

1-31-14 at 9:00 J/Stuart

IN THE DISTRICT COURT OF OKLAHOMA AND DISTRICT COURT
STATE OF OKLAHOMA OKLAHOMA COUNTY

DEC 12 2013

TIM RHODES
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Oklahoma Department of Securities,)
ex rel. Irving L. Faught, Administrator,)
)
Plaintiff,)
)
v.)
)
2001 Trinity Fund, L.L.C. and)
Robert Arrowood,)
)
Defendants.)

Case No. CJ-2012-6164

**DEFENDANT ROBERT ARROWOOD'S RENEWED MOTION FOR
SUMMARY JUDGMENT AND BRIEF IN SUPPORT**

Defendant Robert Arrowood hereby submits his Renewed Motion for Summary Judgment against Plaintiff Oklahoma Department of Securities, *ex rel.* Irving L. Faught, Administrator ("ODS"), establishing that Defendant Arrowood was not offering and selling unregistered securities as claimed by ODS. Defendant Arrowood again asserts that the undisputed facts of this case establish that the promissory notes issued by Mr. Arrowood and his company are not securities as a matter of law, and thus not subject to the jurisdiction of Plaintiff ODS. In support of this Renewed Motion, Defendant Arrowood shows the Court as follows:

Introduction

On October 2, 2012, a local Oklahoma City television station ran a story about Defendant Robert Arrowood under the headline "Ponzi Scheme." The station reported that ODS had accused Mr. Arrowood and his company, Defendant 2001 Trinity Fund, L.L.C., of stealing millions of dollars from dozens of Oklahoma investors through the sale of oil and gas leases, and compared his activities to those of Bernie Madoff. ODS claimed in the report that Mr. Arrowood

accepted money from the investors and then used the money to fund what the report termed his "lavish lifestyle." Irving L. Faught, the Administrator of ODS, personally appeared in the report to condemn Mr. Arrowood. While the Petition filed by ODS against Mr. Arrowood was pictured in the report, Mr. Arrowood was not served prior to the report, and otherwise had no knowledge of ODS's claims against him until he was served with the Petition after the report aired. This case has obviously had a devastating effect on Mr. Arrowood's reputation, both personally and professionally, and may have done irreparable harm to his business and family.

However, as consistently asserted by Defendant Arrowood, the promissory notes do not meet the definition of a security so as to fall within the purview of Plaintiff ODS. The notes were nothing more than very short-term loans to Mr. Arrowood and his company. The notes carried a fixed rate of interest, and the repayment thereof was never conditioned upon the success of Defendant Arrowood's oil and gas ventures. Both Defendant Arrowood and the payees of the notes have affirmed that Mr. Arrowood never represented the notes to be investments in his oil and gas business, and they were never considered as such by any of the participants. As a result, the promissory notes at issue in this case do not fall within the definition of a security so as to be subject to the regulation and authority of Plaintiff ODS.

This Motion for Summary Judgment was initially filed on June 4, 2013. At that time, the Motion was supported only by the Affidavits of Mr. Arrowood himself and Earl Ingram, a regular business associate of Defendant Arrowood. A hearing on the Motion was held on July 12, 2013. The Court determined that the Motion should be denied, but indicated that ruling was based largely on the lack of evidentiary support from Mr. Arrowood's other business associates. Defendant Arrowood has now obtained seven additional Affidavits in support of this Renewed Motion, all but one of which are from business associates that have loaned Mr. Arrowood and his

company money on multiple occasions. As set forth below, each of the Affiants consistently testifies that Mr. Arrowood never represented that the loans were investments in his oil and gas company. The lending transactions were nothing more than commercial loans paying more favorable rates of interest to the lender than a bank. As such, the notes were not securities as a matter of law, and Defendant Arrowood is entitled to summary judgment on this issue at this time.

Statement of Undisputed Material Facts

1. On September 28, 2012, ODS filed its Petition for Permanent Injunction And/Or Other Equitable Relief against Defendants Robert Arrowood and 2001 Trinity Fund, L.L.C.

2. The Petition claimed in part as follows:

Beginning in at least 2008, Arrowood, through the Fund, began to offer and sell securities in the form of promissory notes to investors for the stated purpose of financing the purchase of leases. Despite receiving little net revenue from the purchase and resale of leases during the relevant time period, Arrowood continued to accept money from investors and continued to spend investor money for cars, vacations, clothing, motorcycles, landscaping, jewelry, sporting event tickets, and other personal expenses.

[Petition at ¶ 4].

3. The Petition asserts causes of action against Mr. Arrowood and 2001 Trinity Fund for the offering and selling of unregistered securities and failure to register as an agent for the sale of securities in violation of the Oklahoma Uniform Securities Act of 2004 (the "Act").

4. The promissory notes made by Defendant Arrowood and 2001 Trinity Fund, L.L.C. were each a short-term notes, generally having terms of sixty days or less. [Promissory Note, attached hereto as Exhibit 1; Affidavits of Robert Arrowood, the maker of the promissory notes, and Earl Ingram, Karen Barlow, Phil Martin, David Rapp, Bill Byrd, Gary Hennersdorf,

Ed Finstead and Richard Machina, the payees of the promissory notes respectively, attached hereto as Exhibits 2-10].

5. The promissory notes each bore fixed rates of interest. [Exhibits 1-10].

6. Repayment of the promissory notes was not contingent on the success of 2001 Trinity Fund, LLC's oil and gas operations or any other contingency. Each of the notes was payable on a maturity date certain. [Exhibits 1-10].

7. Defendant Arrowood never represented that the promissory notes constituted an investment in his oil and gas operations. Rather, the promissory notes were simple business loans offering an interest rate more favorable to the payee than the certificate of deposit rates offered by local banks at the time, and the holders of the loans considered them as such. [Exhibits 2-10].

8. The holders of the promissory notes never considered the loans to be securities. [Exhibits 3-10].

9. Mr. Ingram, Ms. Barlow, Mr. Martin, Mr. Rapp, Mr. Byrd, Mr. Hennersdorf and Mr. Finstead have each previously loaned money to Defendant Arrowood and his companies. [Exhibits 3-9].

10. The Individual Estate Property Record and Report filed and issued by the court appointed Trustee in the bankruptcy proceeding of Defendant 2001 Trinity Fund, LLC for the period ending October 4, 2013 indicates that the bankruptcy estate has a value in excess of \$6.5 million in total assets. [Individual Estate Property Record and Report, attached hereto as Exhibit 11]. The Affiants can therefore expect to receive the full value of their Notes.

Argument and Authorities

Standard of Review

Under Oklahoma law, summary judgment is mandatory when “there is no substantial controversy as to any material facts.” Rule 13, Rules for the District Courts of Oklahoma. *See also Graham v. Travelers Ins. Co.*, 2002 OK 95, 61 P.3d 225, 228. Material facts are not disputed if reasonable people would reach the same conclusions from the facts presented. *Oliver v. Farmers Insurance Group of Companies*, 1997 OK 71, 941 P.2d 985, 987. A court should consult discovery, affidavits, and evidentiary materials in determining whether disputed facts genuinely exist. Every motion for summary judgment “must be decided on the record actually presented, not on a record which is potentially possible; *a party opposing summary judgment therefore must present evidence, not mere contentions, justifying a trial on the merits.*” *Adams v. Moriarty*, 2005 OK CIV APP 105, 127 P.3d 621, 624 (emphasis added). When this standard is applied to the undisputed facts of this case, it is clear that judgment as a matter of law should be granted to Defendant Arrowood.

I.

The Promissory Notes Issued by Defendant Arrowood Should Not Be Considered Securities.

The United States Supreme Court has made it very clear that, while the definition of a security is to be broadly construed, the intent of Congress was only to regulate instruments that could properly be considered investments.

Congress did not, however, intend to provide a broad federal remedy for all fraud. Accordingly, the task has fallen to the Securities and Exchange Commission (SEC), the body charged with administering the Securities Acts, and ultimately to the federal courts to decide which of the myriad financial transactions in our society come within the coverage of these statutes. In discharging our duty, we are not bound by legal formalisms, but instead take into account the economics of the transaction under investigation. Congress’ purpose in enacting the securities

laws was to regulate *investments*, in whatever form they are made and by whatever name they are called.

