


B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT, Northern District of Texas		PROOF OF CLAIM
Name of Debtor TriDimension Energy, L.P.		Case Number 10-33565
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Benedict Corporation		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on _____
Name and address where notices should be sent Matt J. Farley, Esq. Krebs, Farley & Pelleteri, PLLC 400 Poydras St., Suite 2500, New Orleans, LA 70130 Telephone number (504) 299-3570		
Name and address where payment should be sent (if different from above) <p style="text-align: center;">SAME</p> Telephone number <p style="text-align: center;">RECEIVED JUL 28 2010 BMC GROUP</p>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 50,000.00 If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>See Addendum "A" hereto</u> (See instruction #2 on reverse side)		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5) <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)() Amount entitled to priority: \$ _____
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side)		
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side). DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 7/10/10 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <p style="text-align: center;">Matt J. Farley, Esq.</p>		FOR COURT USE ONLY TriDimension  00107

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B 10 (Official Form 10) (04/10) - Cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.nsc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. §101 et seq.), and any applicable orders of the bankruptcy court.

ADDENDUM "A" TO THE PROOF OF CLAIM

The Debtor was and is a mineral lessee and/or operator by virtue of lease instruments from (and granted by) the Claimant (as a co-Lessor) on a number of mineral leases on parts of a tract of land in Catahoula Parish, Louisiana (more particularly described as covering all, or portions of, T5NR6E, Sections 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 28, 29, and 30 and referred to herein as the "Missiana Tract"). Stated differently, at various times the Creditor, as a lessor with its Co-Lessors, executed oil, gas, and mineral leases covering tracts on the Missiana Tract (the "Leases"). An exemplar copy of a lease with the Debtor is appended hereto.

The Debtor was obligated through these lease instruments in favor of the Creditor and its Co-Lessors, and/or through the operating agreements under the Mineral Leases through which the Debtor acted as operator, and/or by operation of Louisiana law, to conduct itself according to law and an underlying standard of reasonableness in carrying out mineral operations on the leased premises. The Debtor was also obligated to make certain payments to the Claimant and its Co-Lessors under the given lease payments, including royalty payments.

The Creditor and its Co-Lessors have been named as defendants in an action (the "Litigation") instituted by M. J. Farms, Ltd. in the 7th Judicial District Court for the Parish of Catahoula, State of Louisiana – litigation more particularly described as bearing Civil Action Number 24,055, Section "B" and as being entitled, "M. J. Farms, Ltd. v. Exxon Mobil Corporation et al." A copy of the petition filed in the Litigation is attached as part of this Addendum. The Debtor has been identified through contractual transactions with or involving the Creditor and its Co-Lessors as being a mineral interest holder of and in, and/or an operator upon, the property made subject of the Lawsuit.

M. J. Farms, Ltd., ("M. J. Farms") alleges that it is the owner of 42,000 acres situated in Catahoula and Avoyelles Parishes in the State of Louisiana. It further alleges that different parties have owned three different mineral servitudes affecting differing geographic portions of such acreage. The acreage includes, but is not limited to, at least part of the Missiana Tract. The Creditor has been made a defendant in the principal action by virtue of the allegation that it now owns or formerly did own an undivided interest in a mineral servitude on the Missiana Tract.

M. J. Farms has alleged that historic oil and gas exploration and production operations conducted on the Missiana Tract have caused the surface, subsurface, and underground contamination to the property and to the sources of water on or beneath the property. The Creditor and its Co-Lessors have answered M. J. Farm's allegations and have denied any and all fault, wrongdoing, responsibility or liability for the allegations asserted. The Creditor and its Co-Lessors have vigorously defended against these allegations, and intend to continue to do so. In any event, the Debtor, and/or its assigns, contractors, sub-contractors, and/or respective successors-in-interests conducted and/or are conducting exploration and production activities on the Missiana Tract.

Should it be determined through the Litigation that there exists any damage on or under the area covered by the Leases for which the Creditor has any responsibility to M. J. Farms (which is denied), the Creditor avers that such damage was caused by the act or omission of the Debtor, and/or

its assigns, contractors, sub-contractors, and/or respective successors-in-interests. Should any such damage exist (which is denied), the Creditor avers in addition that such is due to the contractual and/or legal breaches of the Debtor in acts of commission or omission in carrying out mineral operations on the Leased Premises.

