

# **Exhibit A**



amount, (iii) a Security Agreement with VRP, (iv) a Pledge Agreement with Vendetta Royalty Management, LLC ("VRM"), (v) a Pledge Agreement with Robert A. Helms ("Helms"), (vi) a Pledge Agreement with Janniece S. Kaelin ("Kaelin"), and (vii) a Guaranty with Helms and Kaelin;

On January 5, 2010, Amegy Bank filed an all assets UCC-1 Financing Statement with the Texas Secretary of State covering the assets of VRP;

On January 7, 2010, Amegy Bank filed UCC-1 Financing Statements with the Texas Secretary of State covering the collateral described in the Pledge Agreements of VRM, Helms and Kaelin;

On December 22, 2010, Amegy Bank and VRP entered into a First Amendment to Credit Agreement;

Beginning on March 20, 2013, and continuing through May 17, 2013, Amegy Bank filed UCC-1 As-Extracted Collateral Filings in the real property records of the Texas counties in which VRP possessed certain oil and gas interests, including royalty interests;

On July 10, 2013, Amegy Bank and VRP entered into a Second Amendment to Credit Agreement;

All documents relating to the loan from Amegy Bank to VRP, whether referenced in this Agreement or not, are collectively referred to as "Loan Documents";

On December 3, 2013, the Securities and Exchange Commission (the "Commission") initiated its enforcement action against VRP, VRM, Helms, Kaelin, Deven Seller, Roland Barrera, Vesta Royalty Partners, L.P., Vesta Royalty Management, LLC, Iron Rock Royalty Partners, LP, Iron Rock Royalty Management, LLC, Arcady Resources, LLC, Barefoot Mineral, G.P., G3 Minerals, LLC, Haley Oil Company, Inc., Lake Rock, LLC, Sebud Minerals, LLC, and

Technicolor Minerals, G.P., and all other entities under their control (collectively herein “Defendants”) alleging that, *inter alia*, Defendants had offered and sold securities of VRP and other entities in violation of the anti-fraud and broker dealer registration provisions of the federal securities laws, and that Helms and Kaelin had violated anti-fraud provisions of the federal securities laws and operated a Ponzi scheme to the detriment of investors and creditors when they offered and sold securities of VRP and other entities they controlled and/or supervised;

On December 3, 2013, the Court entered a Temporary Restraining Order (the “TRO”) restraining and enjoining the Defendants from further violations of the anti-fraud and broker-dealer registration provisions of the federal securities laws.

On December 3, 2013, the Court appointed the Receiver to take control and possession of, and to operate, (1) all assets of Defendants (“Receivership Assets”), and (2) the assets of Relief Defendants William L. Barlow and Global Capital Ventures LLC that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; (c) were fraudulently transferred by the Defendants; or (d) may otherwise be includable as assets of the estates of the Defendants (collectively the “Recoverable Assets”) (the Receivership Assets and Recoverable Assets are collectively referred to as the “Receivership Estate”), and to further perform all acts necessary to conserve, hold, manage, and preserve the value of the Receivership Estate, to determine the nature, location and value of all Receivership Assets and Recoverable Assets, to investigate the manner in which the financial and business affairs of the Defendants were conducted, and to marshal, preserve, and liquidate the Receivership Assets and Recoverable Assets for the benefit of defrauded investors and creditors of the Defendants;

Amegy Bank maintains that its claim arising from the Revolving Note with VRP totals at least \$3,240,251.06 as of July 21, 2014, and continues to accrue interest at a rate of \$460.54 per day ("Amegy Bank's Claim"). Amegy Bank further maintains that its claim is superior to all other claims against the Receivership Estate by virtue of its Loan Documents, and that its security interests in all of VRP's assets, including without limitation oil and gas properties ("VRP's Properties"), have been properly perfected.

The Receiver does not dispute the amount of Amegy Bank's Claim. However, the Receiver does dispute Amegy Bank's assertion that it has a superior and perfected secured claim, alleging, *inter alia*, that Amegy Bank does not have a perfected secured interest and/or a secured interest in VRP's Properties;

According to the Receiver, there are insufficient assets to fully satisfy all claims against the Receivership Estate, including, without limitation, those of the defrauded investors and creditors;

Amegy Bank and the Receiver deem it in their respective best interests to enter into this Agreement to avoid the uncertainty, trouble and expense of litigation.