Reves v. Ernst & Young, 494 U.S. 56, 61, 110 S.Ct. 945, 108 L.Ed.2d 47 (1990) (internal citations and quotations omitted) (emphasis in original).¹ *See also, Tcherepnin v. Knight*, 389 U.S. 332, 336, 88 S.Ct. 548, 19 L.Ed.2d 564 (1967) (stating that, in interpreting the term security, “form should be disregarded for substance and the emphasis should be on economic reality”).

In so holding, the Supreme Court emphasized that some instruments are “obviously within the class Congress intended to regulate because they are by their nature investments.” *Reves*, 494 U.S. at 62. The Court found that stock clearly falls within that category because it is negotiable, offers the possibility of capital appreciation and carries the right to dividends contingent on the profits of a business enterprise. *Id.* However, the Court found that notes could not be so easily classified.

The test begins with the language of the statute; because the Securities Acts define “security” to include “any note,” we begin with a presumption that every note is a security. We nonetheless recognize that this presumption cannot be irrebuttable.

While common stock is the quintessence of a security, and investors therefore justifiably assume that a sale of stock is covered by the Securities Acts, the same cannot be said of notes, which are used in a variety of settings, not all of which involve investments. Thus, the phrase “any note” should not be interpreted to mean literally “any note,” but must be understood against the backdrop of what Congress was attempting to accomplish.

Id. at 63-64.

The Court then adopted a two step test to be used in the analysis of whether a note should be considered a security. Under the first step, the note is compared with regard to its “family

¹ Oklahoma law defines the term “security” in the same general terms as does federal law. *See*, 71 O.S. § 102(32).

resemblance” to a list of notes that fall outside of the definition of a security. Those enumerated notes include: (1) notes delivered in consumer financing; (2) notes secured by a mortgage on a home; (3) short-term loans secured by a lien on a small business or some of its assets; (4) short-term loans secured by an assignment of accounts receivable; and (5) notes which formalize an open-account debt incurred in the ordinary course of business. *Id.* at 65 (citing *Exchange National Bank of Chicago v. Touche Ross & Co.*, 544 F.2d 1126, 1137 (2d Cir. 1976)).

If that initial inquiry is in the negative, the note in question is analyzed pursuant to the following factors in order to determine whether it should be considered a non-security: (1) an examination of the transaction to assess the motivations which would prompt a reasonable seller and buyer to enter into it; (2) the plan of distribution of the instrument; (3) the reasonable expectations of the investing public; and (4) whether some factor such as the existence of another regulatory scheme significantly reduces the risk of the instrument, thereby rendering the protection of the federal securities laws unnecessary. *Id.* at 66.

The promissory notes made by Defendant Arrowood and his company fall outside of the definition of a security, and thus are not subject to the jurisdiction of ODS, under either test. Using the family resemblance comparison, the promissory notes are akin to short-term loans made by lenders in reliance on the value of the assets of a small business or its accounts receivable. The short-term aspect of the analysis is particularly important as it negates the position that the note was intended as an investment.² As stated above, all of the promissory notes issued by Mr. Arrowood were very short-term, usually sixty days or less. As such, the promissory notes should not be considered as investments under the securities laws. In addition,

² Defendant Arrowood is aware that the federal exception for short-term loans with a maturity date not exceeding nine months, as set forth in 15 U.S.C. § 78c(a)(10), is limited to “prime quality negotiable paper of a type not ordinarily purchased by the general public.” *Holloway v. Peat*,

at least one of the notes was in fact secured by oil and gas property belonging to 2001 Trinity Fund, L.L.C., which renders the protections afforded by the securities laws unnecessary. Moreover, Defendant Arrowood submits that the use of the type of promissory notes at issue in this case is commonplace and ordinary in the oil and gas business, and acknowledged as such by the payees of the notes. [Exhibits 3-10]. As a result, the promissory notes issued by Defendant Arrowood bear a strong family resemblance to notes that have been excluded by the courts from the definition of a security, and should be so excluded by this Court as well.

However, even if the promissory notes issued by Defendant Arrowood are not deemed to meet the family resemblance standard, they easily satisfy the four criteria enunciated by the Second Circuit in *Exchange Bank* and adopted by the Supreme Court in *Reves*. The initial analysis involves the motivations of the buyer and seller in entering into the lending transaction. As indicated in the affidavits, both the borrowers and the lenders considered the lending transactions memorialized by the promissory notes to be routine commercial lending transactions, and not investments of any kind. The Tenth Circuit has also indicated that the question of whether repayment of the note is out of the production of the enterprise or otherwise contingent on profit is relevant to the analysis of this factor. *Holloway v. Peat, Marwick, Mitchell & Co.*, 900 F.2d 1485, 1488, n. 1 (10th Cir. 1990) (citing *Zabriskie v. Lewis*, 507 F.2d 546, 551, n. 9 (10th Cir. 1974)). Defendant Arrowood and the payees of the notes have all consistently testified that the repayment thereof was in no way contingent on the success of Mr. Arrowood's oil and gas ventures, and repayment was expected to be timely made on the maturity date of each note. In fact, the promissory notes contained penalty provisions in the event repayment was not timely made. The promissory notes at issue in this case thus satisfy the first

Marwick, Mitchell & Co., 900 F.2d 1485, 1498 (10th Cir. 1990). However, the short-term aspect of the promissory notes in this case is nonetheless very relevant to the overall analysis.

Reves factor.

The second *Reves* factor, the plan of distribution of the instrument, was described by the Supreme Court as an analysis “to determine whether it is an instrument in which there is common trading for speculation or investment.” *Reves*, 494 U.S. at 66. This factor is particularly important in this case, as there was no plan of distribution or common trading *whatsoever* for the promissory notes. Rather than advertising or otherwise communicating with the lenders, Mr. Arrowood was approached by the payees of each of the notes in the first instance. [Exhibit 2]. Communication between Mr. Arrowood and each note payee was always on a personal and individual basis, and there was never any type of general or mass email or other general public solicitation. [Exhibits 2-10]. See, *Hunssinger v. Rockford Business Credits, Inc.*, 745 F.2d 484, 492 (7th Cir. 1984) (holding that the solicitation of members of the general public and the sale to them of units of a larger offering are the hallmarks of an investment transaction). Moreover, there were only a select few note holders at any one time, which negates the argument that the promissory notes were securities. The fact that a plan of distribution or other common trading indicia is completely absent from this case weighs heavily in favor of Mr. Arrowood’s argument on this issue, and indicates that the promissory notes are not securities.

The third *Reves* factor, the reasonable expectations of the investing public, is particularly significant in this case, and was also considered to be so by the Supreme Court in *Reves*. “The Court will consider instruments to be “securities” on the basis of such public expectations, even where an economic analysis of the circumstances of the particular transaction might suggest that the instruments are not “securities” as used in that transaction.” *Reves*, 494 U.S. at 66. First of all, as stated above, there is no “investing public” at all in this case. The payees of the notes are, almost without exception, business and personal acquaintances of Defendant Arrowood who

offered to loan to the maker. Again, there was no solicitation or advertisement on the part of Mr. Arrowood for any of the promissory notes.

In addition, the payees of the promissory notes have testified unequivocally that they did not consider the notes to be investments in any sense, but rather simple short term business loans through which they would receive more favorable rates of interest. Because the expectations of the loan holders do not support the argument that the promissory notes were securities, that expectation should be given particular deference by this Court. Moreover, none of the notes have been resold, nor is there any evidence that a resale was ever contemplated. Absent these very significant factors, the notes made by Mr. Arrowood should not be considered securities as a matter of law.³

The facts of the *Reves* case, in which the notes in question were found to be securities, are particularly illustrative as a point of comparison. The instruments at issue in *Reves* were demand notes issued by the Farmers Cooperative of Arkansas and Oklahoma (the "Co-op"). The notes paid a variable interest rate that was adjusted on a monthly basis to keep the rate higher than what was then being paid by local financial institutions. At the time of the issuance of the notes, the Co-op had approximately 23,000 members, but the Co-op offered the notes to both members and non-members. The notes were specifically marketed by the Co-op as an "Investment Program." Advertisements for the notes appeared in the Co-op newsletter, and assured potential purchasers that while the notes were not federally insured, the Co-op had more than \$11 million in assets with which to back the investments. Nonetheless, the Co-op ultimately declared bankruptcy. At the time of the bankruptcy filing, over 1,600 people held \$10

³ The final *Reves* factor involves whether there is some other risk reducing factor that lessens or removes the need for regulation of the instrument as a security. This factor is generally inapplicable to this case, and thus should not be factored into the analysis. See, *LeBrun v.*

million worth of notes.

