B1 (Official Form 1)(4/10)

United States Bankruptcy Court
Northern District of Texas, Dallas Division

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse) (Last, First, Middle):
TriDimension Energy, L.P.	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
FKA TriDimension Energy, LLC; FKA Ram Oil & Gas, LLC	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) **20-4734057**	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): **16610 Dallas Parkway, Suite 2500 Dallas, TX** ZIP Code **75248**	Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: **Dallas**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code	Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above): **Texas**	

Type of Debtor (Form of Organization) (Check one box)

- ☐ Individual (includes Joint Debtors) *See Exhibit D on page 2 of this form.*
- ☐ Corporation (includes LLC and LLP)
- ☐ Partnership
- ■ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Limited Partnership

Nature of Business (Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ■ Other

Tax-Exempt Entity (Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts (Check one box)

- ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ■ Debts are primarily business debts.

Filing Fee (Check one box)

- ■ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ■ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,343,300 *(amount subject to adjustment on 4/01/13 and every three years thereafter).*

Check all applicable boxes:

- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ■ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

☐ 1-49	☐ 50-99	☐ 100-199	■ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000

Estimated Assets

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	■ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	■ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **TriDimension Energy, L.P.**	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)		
Location Where Filed: **- None -**	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)		
Name of Debtor: **See Attached Schedule 1**	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

■ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

■ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

■ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____
(Name of landlord that obtained judgment)

_____
(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
TriDimension Energy, L.P.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (If not represented by attorney)

_____
Date

Signature of Attorney*

X **/s/ William L. Wallander, SBT**
Signature of Attorney for Debtor(s)

William L. Wallander, SBT #20780750
Printed Name of Attorney for Debtor(s)

Vinson & Elkins LLP
Firm Name

2001 Ross Avenue
Suite 3700
Dallas, TX 75201

Address

214-220-7700
Telephone Number

May 21, 2010
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **/s/ Jason H. Downie**
Signature of Authorized Individual

Jason H. Downie
Printed Name of Authorized Individual

Executive Vice President
Title of Authorized Individual

May 21, 2010
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11. United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

_____
Printed Name of Foreign Representative

_____
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankrutpcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

_____
Address

X _____

_____
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person,or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

WRITTEN CONSENT OF THE GENERAL PARTNER OF TRIDIMENSION ENERGY, L.P.

May 21, 2010

The undersigned (the "General Partner"), being the sole general partner of TriDimension Energy, L.P., a Delaware limited partnership (the "Partnership"), acting pursuant to Section 17-405(d) of the Delaware Revised Uniform Limited Partnership Act, hereby adopts, by written consent, the following resolutions:

Forbearance Agreement and New Mortgages

WHEREAS, the Partnership, TDE Property Holdings, LP, a Louisiana partnership in commendam ("Property Holdings"), Axis E&P, LP, a Louisiana partnership in commendam ("E&P"), Axis Onshore, LP, a Louisiana partnership in commendam ("Onshore"), Axis Marketing, LP, a Louisiana partnership in commendam ("Marketing"), and Ram Drilling, LP, a Louisiana partnership in commendam ("Ram" and together with Property Holdings, E&P, Onshore and Marketing, the "Guarantors"), have entered into that certain Loan Agreement dated April 23, 2008, by and among the Partnership, the Guarantors, Amegy Bank National Association, as agent (in such capacity, "Agent") and as a lender, and certain other financial institutions from time to time party thereto (the "Banks"), as amended by the First Amendment dated May 28, 2008, the Second Amendment dated August 15, 2008, the Third Amendment dated October 31, 2008, the Fourth Amendment dated April 23, 2009, and the Fifth Amendment dated May 26, 2009 (as amended, the "Loan Agreement");

WHEREAS, all parties to the Loan Agreement desire to amend the Loan Agreement in certain respects, all on the terms set forth in that certain Sixth Amendment to Loan Agreement, Omnibus Amendment and Forbearance Agreement (the "Forbearance Agreement") pursuant to which, among other things, the Banks and Hedge Providers (as defined in the Loan Agreement) have agreed to forebear from exercising rights and remedies with respect to any Collateral (as defined in the Loan Agreement) under any Security Documents (as defined in the Loan Agreement) for the Forbearance Period (as defined in the Forbearance Agreement);

WHEREAS, in consideration for and in connection with the Forbearance Agreement, the Partnership and the Guarantors, as applicable, have agreed, among other things, to enter into additional mortgages and deeds of trust (the "New Mortgages", together with the Forbearance Agreement and any and all other instruments, certificates, agreements or documents which the Banks or Agent shall so require, the "Forbearance Documents") pursuant to which the Partnership and the Guarantors shall grant a security interest in any and all of their oil and gas properties and leasehold interests not already granted in favor of the Banks prior to the Forbearance Agreement; and

WHEREAS, the General Partner, has been advised of the material terms of the Forbearance Documents and has determined that it is in the best interests of the Partnership to enter into the Forbearance Documents.