Amegy Bank and the Receiver understand that this Agreement, and its performance, are subject to the approval and supervision of the Honorable Lee Yeakel, United States District Judge for the United States District Court for the Western District of Texas, Austin Division.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants, agreements, promises, undertakings, payments, and releases contained in this Agreement, the sufficiency of which consideration is hereby acknowledged, Amegy Bank and the Receiver agree as follows:

1. Effectiveness. The effectiveness of this Agreement is contingent upon the entry of an order by the Court, a copy of which is attached to this Agreement (the "Approved Order"). The effective date of this Agreement shall be the first business day following the entry of the Approved Order (the "Effective Date").

2. Scope of Agreement. This Agreement relates solely to the settlement and compromise of Amegy Bank's claim against VRP arising from the Revolving Note with VRP, its perfected and/or secured creditor status relative to VRP's assets, and its right to receive proceeds from the sale of VRP's assets by the Receiver. This Agreement does not settle, compromise or release any claims and rights Amegy Bank has against Kaelin and Helms under their Guaranty, and shall not be construed as such. Nothing herein shall be construed to release, discharge, impair, reduce or otherwise adversely affect Kaelin and Helms' obligations under their Guaranty.

Additionally, this Agreement does not relate to or in any way impact a Balloon Note executed by Kaelin to Amegy Mortgage Company, L.L.C. and assigned to Amegy Bank.

3. Definitions.

- a. "Amegy Bank Settling Entities" means Amegy Bank and its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, agents, administrators, representatives, current and former attorneys, officers, directors, members, shareholders, partners (including individuals, limited liability corporations or professional corporations), or employees, and any and all insurers of Amegy Bank.
- b. "Receiver" means the Court-Appointed Receiver over the Receivership Assets and the Recoverable Assets of the Receivership Estate.
- c. "Settling Parties" means Amegy Bank Settling Entities and Receiver.
- d. "Net Sales Proceeds" means total proceeds from the sale of any oil and gas interests or properties, whether real or personal, owned by VRP or any of the other Defendants ("Property Sales"), less the three percent (3%) sales commission payable to EnergyNet.com or commissions payable to any other broker in connection with the Property Sales.

4. Payment to Amegy Bank. The Receiver shall pay the sum of One Million Dollars (\$1,000,000) in cash to Amegy Bank (“Settlement Amount”), payable as follows:

- a. Amegy Bank will be paid on a periodic basis from the Net Sales Proceeds until the Settlement Amount is fully paid;
- b. Except as provided in Section 4(d) below, the Settlement Amount shall be paid to Amegy Bank at a rate of fifty percent (50%) of the Net Sales Proceeds within fifteen (15) days from the end of the month in which the Receiver receives the Net Sales Proceeds. The funds will be wire transferred to an account designated by Amegy Bank;
- c. Until such time as the Settlement Amount is paid in full, and beginning after the Effective Date, the Receiver will provide Amegy Bank with a copy of the motion for confirmation of the sale and any related documents that the Receiver files with the Court seeking approval of such Property Sales, which shall, at a minimum, include a description of the property/properties which are to be sold, the date of sale, anticipated gross sales proceeds, commissions to be paid, anticipated Net Sales Proceeds, and the date on which the Receiver is to receive the Net Sales Proceeds.
- d. In the event that the Settlement Amount is not fully paid from 50% of Net Sales Proceeds as provided in 4(b) above, the Receiver shall pay the unpaid balance of the Settlement Amount to Amegy Bank from the remaining Net Sales Proceeds.
- e. Until the Settlement Amount is paid in full, Amegy Bank must be fully paid before any payments are made to defrauded investors or creditors of the Defendants. However, the Receiver is at all times authorized to pay the administrative and operational costs of the Receivership Estate, and any creditors or others in connection with the administration or operation of the Receivership Estate.
- f. Subject to Section 2 of this Agreement, in consideration for the Receiver's agreement to pay the Settlement Amount, Amegy Bank acknowledges that it has no additional claim against the Receivership Estate, and agrees that none shall be submitted.

5. Releases.

- a. Release of Receiver. In further consideration for this Agreement, effective upon the Effective Date, the Amegy Bank Settling Entities forever release and discharge the Receiver from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency, tribunal, or commission regardless of location, and whether now known or unknown, liquidated or unliquidated, that the Amegy Bank Settling Entities now have or may have had, or thereafter claim to have, regarding the issues arising out of, or related to Amegy Bank's perfected and/or secured creditor status relative to VRP's assets and its right to receive proceeds from the Receiver's sale of VRP's assets.
- b. Release of Amegy Bank Settling Entities. In further consideration for this Agreement, effective upon the Effective Date, the Receiver, forever releases and discharges the Amegy Bank Settling Defendants from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency, tribunal, or commission regardless of location, and whether now known or unknown, liquidated or unliquidated, that the Receiver or Settling Defendant Entities now have or may have had, or thereafter claim to have, regarding the issues arising out of, or related to Amegy Bank's Claim or the Loan Documents, including, but not limited to, any and all lender liability-based claims.
- c. Limitation on Releases. Nothing herein is intended to release any party's obligation arising under this Agreement.
- d. Reservations. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Securities and Exchange Commission in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings which may arise by operation of law, rule or regulation.