The differences between *Reves* and the factual scenario presented in this case could not be more stark. The promissory notes at issue in this case were held by a mere handful of individuals who sought Mr. Arrowood out. The notes were never marketed or advertised in any manner whatsoever, much less as an investment program, and the holders of the notes never believed them to be such. As a result, the opposite conclusion should be reached and the promissory notes made by Mr. Arrowood should not be deemed to be securities.

Defendant Arrowood asserts that this case is in fact directly analogous to the Louisiana case of *LeBrun v. Kuswa*, 24 F.Supp.2d 641 (E.D. La. 1998). In *LeBrun*, the defendant sold six promissory notes to friends and family of the plaintiff to finance the capital operations of his business. The notes were memorialized by loan agreements providing for repayment within 12 months, and interest based on certain sales, but to be no less than 100% of the loan amount. When the defendant defaulted on the notes, the plaintiffs sued in federal court, asserting jurisdiction under the securities laws. The defendant moved to dismiss, arguing that the court lacked jurisdiction because the promissory notes did not constitute securities.

The district court agreed and dismissed the case. In so holding, the court determined that the fourth *Reves* factor – an additional risk reducing factor such as another regulatory scheme – was inapplicable, and thus proceeded to balance the remaining three criteria. While the court found that the first *Reves* factor was met because the seller's purpose was to raise money for his general business enterprise, the court did not find that to be the case with regard to factors two and three. In finding that there was no broad trading as required by *Reves*, the court stated as follows:

Kuswa, 24 F.Supp.2d 641 (E.D. La. 1998).

In the case at hand, the facts indicate that there was no common trading for speculation or investment in the notes, including no offering or sale to a "broad segment of the public." While this factor is not dispositive of the issue, it does weigh against finding the transactions in this matter to be securities.

Id. at 648. The court also found that application of the third part of the *Reves* test weighed against finding the notes to be securities because of the manner of repayment.

But assuming that the plaintiffs could be characterized as "investing public," their reasonable expectations were nothing more than the payment of the notes, plus the specified high interest. The Loan Agreements were unusual transactions not designed to be publicly traded. Moreover, there was no advertising or marketing of these notes to the general public, but only a specific inquiry into a select group of individuals.

Id. The court thus determined that the combination of factors two and three outweighed the applicability of the first factor.

Although it is possible to find that a note is a security even if one of the factors is not met, certain findings against application of the securities laws must be heavily weighed. *The plan of distribution is perhaps the most essential factor.* This Court, having gone through the above analysis, and considering the facts and the appropriate standards of review, holds that these transactions are not "securities" under the *Reves* test for notes.

Id. at 649 (emphasis added).

The parallels between *LeBrun* and the case at bar are obvious, and Defendant Arrowood submits that the same result should be reached. Just as in *LeBrun*, Arrowood had *no* investing public whatsoever and *no* plan of distribution whatsoever, and those critical factors mandate that the notes in this case be considered to be outside the scope of the securities laws and the jurisdiction of ODS.

Conclusion

Under Oklahoma law, a determination that an instrument "is not a security under the federal Acts precludes an action under the Oklahoma Act as well." *Citizens State Bank v. Federal Deposit Insurance Corporation*, 639 F.Supp. 758, 761 (W.D. Okla. 1986). Accordingly,

in light of the foregoing, Defendant Robert Arrowood respectfully renews his request that this Court determine the promissory notes at issue in this case are not securities, and do not fall under the jurisdiction of Plaintiff Oklahoma Department of Securities, and dismiss the case against him on that basis.

Respectfully Submitted,



William H. Bock, OBA# 13888
Michelle L. Greene, OBA# 17507
WILLIAM H. BOCK, INC.
6492 N. Santa Fe Ave., Suite A
Oklahoma City, OK 73116
Telephone: (405) 848-5400
Facsimile: (405) 848-5479

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 13, 2013, a true and correct copy of the foregoing Defendant Robert Arrowood's Renewed Motion for Summary Judgment and Brief in Support was mailed by first-class mail, postage prepaid, to:

Shaun Mullins
Gerri Kavanaugh
Oklahoma Department of Securities
120 North Robinson, Suite 860
Oklahoma City, OK 73102



William H. Bock

Document 1

PROMISSORY NOTE

Date: July 3rd, 2009

Principle Amount: \$168,000.00

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promises to pay to the order of the Larry Michael Sessions the sum of One Hundred Sixty Eight Thousand Dollars and 00/100 (\$165,000.00), plus interest as set out herein. The loaned amount shall draw interest, from the date set out above, at the rate of 5% (see schedule below) which, along with the principle amount hereof, shall be paid in accordance with such schedule.

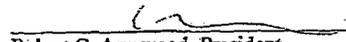
On or before August 18th, 2009, principal and interest shall be paid in full in the amount of One Hundred Seventy Six Thousand Four Hundred Dollars and 00/100 (\$173,250.00).

This note, at the option of the holder thereof, immediately shall be due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder on or before its due date.

In the event this note shall be in default and placed for collection, then the undersigned agrees to pay all reasonable attorney fees and costs of collection. Payments not made within ten (10) days of due date shall be subject to a late charge of 5% of said payment.

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Oklahoma.

2001 Trinity Fund, LLC


Robert C. Arrowood, President

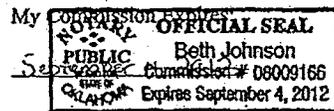
Acknowledgement

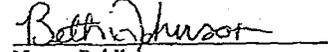
STATE OF OKLAHOMA

COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State on this 10th day of July, 2009, personally appeared Robert C. Arrowood, as President of 2001 Trinity Fund, LLC to me know to be the identical person who executed the same as his free and voluntary act and deed for said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires



Beth Johnson
Notary Public



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities,
ex rel. Irving L. Faught, Administrator ,

Plaintiff,

v.

2001 Trinity Fund, L.L.C. and
Robert Arrowood,

Defendants.

Case No. CJ-2012-6164

AFFIDAVIT OF ROBERT ARROWOOD

I, Robert Arrowood, being of age and duly sworn, alleges and states as follows:

1. I am a resident of Norman, Oklahoma and one of the Defendants in the above-captioned case.
2. I am the principal and manager of Defendant 2001 Trinity Fund, L.L.C.
3. Over the last ___ years, 2001 Trinity Fund, L.L.C. has issued promissory notes to raise cash for its business operations.
3. All of the promissory notes were very short term, with maturity dates of sixty (60) days or less. The notes also provided for specified penalty amounts if repayment was not timely made.
4. The notes were never advertised to the general public in any manner. Rather, the notes were offered to a select group of individuals, the majority of whom were my long-time friends and business associates, and there were never more than a few notes outstanding at any given time.

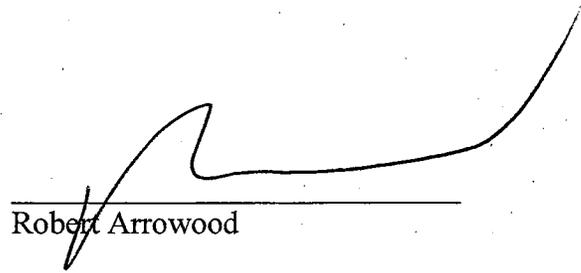
Exhibit 2

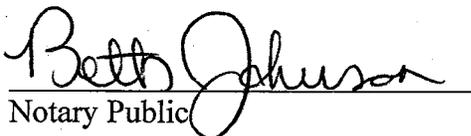
5. I never represented to the lenders that the promissory notes constituted an investment of any kind in my oil and gas operations. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

6. Repayment of the loans by me and/or 2001 Trinity Fund, L.L.C. was never conditioned on the success of 2001 Trinity, L.L.C.'s oil and gas exploration, or any other aspect of 2001 Trinity, L.L.C.'s business.

7. At least one of the promissory notes was secured by real property owned by 2001 Trinity Fund, L.L.C.

FURTHER AFFIANT SAYETH NOT.


Robert Arrowood


Notary Public

My Commission Expires: 9-7-16



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

P1 1-2
607 2226

Oklahoma Department of Securities,
ex rel. Irving L. Faught, Administrator,

Plaintiff,

v.

2001 Trinity Fund, L.L.C. and
Robert Arrowood,

Defendants.