RESOLVED that any officer of the Partnership and any officer of the General Partner acting on behalf of the General Partner in its capacity as the general partner of the Partnership (the "Authorized Officers") be, and each (acting alone) is hereby authorized, empowered and directed to, in the name and on behalf of the Partnership, negotiate such terms and conditions for the Forbearance Documents as any of said officers may deem best, and to execute and deliver for and on behalf of the Partnership the Forbearance Documents and such other instruments or written obligations of the Partnership as may be desired or required by the Agent or the Banks in connection with the Forbearance Documents and containing such terms and conditions as may be acceptable or agreeable to any of said officers, such acceptance and agreement to be conclusively evidenced by any of said officers' execution and delivery thereof;

FURTHER RESOLVED, that the Authorized Officers are authorized and empowered to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such other documents, instruments and certificates, including, without limitation, mortgages of all oil and gas properties and leasehold interests owned by the Partnership, in the name and on behalf of the Partnership, as said officer, in his or her discretion, may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions and the Forbearance Documents and to perform the obligations of the Partnership under all instruments and agreements executed on behalf of the Partnership in connection with the Forbearance Documents as authorized by these resolutions;

FURTHER RESOLVED, that the execution by any of the Authorized Officers of any document authorized by the foregoing resolutions, or any document executed in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of the Partnership, without the necessity of the signature or attestation of any other officer of the General Partner; and

FURTHER RESOLVED, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any of the Authorized Officers with the Agent or the Banks in connection with the foregoing matters are hereby ratified, confirmed and adopted by the General Partner as the act and deed of the Partnership.

Chapter 11 Bankruptcy Filing

WHEREAS, having studied the financial state of the Partnership and the related circumstances and situation, the General Partner has determined that it is in the best interests of the Partnership to file with a federal bankruptcy court a voluntary petition pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") as set forth below; such determination having been made in the exercise, in the view of the General Partner, of such duties as the General Partner may owe to creditors or equity holders of the Partnership.

RESOLVED, that the Partnership be, and hereby is, authorized to file with the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") a voluntary petition, on the Partnership's behalf, pursuant to chapter 11 of the Bankruptcy Code as set forth in these resolutions;

FURTHER RESOLVED, that the Authorized Officers be, and each (acting alone) hereby is, authorized and empowered to execute, deliver and file or cause to be filed with the Bankruptcy Court within thirty days of the date hereof a voluntary petition on behalf of the Partnership pursuant to chapter 11 of the Bankruptcy Code (the "Petition"), in such form as prescribed by the Official Forms promulgated in connection with the Bankruptcy Code;

FURTHER RESOLVED, that, upon the filing of a Petition as authorized by the preceding paragraph, the Authorized Officers be, and each (acting alone) hereby is, authorized and empowered to execute and deliver and file or cause to be filed with the Bankruptcy Court, on behalf of the Partnership, all papers and pleadings necessary or convenient to facilitate the chapter 11 bankruptcy case and all of its matters and proceedings, and any and all other documents, including affidavits, necessary or appropriate in connection with the commencement of the chapter 11 case, each in such form or forms as the Authorized Officer so acting may approve;

FURTHER RESOLVED, that the Authorized Officers be, and each (acting alone) hereby is, authorized and empowered to execute and deliver and file or cause to be filed with the Bankruptcy Court, on behalf of the Partnership, and to pursue (i) all papers and pleadings necessary or convenient to effect, cause, or promote the Partnership's reorganization under chapter 11 of the Bankruptcy Code and any and all other documents, including a Plan of Reorganization (the "Plan") providing for the restructuring, reorganization, or liquidation of the Partnership, and a Disclosure Statement for the Plan, together with any amendments or modifications thereto, or any restatements thereof; (ii) all papers and pleadings necessary or convenient to effect, cause, or promote a sale of the Partnership or all or substantially all of its assets, together with any amendments or modifications thereto, or any restatements thereof; and (iii) such affidavits or oral testimony necessary or appropriate in connection therewith, each in such form or forms as the Authorized Officer so acting may approve;

