

# **Exhibit B**

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Civil Action No. 1:13-cv-01036-ML

ROBERT A. HELMS, JANNIECE S. KAELIN,
DEVEN SELLERS, ROLAND BARRERA,
VENDETTA ROYALTY PARTNERS, LTD.,
VENDETTA ROYALTY MANAGEMENT, LLC,
VESTA ROYALTY PARTNERS, LP,
VESTA ROYALTY MANAGEMENT, LLC,
IRON ROCK ROYALTY PARTNERS, LP,
IRON ROCK ROYALTY MANAGEMENT, LLC,
ARCADY RESOURCES, LLC,
BAREFOOT MINERALS, G.P.,
G3 MINERALS, LLC,
HALEY OIL COMPANY, INC.,
LAKE ROCK, LLC, SEBUD MINERALS, LLC
AND TECHNICOLOR MINERALS, G.P.,

Defendants,

and

WILLIAM L. BARLOW AND GLOBAL CAPITAL
VENTURES, LLC,

Relief Defendants.

ORDER APPROVING SETTLEMENT, BAR ORDER, AND INJUNCTION

For purposes of this Order:

- a. The term "Receiver" means Thomas L. Taylor, III, solely in his capacity as Court-appointed Receiver in the above-styled action ("Enforcement Action") of Robert A. Helms, Janniece S. Kaelin, Deven Sellers, Roland Barrera, Vendetta Royalty

Partners, Ltd., Vendetta Royalty Management, LLC, Vesta Royalty Partners, LP, Vesta Royalty Management, LLC, Iron Rock Royalty Partners, LP, Iron Rock Royalty Management, LLC, Arcady Resources, LLC, Barefoot Minerals, G.P., G3 Minerals, LLC, Haley Oil Company, Inc., Lake Rock, LLC, Sebud Minerals, LLC and Technicolor Minerals, G.P., and all of the entities they own or control (collectively, the “Receivership Entities”).

- b. The term “Brock” means William J. Brock, and his respective past, present, and future agents, officers, directors, employees, heirs, beneficiaries, representatives, relations by blood and marriage, affiliates, predecessors, successors, assigns, and related entities.
- c. The term “Iron Rock, LLC” means Iron Rock, LLC, a Delaware limited liability company, and its past, present, and future officers, directors, owners, shareholders, members, partners, parent companies, subsidiaries, related entities, agents, affiliates, employees, representatives, attorneys, heirs, trusts, trustees and estates, executors, administrators, beneficiaries, predecessors, successors and assigns.
- d. The term “Brock Parties” means Brock and Iron Rock, LLC.
- e. The term “Vendetta Partners” means Enforcement Action defendant Vendetta Royalty Partners, Ltd., a Texas limited partnership.
- f. The term “Vendetta Offering” means the securities offering by Vendetta Partners of limited partnership interests pursuant to the Securities Act of 1933 (15 U.S.C. §§77 *et seq.*) and Regulation D thereunder (17 C.F.R. §§ 230.501 *et seq.*).

- g. The term “VRP Limited Partners” means the investors, their heirs, successors, agents and assigns, predecessors, representatives, trustees, executors, or any person or entity acting for or on their behalf who subscribed to the VRP Offering.
- h. The term “Iron Rock Royalty Partners” means Enforcement Action defendant Iron Rock Royalty Partners, LP, a Texas limited partnership.
- i. The term “Iron Rock Offering” means the securities offering of Iron Rock Royalty Partners limited partnership interests pursuant to the Securities Act of 1933 (15 U.S.C. §§77 *et seq.*) and Regulation D thereunder (17 C.F.R. §§ 230.501 *et seq.*).
- j. The term “IRRP Limited Partners” means the investors, their heirs, successors, agents and assigns, predecessors, representatives, trustees, executors, or any person or entity acting for or on their behalf who subscribed to the IRRP Offering.
- k. The term “Enforcement Action” means Civil Action No. 1:13-cv-01036-ML, Securities and Exchange Commission v. Robert A. Helms, Janniece S. Kaelin, Deven Sellers, Roland Barrera, Vendetta Royalty Partners, Ltd., Vendetta Royalty Management, LLC, Vesta Royalty Partners, LP, Vesta Royalty Management, LLC, Iron Rock Royalty Partners, LP, Iron Rock Royalty Management, LLC, Arcady Resources, LLC, Barefoot Minerals, G.P., G3 Minerals, LLC, Haley Oil Company, Inc., Lake Rock, LLC, Sebud Minerals, LLC and Technicolor Minerals, G.P., Defendants, and William L. Barlow and Global Capital Ventures, LLC, Relief Defendants, solely for the purposes of equitable relief; in the United States District Court for the Western District of Texas, Austin Division.