Case No. CJ-2012-6164

AFFIDAVIT OF EARL INGRAM

I, Earl Ingram, being of age and duly sworn, alleges and states as follows:

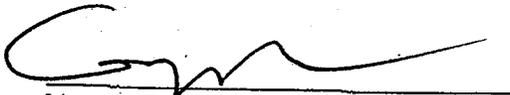
1. I am a resident of Oklahoma City, Oklahoma, and am personally acquainted with Defendant Robert Arrowood.
2. I have loaned money to Defendant Robert Arrowood and his company, 2001 Trinity Fund, L.L.C., on ^{several} ~~approximately~~ occasions over a period of 6 years.
3. The loans were memorialized by promissory notes with fixed interest rates. All of the promissory notes had maturity dates of sixty (60) days or less and provided for specified penalty amounts if repayment was not timely made.
4. Mr. Arrowood never represented that such loans were an investment in his company, and I never considered them as such. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

EXHIBIT 3

5. Repayment of the loans by Mr. Arrowood and/or 2001 Trinity Fund, L.L.C. was never conditioned on the success of 2001 Trinity, L.L.C.'s oil and gas exploration, or any other aspect of 2001 Trinity, L.L.C.'s business.

FURTHER AFFIANT SAYETH NOT.


Earl Ingram


Notary Public

My Commission Expires: 8/4/2013

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities,
ex rel. Irving L. Faught, Administrator ,

Plaintiff,

v.

2001 Trinity Fund, L.L.C. and
Robert Arrowood,

Defendants.

Case No. CJ-2012-6164

AFFIDAVIT OF KAREN BARLOW

I, Karen Barlow, being of age and duly sworn, alleges and states as follows:

1. I am a resident of Fort Worth, Texas, and am personally acquainted with Defendant Robert Arrowood.

2. I have loaned money to Defendant Robert Arrowood and his company, 2001 Trinity Fund, L.L.C., on approximately 2 occasions.

3. The loans were memorialized by promissory notes with fixed interest rates. All of the promissory notes had maturity dates of sixty (60) days or less and provided for specified penalty amounts if repayment was not timely made. I made the loan(s) for the purpose of receiving repayment of my principal, plus the accrued interest stated in the promissory note(s).

4. Mr. Arrowood never represented that my loans were an investment in his company, and I did not consider it to be as such an investment. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

Exhibit 4

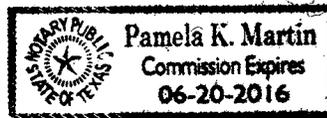
5. Mr. Arrowood's obligation to me under the promissory note, to repay the loan in full, was not contingent on the success of his company or the success of any particular venture.

FURTHER AFFIANT SAYETH NOT.

Karen Barlow
Karen Barlow

Pamela K. Martin
Notary Public

My Commission Expires:



contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

5. Mr. Arrowood's obligation to me under the promissory note, to repay the loan in full, was not contingent on the success of his company or the success of any particular venture.

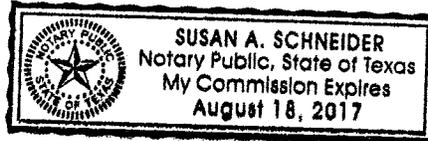
FURTHER AFFIANT SAYETH NOT.



Phil Martin
C&P Properties


Notary Public

My Commission Expires: 8-18-17



**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

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

Case No. CJ-2012-6164

AFFIDAVIT OF DAVID RAPP

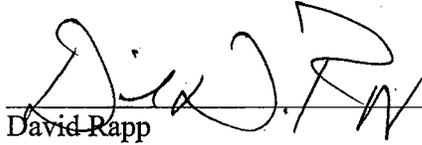
I, David Rapp, being of age and duly sworn, alleges and states as follows:

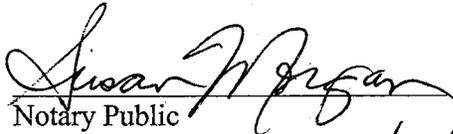
1. I am a resident of Fort Worth, Texas, and am personally acquainted with Defendant Robert Arrowood.
2. I have loaned money to Defendant Robert Arrowood and his company, 2001 Trinity Fund, L.L.C., on approximately 2 occasions.
3. The loans were memorialized by promissory notes with fixed interest rates. All of the promissory notes had maturity dates of sixty (60) days or less and provided for specified penalty amounts if repayment was not timely made. I made the loan(s) for the purpose of receiving repayment of my principal, plus the accrued interest stated in the promissory note(s).
4. Mr. Arrowood never represented that my loans were an investment in his company, and I did not consider it to be as such an investment. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

Exhibit 6

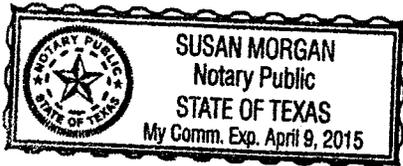
5. Mr. Arrowood's obligation to me under the promissory note, to repay the loan in full, was not contingent on the success of his company or the success of any particular venture.

FURTHER AFFIANT SAYETH NOT.


David Rapp


Notary Public

My Commission Expires: 4/9/15



**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

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

Case No. CJ-2012-6164

AFFIDAVIT OF BILL BYRD

I, Bill Byrd, being of age and duly sworn, alleges and states as follows:

1. I am a resident of Fort Worth, Texas, and am personally acquainted with Defendant Robert Arrowood.

2. I have loaned money to Defendant Robert Arrowood and his company, 2001 Trinity Fund, L.L.C., on approximately 4 occasions.

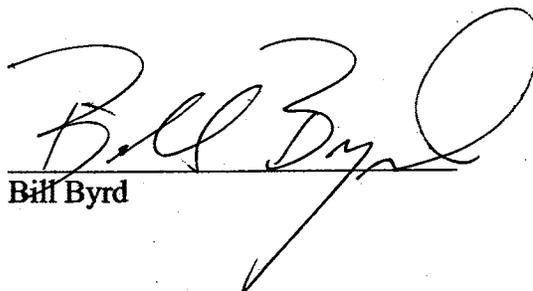
3. The loans were memorialized by promissory notes with fixed interest rates. All of the promissory notes had maturity dates of sixty (60) days or less and provided for specified penalty amounts if repayment was not timely made. I made the loan(s) for the purpose of receiving repayment of my principal, plus the accrued interest stated in the promissory note(s).

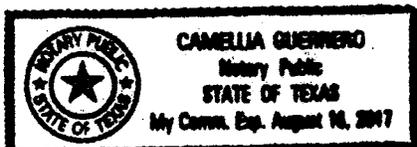
4. Mr. Arrowood never represented that my loans were an investment in his company, and I did not consider it to be as such an investment. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

Exhibit 7

5. Mr. Arrowood's obligation to me under the promissory note, to repay the loan in full, was not contingent on the success of his company or the success of any particular venture.

FURTHER AFFIANT SAYETH NOT.


Bill Byrd



Notary Public

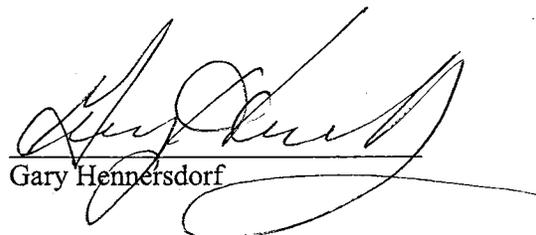
*Notarizing
signature only
not content.*

My Commission Expires:

August 14, 2017

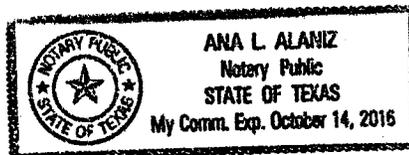
5. Mr. Arrowood's obligation to me under the promissory note, to repay the loan in full, was not contingent on the success of his company or the success of any particular venture.

FURTHER AFFIANT SAYETH NOT.


Gary Hennersdorf


Notary Public

My Commission Expires: 10-14-2016



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities,
ex rel. Irving L. Faught, Administrator,

Plaintiff,

v.

2001 Trinity Fund, L.L.C. and
Robert Arrowood,

Defendants.

Case No. CJ-2012-6164

AFFIDAVIT OF ED FINSTAD

I, Ed Finstad, being of age and duly sworn, alleges and states as follows:

1. I am a resident of Hilltop Lakes, Texas, and am personally acquainted with Defendant Robert Arrowood.

2. I have loaned money to Defendant Robert Arrowood and his company, 2001 Trinity Fund, L.L.C., on approximately 34 occasions.