FURTHER RESOLVED, that the Partnership, as debtor and debtor in possession under chapter 11 of the Bankruptcy Code, is authorized to operate its business; use, sell or lease its property and cash; assume or reject unexpired leases and executory contracts; to incur post-petition indebtedness; pursue claims and causes of action; object to claims; enforce the automatic stay; provide assurance to utilities; engage professionals to assist the Partnership; as may be approved by an Authorized Officer from time to time and as such Authorized Officer may determine to be necessary or appropriate;

FURTHER RESOLVED, that the engagement of Stephens, Inc., as investment banking advisor, FTI Consulting, Inc., as financial advisor, and the law firms of Vinson & Elkins LLP, as general counsel, and Ottinger Hebert, L.L.C., as special counsel, in the representation of the Partnership as debtor and debtor in possession, prior to and in any case commenced by the Partnership under the Bankruptcy Code, and in all matters arising in connection therewith, is hereby approved, and each Authorized Officer be, and hereby is, authorized and empowered to retain such other attorneys, advisors, accountants, consultants or other professionals on behalf of the Partnership as the Authorized Officer so acting may determine to be necessary or appropriate;

FURTHER RESOLVED, that each Authorized Officer be, and each (acting alone) hereby is, authorized and empowered to take or cause to be taken any and all such further action, to execute and deliver any and all such further instruments and documents and to pay all such fees and expenses, as the Authorized Officer so acting shall deem appropriate in his or her judgment to fully carry out the intent and accomplish the purposes of these resolutions;

FURTHER RESOLVED, that each Authorized Officer be, and each (acting alone) hereby is, authorized, on behalf of the Partnership, to certify and attest to any documents which he or she may deem necessary or appropriate to consummate any transactions necessary to effectuate the foregoing resolutions; provided, such attestation shall not be required for the validity of any such documents; and

FURTHER RESOLVED, that all actions heretofore taken by the Authorized Officers, in the name of and on behalf of the Partnership, in connection with any of the above matters are hereby in all respects ratified, confirmed, and approved.

General Actions

RESOLVED, that the Authorized Officers be, and each (acting alone) hereby is, authorized, empowered and directed, for and on behalf of the Partnership, to do and perform all such acts and things and enter into, execute, acknowledge, deliver and file all such certificates, agreements, acknowledgments, instruments, contracts, statements and other documents and to take such further actions as they may deem necessary or appropriate to effect the intent and accomplish the purposes of the foregoing resolutions with the taking of any such action by any Authorized Officer, as well as any other actions authorized by the foregoing resolutions, being conclusive evidence that same did meet such standards as set forth above;

FURTHER RESOLVED, that the Authorized Officers be, and each (acting alone) hereby is, authorized, empowered and directed, for and on behalf of the Partnership, to make such modifications to, additions to, deletions from, or changes to the above referenced documents (the "Documents") as such Authorized Officer or Authorized Officers may deem necessary, appropriate, or advisable and in the best interests of the Partnership, with the execution and delivery of the Documents by such Authorized Officer or Authorized Officers being conclusive evidence that same did meet such standards as set forth above; and

FURTHER RESOLVED, that any and all actions taken by any Authorized Officer prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, confirmed and adopted as a duly authorized act of the Partnership in all respects and for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this consent to be effective as of the date first written above.

TDE OPERATING GP LLC

By: _____

Jason Downie,
Executive Vice President

SCHEDULE 1
TO
VOLUNTARY PETITION

The following affiliated entities will be filing, or have filed, voluntary petitions on May 21, 2010:

Name of Debtor	**Date Filed**	**District**	**Relationship to Other Debtors**
TriDimension Energy, L.P.	5/21/10	Northern District of Texas	Affiliate
TDE Property Holdings, LP	5/21/10	Northern District of Texas	Affiliate
Axis E&P, LP	5/21/10	Northern District of Texas	Affiliate
Axis Onshore, LP	5/21/10	Northern District of Texas	Affiliate
Axis Marketing, LP	5/21/10	Northern District of Texas	Affiliate
Ram Drilling, LP	5/21/10	Northern District of Texas	Affiliate
TDE Subsidiary GP LLC	5/21/10	Northern District of Texas	Affiliate
TDE Operating GP LLC	5/21/10	Northern District of Texas	Affiliate