- l. The term “Receivership Claimant” means any person or entity holding or asserting a Claim now, in the past, or in the future against the Receivership Estate. This term includes each Receivership Claimant’s respective past, present, and future officers, directors, owners, shareholders, members, partners, parent companies, subsidiaries, related entities, agents, affiliates, employees, representatives, attorneys, heirs, trusts, trustees and estates, executors, administrators, beneficiaries, predecessors, successors and assigns. The Brock Parties are expressly excluded from the term Receivership Claimant.
- m. The term “Receivership Entities” means, collectively, all entities, now or hereafter subject to the Receivership Estate, and all of the entities they respectively own or control (each, individually, a “Receivership Entity”). This term includes each Receivership Entity’s respective past, present, and future officers, directors, owners, shareholders, members, partners, parent companies, subsidiaries, related entities, agents, affiliates, employees, representatives, attorneys, heirs, trusts, trustees and estates, executors, administrators, beneficiaries, predecessors, successors and assigns.
- n. The term “Receivership Estate” means that receivership created by and defined in the December 3, 2013 Order Appointing Receiver (Doc. 11), as amended by the May 27, 2014 First Amended Order Appointing Receiver (Doc. 76), in the Enforcement Action.

WHEREAS, on December 23, 2014, the Receiver filed a motion (Doc. 160) (the “Motion”) (i) seeking a determination that the proposed settlement between the Receiver and Brock be deemed fair, equitable, reasonable, and in the best interest of the Receivership Estate

and, thus, be approved by the Court; and (ii) seeking an Order, as a condition of the proposed settlement, permanently barring or enjoining any and all past or present VRP Limited Partners, IRRP Limited Partners, Iron Rock Royalty Partners, Receivership Claimants, Receivership Entities, and Vendetta Partners from commencing or continuing any judicial, administrative, arbitration, or other proceeding and/or asserting or prosecuting any claims and/or causes of action against the Brock Parties arising out of, in connection with, or in any way relating to Iron Rock Royalty Partners, Receivership Claimants, the Receivership Entities, the Receivership Estate, Vendetta Partners, the Vendetta Offering, the Iron Rock Offering, or the Enforcement Action, and

WHEREAS, due and proper notice of the Motion, the proposed settlement, and any hearing on the Motion, has been given to all interested persons, and the Court has considered the papers filed and arguments made by the Receiver in support of his Motion, and any objections to the Motion, and such other and further evidence as has been presented to the Court.

NOW, THEREFORE, it is hereby ORDERED that:

- I. The Motion is GRANTED;
- II. The settlement between the Receiver and the Brock Parties, as specifically provided for in the Compromise Settlement and Release Agreement, attached to the Motion as Exhibit 1, is hereby approved;
- III. Any and all past or present VRP Limited Partners, IRRP Limited Partners, Iron Rock Royalty Partners, Receivership Claimants, the Receivership Entities, and Vendetta Partners are hereby permanently barred, restrained, and enjoined, consistent with general equitable principles and in accordance with this Court's ancillary equitable jurisdiction in this matter, from commencing or continuing any judicial, administrative, arbitration, or

other proceeding and/or asserting or prosecuting any claims and/or causes of action against the Brock Parties arising out of, in connection with, or relating to Iron Rock Royalty Partners, Receivership Claimants, the Receivership Entities, the Receivership Estate, Vendetta Partners, the Vendetta Offering, the Iron Rock Offering, or the Enforcement Action;

- IV. Neither the Brock Parties' settlement with the Receiver, nor any of the settlement's terms or provisions, nor any of the negotiations or proceedings in connection with the settlement, nor any of the documents or statements referred to therein shall be construed as or deemed in any judicial, administrative, arbitration or other type of proceeding to be evidence of a presumption, concession, or an admission by the Brock Parties of the truth of any fact alleged or the validity of any claim that has been, could have been, or in the future might be asserted in the Enforcement Action or any other judicial, administrative, arbitration or other proceeding;
- V. The rights of the VRP Limited Partners, IRRP Limited Partners and Receivership Claimants to participate in the claims process for the Receiver's ultimate plan of distribution for the Receivership Estate shall not be impaired by this Order. The Court shall have and retain jurisdiction over all matters related to the administration, interpretation, effectuation, or enforcement of this Order, the Compromise Settlement and Release Agreement between the Brock Parties and the Receiver, and any related disputes; and
- VI. The clerk shall promptly serve copies of this Order upon all parties to the Enforcement Action.

IT IS SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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MARK LANE  
UNITED STATES MAGISTRATE JUDGE