3. The loans were memorialized by promissory notes with fixed interest rates. All of the promissory notes had maturity dates of sixty (60) days or less and provided for specified penalty amounts if repayment was not timely made.

4. Mr. Arrowood never represented that such loans were an investment in his company, and I never considered them as such. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

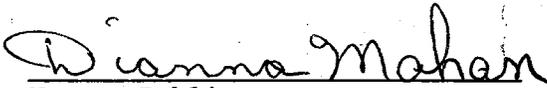
5. Repayment of the loans by Mr. Arrowood and/or 2001 Trinity Fund, L.L.C. was never conditioned on the success of 2001 Trinity, L.L.C.'s oil and gas exploration business.

Exhibit 9

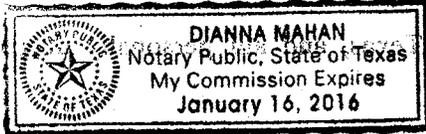
FURTHER AFFIANT SAYETH NOT

Case No. 03-012-0184


Ed Finstad


Notary Public

My Commission Expires



1. I have loaned money to Defendant Robert Anderson and his company, 2001 Trinity Park, L.L.C. approximately \$100,000.00. The funds were memorialized by promissory notes with fixed interest rates. All of the provisions, not a non maturity date of sixty (60) days or less and provided for specified maturity amounts if payments were not timely made.

2. Mr. Anderson never repaid me and each time when an attempt to his company and I never considered them as such. To the contrary, the loans were collateralized to me and treated as private commercial loans with more favorable rates of interest.

3. In repayment of the loans by Mr. Anderson under 2001 Trinity Park, L.L.C. I was never contacted on the case of 2011 Trinity, L.L.C. I filed suit and was appointed guardian

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

Oklahoma Department of Securities,
ex rel. Irving L. Faught, Administrator ,

Plaintiff,

v.

2001 Trinity Fund, L.L.C. and
Robert Arrowood,

Defendants.

Case No. CJ-2012-6164

AFFIDAVIT OF RICHARD MACHINA

I, Richard Machina, being of age and duly sworn, alleges and states as follows:

1. I am a resident of Fort Worth, Texas, and am personally acquainted with Defendant Robert Arrowood.

2. I have loaned money to Defendant Robert Arrowood and his company, 2001 Trinity Fund, L.L.C., on approximately 1 occasions.

3. The loans were memorialized by promissory notes with fixed interest rates. All of the promissory notes had maturity dates of sixty (60) days or less and provided for specified penalty amounts if repayment was not timely made.

4. Mr. Arrowood never represented that such loans were an investment in his company, and I never considered them as such. To the contrary, the loans were contemplated to be, and treated as, routine commercial loans with more favorable rates of interest.

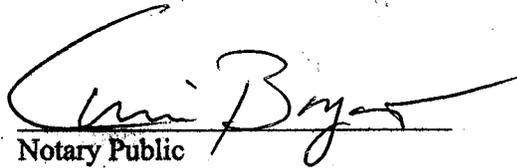
5. Repayment of the loans by Mr. Arrowood and/or 2001 Trinity Fund, L.L.C. was never conditioned on the success of 2001 Trinity, L.L.C.'s oil and gas exploration business.

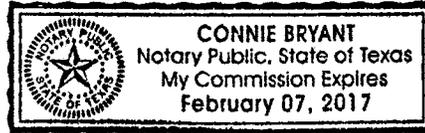
Exhibit 10



FURTHER AFFIANT SAYETH NOT.


Richard Machina


Notary Public



My Commission Expires: 02/07/2017

FORM 1

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page: 1

Case No: 09-16236 WV Judge: T.M. WEAVER
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE

Date Filed (f) or Converted (c): 09/28/11 (c)

341(a) Meeting Date: 11/01/11

Claims Bar Date: 12/29/11

For Period Ending: 10/04/13

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA=554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA) Gross Value of Remaining Assets
1. MINERAL INCOME (u)	0.00	225,000.00		49,540.08	175,459.92
2. COPPER BLUFF UNIT WELL 1H DENTON COUNTY, TX	472,000.00	472,000.00		0.00	472,000.00
3. COPPER BLUFF UNIT WELL 2H DENTON COUNTY, TX	424,800.00	424,800.00		0.00	424,800.00
4. COPPER BLUFF UNIT WELL 3H DENTON COUNTY, TX	424,800.00	424,800.00		0.00	424,800.00
5. COPPER BLUFF UNIT WELL 4H DENTON COUNTY, TX	443,600.00	443,600.00		0.00	443,600.00
6. COPPER BLUFF UNIT WELL 5H DENTON COUNTY, TX	472,000.00	472,000.00		0.00	472,000.00
7. COPPER BLUFF UNIT WELL 6H DENTON COUNTY, TX	519,200.00	519,200.00		0.00	519,200.00
8. COPPER BLUFF UNIT WELL 7H DENTON COUNTY, TX	481,400.00	481,400.00		0.00	481,400.00
9. COPPER BLUFF UNIT WELL 8H DENTON COUNTY, TX	Unknown	15,000.00		0.00	15,000.00
10. F TAYLOR UNIT WELL 1H DENTON COUNTY, TX	483,800.00	483,800.00		0.00	483,800.00
11. F TAYLOR UNIT WELL 2H DENTON COUNTY, TX	677,400.00	677,400.00		0.00	677,400.00
12. METHODIST CHILDREN'S UNIT WELL 1H DENTON COUNTY, TX	Unknown	12,000.00		0.00	12,000.00
13. METHODIST CHILDREN'S UNIT WELL 2H DENTON COUNTY, TX	Unknown	12,000.00		0.00	12,000.00
14. METHODIST CHILDREN'S UNIT WELL 3H DENTON COUNTY, TX	Unknown	12,000.00		0.00	12,000.00
15. METHODIST CHILDREN'S UNIT WELL 4H DENTON COUNTY, TX	Unknown	12,000.00		0.00	12,000.00
16. SYCAMORE BEND UNIT WELL 1H	Unknown	6,000.00		0.00	6,000.00

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Case No: 09-16236 WV Judge: T.M. WEAVER
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Date Filed (f) or Converted (c): 09/28/11 (c)
341(a) Meeting Date: 11/01/11
Claims Bar Date: 12/29/11

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA=554(a)	Safe/Funds Received by the Estate	Asset Fully Administered (FA) Gross Value of Remaining Assets
DENTON COUNTY, TX					
17. GOLDFIELD UNIT WELL 1H DENTON COUNTY, TX	87,400.00	87,400.00		0.00	87,400.00
18. GOLDFIELD UNIT WELL 2H DENTON COUNTY, TX	107,500.00	107,500.00		0.00	107,500.00
19. HICKORY PARK UNIT WELL 1H DENTON COUNTY, TX	67,200.00	67,200.00		0.00	67,200.00
20. POINT VISTA UNIT WELL 1H DENTON COUNTY, TX	60,500.00	60,500.00		0.00	60,500.00
21. ANDRES UNIT #1H PARKER COUNTY, TX	308,700.00	0.00		0.00	FA
22. BLAIR PICKERING #1H PARKER COUNTY, TX	270,100.00	0.00		0.00	FA
23. BLAIR PICKERING #2H PARKER COUNTY, TX	231,600.00	0.00		0.00	FA
24. MAHAFFEY UNIT #1H TARRANT COUNTY, TX	27,600.00	0.00		0.00	FA
25. MAHAFFEY UNIT #2H TARRANT COUNTY, TX	66,100.00	0.00		0.00	FA
26. N. WILSON #1H ERATH COUNTY, TX	13,800.00	0.00		0.00	FA
27. STETSON MASSEY UNIT #1H QUICKSILVER HOOD COUNTY, TX	11,500.00	0.00		0.00	FA
28. STETSON MASSEY UNIT #2H QUICKSILVER HOOD COUNTY, TX	16,200.00	0.00		0.00	FA
29. STETSON MASSEY UNIT #3H HOOD COUNTY, TX	27,700.00	0.00		0.00	FA
30. STETSON MASSEY UNIT #4H HOOD COUNTY, TX	23,100.00	0.00		0.00	FA
31. STETSON MASSEY UNIT #5H	15,000.00	0.00		0.00	FA

