

This Order does not prohibit Defendant Arrowood from relying on the exclusion from the definition of "security" in Section 1-102 (32) of the Act wherein it provides that the term security:

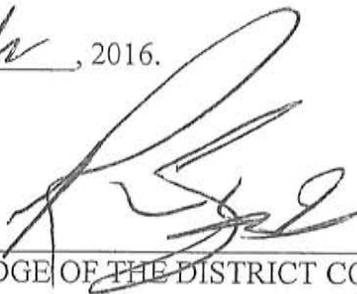
does not include an interest in an oil, gas or mineral lease as part of a transaction between parties, each of whom is engaged in the business of exploring for or producing oil and gas or other valuable minerals as an ongoing business or the execution of oil and gas leases by land, mineral and royalty owners in favor of a party or parties engaged in the business of exploring for or producing oil and gas or other valuable minerals.

IT IS HEREBY ORDERED that Defendants are permanently enjoined from, directly or indirectly, offering and/or selling any security, or transacting business as an agent, broker-dealer, investment adviser and/or investment adviser representative as defined under the Act, in and/or from the state of Oklahoma.

IT IS FURTHER ORDERED that Defendant Arrowood is enjoined from serving as an officer, director, manager or control person of an entity offering or selling in and/or from the state of Oklahoma any security as defined under the Act.

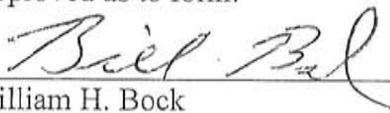
IT IS FURTHER ORDERED that the Court will retain jurisdiction of this matter for the purpose of enforcement of this Order.

Dated this 11 day of March, 2016.



JUDGE OF THE DISTRICT COURT

Approved as to form:

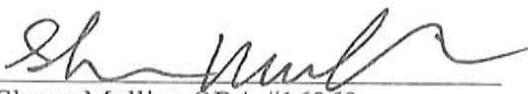


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Michelle L. Greene
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billybock@wbocklaw.com
Attorney for Defendant Robert Arrowood

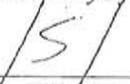
**CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT**

MAR 11 2016

TIM RHODES Court Clerk
Oklahoma County

Shaun Mullins OBA #16869
Gerri Kavanaugh OBA # 16732
Oklahoma Department of Securities
120 North Robinson, Suite 860
Oklahoma City, OK 73102
Telephone: (405) 280-7700
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gkavanaugh@securities.ok.gov
Attorneys for Plaintiff



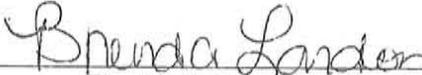
L. Win Holbrook
Andrews Davis, P.C.
100 North Broadway, Suite 3300
Oklahoma City, OK 73102
wholbrook@andrewsdavis.com
Bankruptcy Trustee for 2001 Trinity Fund, LLC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 11th day of March, 2016, a true and correct copy of the above and foregoing *FINAL ORDER OF PERMANENT INJUNCTION* was mailed, with postage prepaid thereon, addressed to:

William H. Bock
Michelle L. Greene
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6402 N. Santa Fe Ave., Ste. A
Oklahoma City, OK 73116
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Attorney for Defendant Robert Arrowood

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Brenda London, Paralegal

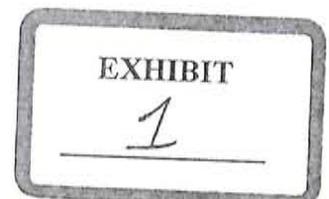
IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)	
<i>ex rel.</i> Irving L. Faught,)	
Administrator,)	
)	
Plaintiff,)	
)	
v.)	Case No. CJ-2012-6164
)	Judge Roger Stuart
2001 Trinity Fund, L.L.C. and)	
Robert Arrowood,)	
)	
Defendants.)	

AGREEMENT

Plaintiff, Oklahoma Department of Securities *ex rel.* Irving L. Faught, Administrator, and Defendant Robert Arrowood, for himself and on behalf of 2001 Trinity Fund, L.L.C., hereby agree as follows (Agreement):

1. Plaintiff is the proper party to bring this action seeking the relief requested in the *Petition for Permanent Injunction and/or other Equitable Relief* filed in this matter.
2. Defendants are subject to the jurisdiction of this Court and this Court has subject matter jurisdiction of this action.
3. Defendants consent to the entry of the *Final Order of Permanent Injunction* (Order), in the form attached hereto as Exhibit A.
4. Defendants state that this Agreement is entered into voluntarily and that no threat or promise of immunity of any kind has been made by the Administrator of the Oklahoma Department of Securities, any employee of the Oklahoma Department of



Securities, or any member of the Oklahoma Securities Commission, to induce Defendant to enter into this Agreement.