Moreover, should such damage exist to the Leased Premises such that remediation or other corrective action is required by law, regulatory edict or otherwise (the existence of such damage being denied), the Creditor avers that by law and by contract the Debtor is a responsible party for such obligations and is primarily responsible for ensuring compliance with same.

The Debtor is also responsible to the Claimant for the payment of its financial obligations under the given mineral lease agreements. Such obligations include, but are not limited to, the payment of royalty obligations.

Finally, the Debtor is responsible by operation of law and/or by contract to protect, defend, indemnify and hold harmless the Creditor and its Co-Lessors. Such responsibility includes, but is not limited to, full indemnity of the Creditor for any loss, outlay, expense, remediation charge or penalty, costs of litigation, attorney's fees and interest associated with the operations of the Debtor and/or its assigns, contractors, sub-contractors, and/or successors-in-interests on the Leased Premises.

The Creditor has indicated a value of the claim in this Proof of Claim as \$50,000. The Creditor expressly reserves the right to supplement and amend this figure as future events warrant and/or as otherwise prescribed or allowed. This Proof of Claim is made with full reservation of, and without waiver of or prejudice to, all rights (including, but not limited to, all answers, causes, claims, defenses, remedies, etc.) with regard to the Litigation and/or the matters or issues raised therein.

STATE OF LOUISIANA

PARISH OF CATAHOULA

OIL AND GAS LEASE
(Paid-Up)

THIS AGREEMENT made this 21st day of MAY 2009, between **MISSIANA LLC**, a Texas Limited Liability Company, whose address is P.O. Box 7, Humble, Texas 77347-0007; **BENEDICT CORPORATION**, a Nevada Corporation, whose address is c/o J. Arthur Greenfield and Co., 924 Westwood Blvd., Suite 1000, Los Angeles, CA 90024; and **L. W. WICKES AGENT CORPORATION**, a California Corporation, whose address is c/o J. Arthur Greenfield and Co., 924 Westwood Blvd., Suite 1000, Los Angeles, CA 90024 (herein collectively referred to as "Lessor"), and **TRIDIMENSION ENERGY, LP**, a Delaware limited partnership, whose address is 16610 Dallas Parkway, Suite 2500, Dallas, Texas 75248 (herein "Lessee"),

WITNESSETH:

1. Lessor, in consideration of One Hundred and No/100 Dollars and other valuable considerations (\$100.00 & OVC) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and producing oil and gas and other hydrocarbons, laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Catahoula Parish, State of Louisiana:

The NE/4 of the NE/4, Section 19, T5N-R6E, Catahoula Parish, Louisiana.

Limited to the base of the Wilcox formation.

and containing 40 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of one (1) years from this date (the "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land hereunder.

3. The Royalties to be paid Lessor are:

(a) On all oil (including condensate and other liquid hydrocarbons) 1/4th of that produced and saved from said lands, or at Lessor's option, the market value of 1/4th of that produced and saved from said lands. Lessor's right to take in kind oil, condensate and other liquid hydrocarbons, is a recurring right exercisable by Lessor by giving Lessee thirty (30) days written notice of its election to take in kind. When Lessor is not taking its share of oil, condensate and other liquid hydrocarbons in kind, Lessee shall market the same paying Lessor as stipulated above.

(b) On gas, including casinghead gas or other gaseous substances, produced from said lands and sold on or off the premises, or used off the premises, the value of 1/4th of the gas so sold or used; where gas from said lands is processed in a plant for the purpose of extracting products therefrom, Lessor shall receive as royalty 1/4th of the value of the plant of the products so extracted and 1/4th of the value of the residue gas remaining after extraction of said products. Lessor shall have the recurring option to take in kind and separately market its said royalty share of all gas produced in lieu of receiving its stated royalty share of the value by Lessor by giving Lessee thirty (30) days written notice of its election to take in kind. Upon request, Lessee agrees to furnish Lessor with complete copies of all contracts pertaining to the sale of gas from the leased premises. In the event of split stream gas sales from the leased premises, Lessee agrees to timely furnish Lessor complete information regarding gas balancing among the working interest owners as the same pertains to the leased premises.