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASESCase No: 09-16236 WV Judge: T.M. WEAVER
Case Name: 2001 TRINITY FUND, LLCTrustee Name: L. WIN HOLBROOK, TRUSTEE
Date Filed (f) or Converted (c): 09/28/11 (c)
341(a) Meeting Date: 11/01/11
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1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA=554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
HOOD COUNTY, TX					
32. TURNEY #1H HOOD COUNTY, TX	41,500.00	0.00		0.00	FA
33. TURNEY #2H HOOD COUNTY, TX	28,500.00	0.00		0.00	FA
34. TURNEY #3H HOOD COUNTY, TX	25,900.00	0.00		0.00	FA
35. ANDRES #2H PARKER COUNTY, TX	424,500.00	0.00		0.00	FA
36. STETSON MASSEY PIPELINES HOOD COUNTY, TX	Unknown	0.00		0.00	FA
37. STETSON MASSEY TANK BATTERY HOOD COUNTY, TX	Unknown	0.00		0.00	FA
38. TURNEY #4, HOOD COUNTY, TX	Unknown	0.00		0.00	FA
39. TURNEY #5 HOOD COUNTY, TX	Unknown	0.00		0.00	FA
40. AUNE #2H DENTON COUNTY, TX	268,800.00	268,800.00		0.00	268,800.00
41. TRIMBLE 1H TARRANT COUNTY, TX	3,900.00	3,900.00		0.00	3,900.00
42. TRIMBLE 2H TARRANT COUNTY, TX	4,100.00	4,100.00		0.00	4,100.00
43. TRIMBLE 3H TARRANT COUNTY, TX	5,100.00	5,100.00		0.00	5,100.00
44. TRIMBLE 4H TARRANT COUNTY, TX	4,200.00	4,200.00		0.00	4,200.00
45. TRIMBLE 5H TARRANT COUNTY, TX	3,400.00	3,400.00		0.00	3,400.00
46. TRIMBLE 6H	3,300.00	3,300.00		0.00	3,300.00

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT

ASSET CASES

Case No: 09-16236 WV Judge: T.M. WEAVER
 Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
 Date Filed (f) or Converted (c): 09/28/11 (c)
 341(a) Meeting Date: 11/01/11
 Claims Bar Date: 12/29/11

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA=554(a)	Safe/Funds Received by the Estate	Asset Fully Administered (FA) Gross Value of Remaining Assets
TARRANT COUNTY, TX					
47. TRIMBLE 7H TARRANT COUNTY, TX	3,600.00	3,600.00		0.00	3,600.00
48. TRIMBLE 8H TARRANT COUNTY, TX	4,400.00	4,400.00		0.00	4,400.00
49. ACREY #1 TARRANT COUNTY, TX	700.00	700.00		0.00	700.00
50. CROWLEY #1 DENTON COUNTY, TX	100.00	100.00		0.00	100.00
51. CROWLEY #2 DENTON COUNTY, TX	100.00	100.00		0.00	100.00
52. ALLIANCE SPEEDWAY UNIT C-1 DENTON COUNTY, TX	100.00	100.00		0.00	100.00
53. ALLIANCE SPEEDWAY UNIT B-2, DENTON COUNTY, TX	100.00	100.00		0.00	100.00
54. ALLIANCE SPEEDWAY UNIT E-3 DENTON COUNTY, TX	100.00	100.00		0.00	100.00
55. ALLIANCE SPEEDWAY UNIT D-4 DENTON COUNTY, TX	100.00	100.00		0.00	100.00
56. KENDALL STEPHENS 1 DENTON COUNTY, TX	500.00	500.00		0.00	500.00
57. KENDALL STEPHENS 3 TARRANT COUNTY, TX	400.00	400.00		0.00	400.00
58. KENDALL STEPHENS 4, TARRANT COUNTY, TX	3,500.00	3,500.00		0.00	3,500.00
59. WIGGINS 1 TARRANT COUNTY, TX	100.00	100.00		0.00	100.00
60. WIGGINS 2 TARRANT COUNTY, TX	400.00	400.00		0.00	400.00
61. ROY GAGE 1	6,600.00	6,600.00		0.00	6,600.00

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Case No: 09-16236 WV Judge: T.M. WEAVER
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Date Filed (f) or Converted (c): 09/28/11 (c)
341(a) Meeting Date: 11/01/11
Claims Bar Date: 12/29/11

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA=554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA) Gross Value of Remaining Assets
UPSHUR COUNTY, TX					
62. CASH CASH WAS PROPERTY OF CHAPTER 11 - NOT CHAPTER 7	1,062.07	0.00		0.00	FA
63. ACCT RECEIVABLE: CARRIZO OIL/GAS -BARNETT SHALE COURT OF APPEALS RULED NOT ASSET OF DEBTOR	2,324,000.00	0.00		0.00	FA
64. ACCT RECEIVABLE: CARRIZO OIL/GAS - UTA PROPERTIES	7,701.00	7,701.00		0.00	7,701.00
65. ACCT RECEIVABLE: NEUMIN PRODUCTION Chapt 11 Asset	89.19	0.00		0.00	FA
66. ACCT RECEIVABLE: QUICKSILVER RESOURCE Chap 11 Asset	53.80	0.00		0.00	FA
67. ACCT RECEIVABLE: CHESAPEAKE OPERATING Chapt 11 Asset	114.83	0.00		0.00	FA
68. ACCT RECEIVABLE: CARRIZO OIL/GAS - DENTON COUNTY	94,000.00	94,000.00		0.00	94,000.00
69. ACCT RECEIVABLE: UNPAID LEASEHOLD, DENTON COUNTY	403,800.81	403,800.81		0.00	403,800.81
70. OIL/GAS PROPERTY INTEREST	0.00	0.00		0.00	FA
71. RECOVERY OF ATTY FEES & COSTS	855,586.00	855,586.00		0.00	855,586.00
72. LAKEWIND LLC OIL/GAS LEASE	87,500.00	0.00		0.00	FA
73. BILL BYRD DENTON COUNTY PROPERTY	140,000.00	0.00		0.00	FA
74. C&P PROPERTIES IN DENTON COUNTY	233,333.33	0.00		0.00	FA
75. DAVID RAPP DENTON COUNTY PROPERTY	40,000.00	0.00		0.00	FA
76. ED FINSTAD DENTON COUNTY PROPERTIES	86,000.00	0.00		0.00	FA
77. GARY HENNERSDORF DENTON COUNTY PROPERTIES	38,666.67	0.00		0.00	FA

FORM 1

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page: 6

Case No: 09-16236 WV Judge: T.M. WEAVER
Case Name: 2001 TRINITY FUND, LLCTrustee Name: L. WINHOLBROOK, TRUSTEE
Date Filed (f) or Converted (c): 09/28/11 (c)
341(a) Meeting Date: 11/01/11
Claims Bar Date: 12/29/11

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA=554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
78. KAREN BARLOW DENTON COUNTY PROPERTIES	85,333.33	0.00		0.00	FA
79. RICHARD MACHINA DENTON COUNTY PROPERTIES	26,666.67	0.00		0.00	FA
80. VARIOUS OFFICE SUPPLIES/EQUIPMENT	Unknown	0.00		0.00	FA
81. DEBTOR IN POSSESSION ACCOUNT (u)	0.00	0.00		829.62	FA
82. Post-Petition Interest Deposits (u)	Unknown	N/A		0.25	Unknown
83. VOID (u)	Unknown	0.00		0.00	FA
84. COURT AWARDED APPELLATE COSTS (u)	0.00	14,035.85		14,035.85	FA

TOTALS (Excluding Unknown Values)	\$10,990,907.70	\$6,704,323.66		\$64,405.80	Value of Remaining Assets \$6,640,747.73 (Total Dollar Amount in Column 6)
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Major activities affecting case closing which are not reflected above, and matters pending, date of hearing or sale, and other action:

February 23, 2012 (EAM) OPENED MONEY MARKET ACCOUNT & TRANSFERRED ALL FUNDS FROM CHECKING
July 31, 2012 (EAM) CLOSED BOA CHECKING ACCOUNT

March 25, 2013, 01:53 pm

Appeal is pending with Texas Supreme Court. This must be resolved before much more can be done.
Hope to hear something from the supreme court soon. LWHOctober 02, 2013 (EAM) THE COURT OF APPEALS RULED THAT ASSETS #21 THRU #39 WERE NOT PROPERTY OF
DEBTOR AT THE TIME OF BANKRUPTCY FILING AND ASSETS #72 THRU #79 ARE CREDITORS - NOT ASSETS.