5. Defendants agree that the provisions of this Agreement shall be incorporated by reference into the Order as though set forth in full therein.

6. Defendants waive any right to appeal the Order.

7. Defendants agree that this Court will retain jurisdiction over this matter for the purpose of enforcement of the Order and this Agreement.

8. Defendants understand that Plaintiff will take action as authorized by law for Defendants' failure to comply with the terms of the Order and this Agreement in any material respect.

9. This Agreement and the Order represent a complete settlement of this matter. Plaintiff and Defendants agree not to take any action or to make or permit to be made public statements, directly or indirectly, beyond the facts and conclusions set forth in the Order, other than as required by the normal and routine functions of the Plaintiff. Plaintiff and Defendants specifically agree not to issue press releases or provide additional commentary beyond the terms of the Agreement and Order.

10. Defendants agree to the presentation of this Agreement and the Order to the Court to be entered without further notice to Defendants.

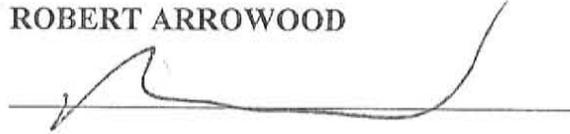
11. The Order serves as an adjudication of Plaintiff's claims under Sections 1-301 and 1-402 of the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011). Upon entry of the Order, Plaintiff agrees to dismiss this case with prejudice and take no further action with regard to its claim under Section 1-501 of the Act.

12. This Agreement and the Order in no way prohibit Defendant Arrowood from relying on the exclusion from the definition of "security" in Section 1-102 (32) of the Act wherein it provides that the term security:

does not include an interest in oil, gas or mineral lease as part of a transaction between parties, each of whom is engaged in the business of exploring for or producing oil and gas or other valuable minerals as an ongoing business or the execution of oil and gas leases by land, mineral and royalty owners in favor of a party or parties engaged in the business of exploring for or producing oil and gas or other valuable minerals.

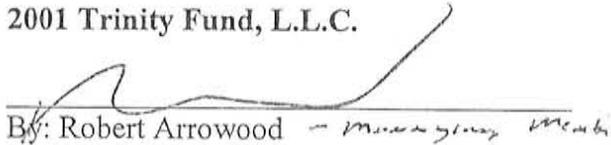
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth below.

ROBERT ARROWOOD



Date: 3-11-2016

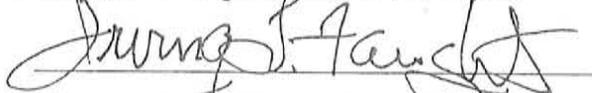
2001 Trinity Fund, L.L.C.



By: Robert Arrowood - Managing Member

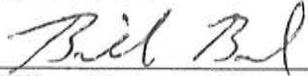
Date: 3-11-2016

**Irving L. Faught, Administrator of the
Oklahoma Department of Securities**



Date: 3-11-16

APPROVED:



William H. Bock, (OBA #13888)

William H. Bock, Inc.

6492 N. Santa Fe Ave., Suite A

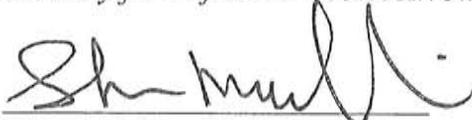
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Attorney for Defendant Robert Arrowood



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Gerri Kavanaugh (OBA #16732)

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Attorneys for Oklahoma Department of Securities



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Bankruptcy Trustee for 2001 Trinity Fund, LLC.

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Exhibit A

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IT IS HEREBY ORDERED that Defendants are permanently enjoined from, directly or indirectly, offering and/or selling any security, or transacting business as an agent, broker-dealer, investment adviser and/or investment adviser representative as defined under the Act, in and/or from the state of Oklahoma.

IT IS FURTHER ORDERED that Defendant Arrowood is enjoined from serving as an officer, director, manager or control person of an entity offering or selling in and/or from the state of Oklahoma any security as defined under the Act.

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Dated this ____ day of _____, 2016.

JUDGE OF THE DISTRICT COURT

Approved as to form:

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