(c) Without Lessor's written consent first obtained, Lessee in computing Lessor's royalty shall not deduct the costs of treating, gathering, transporting, dehydrating, compressing, extracting, processing, manufacturing or any other costs whether similar or dissimilar to those enumerated. It is clearly understood that Lessor shall be entitled to look only to Lessee for payment of its royalty and shall not be required to deal with the purchaser of hydrocarbons produced from the leased premises or any other third party.

(d) Should Lessee complete a well on the leased premises, capable of producing gas in commercial quantities, or should a well which previously produced gas in commercial quantities be shut in from a lack of market or otherwise, then in order for such well to retain acreage in accordance with the provisions of Paragraph 4, Lessee within ninety (90) days after the date on which said well is shut-in, shall pay Lessor the sum of One Thousand and No/100 Dollars (\$1,000.00) and shall thereafter pay Lessor annually the sum of One Thousand and No/100 (\$1,000.00) until said well is placed on production. It is understood that this provision shall apply separately to each such well, and further, that after the expiration of the primary term, no acreage may be maintained under this provision for any period in excess of three (3) consecutive years without the actual marketing of gas, such three (3) year period being deemed a reasonable time within which to secure a market for such gas. Should a well be shut-in one or more times during an annual period, Lessee will not be obligated to pay more than one (1) shut-in payment annually.

(e) Lessee shall have free use of gas produced from the leased premises for producing operations hereunder and the royalties on all gas shall be computed after deducting any so used.

(f) Value as used in this Paragraph 3 (except as hereinafter provided) shall mean the selling price (including any allowances or other cash benefits) stipulated in a bona fide contract entered into by Lessee as a result of an arms length negotiation with a third party. Third party means one which is not a subsidiary, parent or affiliate of Lessee. Should Lessee dispose of hydrocarbons produced from the leased premises in a transaction with a subsidiary, parent or affiliate, unless Lessor consents in writing to said transaction, Lessor's royalty shall be computed on the basis of the current market value of the hydrocarbons so disposed of. In the case of the hydrocarbons produced from the leased premises and used off the premises, in computing Lessor's royalty, value shall mean the current market value of the hydrocarbons used.

4. Upon the expiration of the primary term, or in the event Lessee's rights hereunder shall terminate or be forfeited for any other cause, this lease shall terminate without notice, demand, or putting into default as to all lands not attributed to a spacing unit, as established under the regulations of the appropriate governmental or regulatory body containing a well capable of producing oil and/or gas in paying quantities or in the absence of spacing units a forty) acre tract if the well is classified as an oil well, or a one hundred sixty (160) acre tract to be in as nearly the form of a square as possible with the well in as near the center thereof as practicable. Lessee's rights shall also terminate as to all zones that correlate to more than one-hundred feet (100') below the stratigraphic equivalent of the greatest depth produced under this lease, or the deepest depth unitized under this lease. If at the expiration of the primary term, Lessee is then engaged in the actual drilling, completion or reworking of any well, then this lease shall remain in force as to the applicable spacing unit for so long as such drilling, completion or reworking is prosecuted continuously and with due diligence. In the event application for field rules shall have been made and adjudication of such application as having been granted for the purposes of assigning acreage to spacing units to be retained until such time as the application shall be denied or amended. Upon final adjudication, Lessee shall within thirty (30) days thereafter bring the spacing units retained until such time as the application shall be denied or amended. Upon request, after such termination, Lessee shall provide Lessor with a recorded release of all lands not attributed to such retained acreage and all zones that correlate to more than one hundred feet (100') below the stratigraphic equivalent of the greatest depth produced under this lease. However, as to any lands released by Lessee under this paragraph Lessee shall continue to hold an easement of ingress and egress with the power to construct, maintain and utilize such roads, pipelines, flowlines, power lines and other surface facilities as shall be necessary or useful in the operation of the lands retained hereunder.