Initial Projected Date of Final Report (TFR): 03/30/13

Current Projected Date of Final Report (TFR): 10/31/15

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Bank Name: FIRST NATIONAL BANK OF VINITA
Account Number / CD #: *****1033 Checking - Non Interest

Taxpayer ID No: *****6174
For Period Ending: 10/04/13

Blanket Bond (per case limit): \$ 6,507,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans. Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
			BALANCE FORWARD				0.00
Ct 08/15/12		Trsf In From BANK OF AMERICA	INITIAL WIRE TRANSFER IN	9999-000	13,456.79		13,456.79
C 08/29/12	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	442.93		13,899.72
C 08/29/12	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	43.02		13,942.74
C 09/25/12		First National Bank of Vinita	Bank Service Fees	2600-000		4.72	13,938.02
C 10/01/12	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	525.64		14,463.66
C 10/01/12	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	26.00		14,489.66
C 10/16/12		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		8.59	14,481.07
C 10/19/12	1	ARP Barnett, LLC	Mineral Income	1223-000	11,428.55		25,909.62
C 10/29/12	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	518.25		26,427.87
C 10/29/12	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	25.02		26,452.89
C 11/06/12		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		11.59	26,441.30
C 11/19/12	1	ARP BARNETT, LLC	MINERAL INCOME	1223-000	7,740.01		34,181.31
C 11/28/12	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	488.41		34,669.72
C 12/07/12		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		18.07	34,651.65
C 12/17/12	1	ARP BARNETT, LLC	MINERAL INCOME	1223-000	10,087.18		44,738.83
C 12/21/12	1	DEVON	MINERAL INCOME	1223-000	110.63		44,849.46
C 12/31/12	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	50.80		44,900.26
C 01/02/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	433.79		45,334.05
C 01/08/13	003001	BAYLESS AND STOKES 2931 FERNDAL HOUSTON, TX 77098	PER ORDER DATED 1/07/13	3210-000		25,000.00	20,334.05
C 01/08/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		24.99	20,309.06
C 01/28/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	398.65		20,707.71
C 01/28/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	45.81		20,753.52

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
Case Name: 2001 TRINITY FUND, LLC
Taxpayer ID No: *****6174
For Period Ending: 10/04/13

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Bank Name: FIRST NATIONAL BANK OF VINITA
Account Number / CD #: *****1033 Checking - Non Interest

Blanket Bond (per case limit): \$ 6,507,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans. Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
C 02/07/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		29.29	20,724.23
C 02/27/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	495.99		21,220.22
C 03/04/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	47.03		21,267.25
C 03/07/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		19.90	21,247.35
C 03/26/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	162.93		21,410.28
C 03/29/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	487.10		21,897.38
C 04/05/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		22.58	21,874.80
C 04/29/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	396.84		22,271.64
C 04/29/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	31.56		22,303.20
C 05/07/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		22.49	22,280.71
C 05/16/13	003002	INTERNATIONAL SURETIES SUITE 420 701 POYDRAS STREET NEW ORLEANS, LA 70139	BLANKET BOND DISBURSEMENT	2300-000		17.58	22,263.13
C 05/23/13	1	DEVON	MINERAL INCOME	1223-000	110.40		22,373.53
C 06/04/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	39.67		22,413.20
C 06/04/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	457.71		22,870.91
C 06/07/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		23.68	22,847.23
C 06/28/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	502.35		23,349.58
C 06/28/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	51.41		23,400.99
C 07/08/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		23.41	23,377.58
C 07/29/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	75.91		23,453.49
C 07/29/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	522.14		23,975.63
C 08/05/13	84	ZUKOWSKI BRESENHAN SINEX & PETRY LLP ATTORNEYS AT LOW	COURT AWARDED APPELLATE COSTS	1249-000	14,035.85		38,011.48

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Bank Name: FIRST NATIONAL BANK OF VINITA
Account Number / CD #: *****1033 Checking - Non Interest

Taxpayer ID No: *****6174
For Period Ending: 10/04/13

Blanket Bond (per case limit): \$ 6,507,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans. Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
C 08/07/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		24.87	37,986.61
C 09/05/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	65.38		38,051.99
C 09/05/13	1	CHESAPEAKE OPERATING, INC.	MINERAL INCOME	1223-000	29.76		38,081.75
C 09/05/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	490.09		38,571.84
C 09/06/13	003003	D.R. PAYNE & ASSOCIATES, INC. 119 N ROBINSON, STE 400 OKLAHOMA CITY, OK 73102	CHAPTER 7 ACCOUNTANT FEES PER ORDER ENTERED 8/23/13	3410-000		10,000.00	28,571.84
C 09/06/13	003004	ANDREWS DAVIS 100 NORTH BROADWAY, STE 3300 OKLAHOMA CITY, OK 73102	CHAPTER 7 ATTORNEY FEES PER ORDER ENTERED 8/22/13	3110-000		10,000.00	18,571.84
C 09/09/13		FIRST NATIONAL BANK OF VINITA	BANK SERVICE FEE	2600-000		37.93	18,533.91
C 09/16/13	003005	OKLAHOMA TAX COMMISSION PO BOX 26930 OKLAHOMA CITY, OK 73126-0930	73-1606174 2012 OK ANNUAL BUSINESS ACTIVITY TAX	5800-000		25.00	18,508.91
C 09/16/13	003006	OKLAHOMA TAX COMMISSION INCOME TAX PO BOX 26800 OKLAHOMA CITY, OK 73126-0800	73-1606174 2011 OK CORPORATION INCOME TAX	5800-000		7.00	18,501.91
C 09/16/13	003007	OKLAHOMA TAX COMMISSION PO BOX 26930 OKLAHOMA CITY, OK 73126-0930	73-1606174 2011 OK ANNUAL BUSINESS ACTIVITY TAX	5800-000		25.00	18,476.91
C 09/16/13	003008	OKLAHOMA TAX COMMISSION ELECTRONIC FILING POST OFFICE 26890 OKLAHOMA CITY, OK 73126-0890	73-1606174 2012 OK CORPORATION INCOME TAX	5800-000		73.00	18,403.91
C 09/30/13	1	QUICKSILVER RESOURCES, INC.	MINERAL PROPERTY INCOME	1223-000	431.24		18,835.15
C 09/30/13	1	NEUMIN PRODUCTION COMPANY	MINERAL PROPERTY INCOME	1223-000	51.61		18,886.76
C 09/30/13	003009	OTC PO BOX 26930 OKLAHOMA CITY, OK 73126-0930	OKLAHOMA STATE TAXES	5800-000		9.41	18,877.35
C 09/30/13	003010	INTERNAL REVENUE SERVICE OGDEN, UT 84201-0039	INTERNAL REVENUE TAXES 73-1606174	5800-000		214.71	18,662.64
C 09/30/13	003011	INTERNAL REVENUE SERVICE OGDEN, UT 84201-0039	INTERNAL REVENUE TAXES 73-1606174	5800-000		5,685.08	12,977.56

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Cnse No: 09-16236 -WV
 Case Name: 2001 TRINITY FUND, LLC
 Taxpayer ID No: *****6174
 For Period Ending: 10/04/13

Trustee Name: L. WIN HOLBROOK, TRUSTEE
 Bank Name: FIRST NATIONAL BANK OF VINITA
 Account Number / CD #: *****1033 Checking - Non Interest

Blanket Bond (per case limit): \$ 6,507,000.00
 Separate Bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans. Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
C 10/02/13	1	CHESAPEAKE OPERATING, INC.	MINERAL INCOME	1223-000	47.94		13,025.50

* Reversed
 1 Funds Transfer
 C Bank Cleared

Account	Balance Forward	0.00		
*****1033	35 Deposits	50,897.60	11 Checks	51,056.78
	0 Interest Postings	0.00	13 Adjustments Out	272.11
			0 Transfers Out	0.00
	Subtotal	\$ 50,897.60	Total	\$ 51,328.89
	0 Adjustments In	0.00		
	1 Transfers In	13,456.79		
	Total	\$ 64,354.39		

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Bank Name: BANK OF AMERICA
Account Number / CD #: *****0116 Checking - Non Interest