6. Motion for Approval of the Agreement. As soon as practical but in no event more than ten (10) days after the last Execution Date below, the Receiver shall file a motion requesting that the Court approve and enter the attached Approval Order.



7. Agreement to Cooperate. Amegy Bank agrees to, and authorizes, the Receiver's filing of documents necessary to release Amegy Bank's liens, claims, or encumbrances against VRP's Properties in various counties, and with the Texas Secretary of State, on or after the Effective Date, and agrees to cooperate with the Receiver in obtaining such releases as necessary in the future.

8. No Admission of Liability. The Settling Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim or defense. The Settling Parties acknowledge that no party has made any representation regarding the facts or law. The Settling Parties mutually acknowledge that they have read this Agreement and understand the terms thereof.

9. Governing Law, Choice of Forum, Costs and Fees. This Agreement shall be interpreted, construed, and enforced under and according to the laws of the State of Texas, without regard to the choice of law rules of that or any other jurisdiction. The Settling Parties agree that any dispute, claim, or controversy to enforce or interpret this Agreement, or alleging the breach hereof, shall be resolved exclusively in Receivership Action in the United States District Court for the Western District of Texas, Austin Division (the "Court").

10. Entire Agreement. This Agreement, including the documents incorporated herein by reference, constitutes the entire agreement of the Settling Parties concerning the subject matter hereof, and shall not be amended, modified or supplemented unless by written agreement executed by Amegy Bank and the Receiver and approved by the Court. This Agreement shall be binding upon and inure to the benefit of the Settling Parties. This Agreement supersedes all prior written or oral agreements among the Settling Parties concerning the subject matter hereof.

11. Counterparts. This Agreement may be signed by facsimile copies, pdf, or otherwise in counterparts, each of which shall be deemed an original, but all originals together shall constitute only one and the same instrument, and it shall be deemed fully executed when signed by all Amegy Bank and the Receiver whether their signatures appear on the original or one or more copies of this Agreement.

12. Construction. Amegy Bank and the Receiver have participated in the drafting and preparation of this Agreement. Neither this Agreement nor any of its terms hereof shall be construed under a doctrine of contract interpretation (including, but not limited to, the doctrine of *contra proferentum*) that construes the document against either Amegy Bank or the Receiver, or their respective representatives, by reason of either of them having responsibility for drafting or mutually proposing the Agreement or any portion of it.

13. Headings. The headings set forth are for the convenience of reference only and shall not be used in the interpretation or construction of this Agreement.

14. Signatures. Amegy Bank and the Receiver understand and agree to the terms of this Agreement. The undersigned acknowledge that they have read this Agreement, and that they understand all of its terms and execute it voluntarily and with full knowledge of its significance and consequences thereof. Amegy Bank and the Receiver represent and warrant that they have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the advisability of making the settlement and release provided herein and of executing this Agreement. Before execution of the Agreement, Amegy Bank and the Receiver and/or its/their attorneys have reviewed the Agreement and have had the opportunity to negotiate revisions to the Agreement.

15. Authority. The signatories hereto represent and warrant that they have full authority to execute this Agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement as of the day and year set forth below:

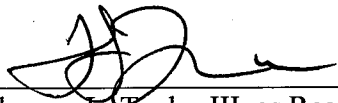
**AMEGY BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Steven Harker

Title: Senior Vice President

Execution Date: \_\_\_\_\_

**RECEIVER OF AND FOR THE RECEIVERSHIP ESTATE**

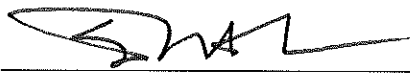
By:  \_\_\_\_\_  
Thomas L. Taylor III, as Receiver

Execution Date: 8/14/14

15. Authority. The signatories hereto represent and warrant that they have full authority to execute this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year set forth below:

**AMEGY BANK NATIONAL ASSOCIATION**

By:   
\_\_\_\_\_  
Steven Harker

Title: Senior Vice President

Execution Date: 8.14.2014

**RECEIVER OF AND FOR THE RECEIVERSHIP ESTATE**

By: \_\_\_\_\_  
Thomas L. Taylor III, as Receiver

Execution Date: \_\_\_\_\_