Taxpayer ID No: *****6174

For Period Ending: 10/04/13

Blanket Bond (per case limit): \$ 6,507,000.00

Separate Bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans. Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
			BALANCE FORWARD				0.00
C 09/30/11	1	NEUMIN PRODUCTION COMPANY	OIL/GAS INCOME	1223-000	25.73		25.73
C 09/30/11	1	QUICKSILVER RESOURCES INC	OIL/GAS INCOME	1223-000	62.04		87.77
C 09/30/11	1	NEUMIN PRODUCTION COMPANY	OIL/GAS INCOME	1223-000	26.37		114.14
C 09/30/11	1	DEVON	OIL/GAS INCOME	1223-000	128.17		242.31
C 10/11/11	81	DEBTOR IN POSSESSION ACCT BALANCE	DEBTOR IN POSSESSION ACCT BALANCE	1290-000	829.62		1,071.93
C 11/08/11		Bank of America	Bank Service Fee	2600-000		0.95	1,070.98
C 11/21/11	1	NEUMIN PRODUCTION COMPANY	OIL/GAS INCOME	1223-000	56.64		1,127.62
C 11/21/11	1	CHESAPEAKE OPERATING INC	OIL/GAS INCOME	1223-000	51.71		1,179.33
C 11/21/11	1	APACHE CORPORATION	OIL/GAS INCOME	1223-000	32.41		1,211.74
C 12/07/11		BANK OF AMERICA	BANK OF AMERICA	1270-000		1.34	1,210.40
C 12/30/11		BANK OF AMERICA	BANK SERVICE FEE	2600-000		1.49	1,208.91
C 01/03/12	1	APACHE CORPORATION	OIL/GAS INCOME	1223-000	1,290.67		2,499.58
C 01/17/12	1	NEUMIN PRODUCTION COMPANY	OIL/GAS INCOME	1223-000	79.79		2,579.37
C 01/17/12	1	CHESAPEAKE OPERATING INC	OIL/GAS INCOME	1223-000	81.79		2,661.16
C 01/31/12	1	NEUMIN PRODUCTION COMPANY	OIL/GAS INCOME	1223-000	53.01		2,714.17
C 01/31/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		2.86	2,711.31
Ct 02/23/12		Transfer to Acct #*****4261	Bank Funds Transfer	9999-000		2,711.31	0.00
C 02/29/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		2.43	-2.43
Ct 03/05/12		Transfer from Acct #*****4261	Bank Funds Transfer	9999-000	2.43		0.00

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
 Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
 Bank Name: BANK OF AMERICA
 Account Number / CD #: *****0116 Checking - Non Interest

Taxpayer ID No: *****6174
 For Period Ending: 10/04/13

Blanket Bond (per case limit): \$ 6,507,000.00
 Separate Bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)

* Reversed
 † Funds Transfer
 C Bank Cleared

Account	Balance Forward	0.00	0 Checks	0.00
*****0116	12 Deposits	2,717.95	5 Adjustments Out	9.07
	0 Interest Postings	0.00	1 Transfers Out	2,711.31
	Subtotal	\$ 2,717.95	Total	\$ 2,720.38
	0 Adjustments In	0.00		
	1 Transfers In	2.43		
	Total	\$ 2,720.38		

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
Bank Name: BANK OF AMERICA
Account Number / CD #: *****4261 Money Market - Interest Bearing

Taxpayer ID No: *****6174
For Period Ending: 10/04/13

Blanket Bond (per case limit): \$ 6,507,000.00
Separate Bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
			BALANCE FORWARD				0.00
C1 02/23/12		Transfer from Acct #*****0116	Bank Funds Transfer	9999-000	2,711.31		2,711.31
C 02/29/12	82	BANK OF AMERICA	Interest Rate 0.010	1270-000	0.01		2,711.32
C 03/02/12	1	NEUMIN PRODUCTION COMPANY	MINERAL INCOME	1223-000	45.79		2,757.11
C1 03/05/12		Transfer to Acct #*****0116	Bank Funds Transfer	9999-000		2.43	2,754.68
C 03/19/12	1	DEVON ENERGY PRODUCTION CO LP	MINERAL INCOME	1223-000	117.21		2,871.89
C 03/27/12	1	NEUMIN PRODUCTION COMPANY	MINERAL INCOME	1223-000	30.48		2,902.37
C 03/30/12	82	BANK OF AMERICA	Interest Rate 0.010	1270-000	0.02		2,902.39
C 03/30/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		3.41	2,898.98
C 04/27/12	1	NEUMIN PRODUCTION COMPANY	MINERAL INCOME	1223-000	33.39		2,932.37
C 04/30/12	82	BANK OF AMERICA	INTEREST REC'D FROM BANK	1270-000	0.02		2,932.39
C 04/30/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		3.68	2,928.71
C 05/31/12	82	BANK OF AMERICA	Interest Rate 0.010	1270-000	0.02		2,928.73
C 05/31/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		3.72	2,925.01
C 06/06/12	000101	INTERNATIONAL SURETIES SUITE 420 701 POYDRAS STREET NEW ORLEANS, LA 70139	BLANKET BOND DISBURSEMENT	2300-000		3.90	2,921.11
C 06/12/12	1	NEUMIN PRODUCTION COMPANY	MINERAL INCOME	1223-000	166.93		3,088.04
C 06/27/12	1	QUICKSILVER RESOURCES, INC.	MINERAL INCOME	1123-000	9,920.55		13,008.59
C 06/29/12	82	BANK OF AMERICA	Interest Rate 0.010	1270-000	0.02		13,008.61
C 06/29/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		3.58	13,005.03
C 07/02/12	1	NEUMIN PRODUCTION COMPANY	MINERAL INCOME	1223-000	30.35		13,035.38
C 07/17/12	1	DEVON ENERGY PRODUCTION CO LP	MINERAL INCOME	1223-000	54.65		13,090.03
*C 07/17/12		DEVON ENERGY PRODUCTION CO LP	MINERAL INCOME	1223-000	25.57		13,115.60
*C 07/27/12		DEVON ENERGY PRODUCTION CO LP	MINERAL INCOME	1223-000	-25.57		13,090.03

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 09-16236 -WV
 Case Name: 2001 TRINITY FUND, LLC

Trustee Name: L. WIN HOLBROOK, TRUSTEE
 Bank Name: BANK OF AMERICA
 Account Number / CD #: *****4261 Money Market - Interest Bearing

Taxpayer ID No: *****6174
 For Period Ending: 10/04/13

Blanket Bond (per case limit): \$ 6,507,000.00
 Separate Bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description Of Transaction	Uniform Trans. Code	Deposits (\$)	Disbursements (\$)	Account / CD Balance (\$)
			RETURNED BECAUSE OF "STALE DATE"				
C 07/27/12	1	QUICKSILVER RESOURCES, INC.	MINERAL INCOME	1223-000	390.65		13,480.68
C 07/31/12	82	BANK OF AMERICA	Interest Rate 0.010	1270-000	0.11		13,480.79
C 07/31/12		BANK OF AMERICA	BANK SERVICE FEE	2600-000		16.34	13,464.45
C 08/15/12	82	BANK OF AMERICA	INTEREST REC'D FROM BANK	1270-000	0.05		13,464.50
C 08/15/12		BANK OF AMERICA 901 MAIN STREET 9TH FLOOR DALLAS, TX 75202-3714	BANK FEES	2600-000		7.71	13,456.79
CI 08/15/12		Trsf To FIRST NATIONAL BANK OF VINI.	FINAL TRANSFER	9999-000		13,456.79	0.00

* Reversed
 1 Funds Transfer
 C Bank Cleared

Account	Balance Forward	0.00		
*****4261	11 Deposits	10,790.00		
	7 Interest Postings	0.25		
	Subtotal	\$ 10,790.25		
	0 Adjustments In	0.00		
	1 Transfers In	2,711.31		
	Total	\$ 13,501.56		
			1 Checks	3.90
			6 Adjustments Out	38.44
			2 Transfers Out	13,459.22
			Total	\$ 13,501.56

Report Totals

Balance Forward	0.00		
58 Deposits	64,405.55		
7 Interest Postings	0.25		
Subtotal	\$ 64,405.80		
0 Adjustments In	0.00		
3 Transfers In	16,170.53		
Total	\$ 80,576.33		
		12 Checks	51,060.68
		24 Adjustments Out	319.62
		3 Transfers Out	16,170.53
		Total	\$ 67,550.83
		Net Total Balance	\$ 13,025.50