5. Lessee shall also drill such other wells and take such other action as may be necessary to prevent the drainage of hydrocarbons beneath the leased premises on adjacent or nearby lands, whether or not Lessor has an interest in such well or wells. Failure to do so shall cause this lease to terminate upon 30 day written notice to Lessee.

6. This lease may not be assigned in whole or in part without the prior written consent of Lessor, and the provisions hereof shall extend to the heirs, successors, and assigns of Lessee, but no change or divisions in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a copy of a recorded instrument evidencing same.

7. Lessee may at its option discharge any tax, mortgage or other lien bearing upon the mineral interest of Lessor with the right to enforce same and apply royalties accruing hereunder toward satisfying same. If Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other payments to be paid lessor shall be reduced proportionately.

8. If the operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get materials, labor, equipment or supplies, or on account of any other similar or dissimilar cause beyond the control of Lessee, the period of such delay or interruption shall not be counted against the Lessee. Lessee's rights may be maintained after the primary term only by Lessee paying to Lessor within thirty (30) days of the cause of the force majeure, and annually thereafter, the sum of One Thousand and No/100 Dollars (\$1,000.00) which shall maintain Lessee's rights for periods of one (1) year, or until the cause for force majeure has been removed, whichever is earlier. When the cause of force majeure is removed, as indicated in the preceding sentence, Lessee shall have sixty (60) days thereafter within which to restore production or commence additional operations or reworking operations.

9. After the expiration of the primary term, should any well which has previously produced, cease to produce for any reason, then the rights to the acreage retained by that well shall terminate unless within ninety (90) days of such cessation of production, Lessee shall commence actual drilling or reworking operations, and diligently continue said operations until production is restored.

10. Lessee is hereby granted the right at any time, and from time to time to unitize or pool the leased premises or any portion thereof as to all strata or any stratum or strata, with any other contiguous land, lease, leases or parts thereof for the production of oil or gas, provided that the size and design of any such units shall be made in accordance with Paragraph 4 of this lease. Lessor shall receive royalties on any such pooled unit in the same proportions as the leased premises contribute, on an acreage basis, to the pooled unit unless some other formula is specified by the appropriate governmental or regulatory body, or by a plan of unitization approved by Lessor.

11. It is understood that Lessor owns only a mineral interest in the leased premises, and therefore, without limiting any other obligations hereunder, Lessee, its successors and assigns, shall indemnify, defend, and hold harmless Lessor, its partners, owners, officers, agents, and employees, and anyone for whom Lessor might be held legally responsible or liable against any liability whatsoever, including but not limited to all suits, expenses, losses, costs, damages, claims, demands, obligations, causes of action or liabilities, that may result from, arise out of or incidental to or in any way connected with any operations, action, activity or occupation by Lessee, its officers, agents, employees, contractors, subcontractors, sub-lessees, assignees or any other party as a consequence of Lessee's use of the land herein leased, including but not limited to injury to (including the death of) persons, damage to property of any kind (including but not limited to environmental damages), or any liability resulting from seepage, spills, leaks or discharge of any noxious substance or any other liquid or solid substance, or from the failure of Lessee to comply with any federal or state environmental or other law or regulation, whether

caused by negligence or otherwise; provided further, that the above mentioned indemnity is to include, without limitation, reasonable attorney's fees for the attorney selected by Lessor.

12. The Lessee shall be responsible for any damages or injury to the leased premises, groundwater, or the property or crops of other parties now or hereafter occupying or possessing the leased premises which might be caused by Lessee's operations, action, activity or occupation of the leased premises, including damages to roads or drainage structures. In addition, the mineral Lessee shall be required to pay the agricultural Lessee for any growing crop damage sustained as the result of their drilling operations and to pay the landowner reasonable damages for land rendered unusable as crop lands by said operation.

13. Upon termination or release of this lease, entirely or as to a part of the leased premises, Lessee shall restore the premises or that part released or terminated and not being used as permitted by the provisions of this lease for the exercise and enjoyment of the rights leased as to portions of the leased premises retained by Lessee, to substantially the same condition as when the premises were leased by removing all equipment, plugging and abandoning all wells, and filling all pits or excavations in the manner required by state and federal regulations or other government authority; restoring and repairing all roads; burying slabs below plow depth when no longer needed; and generally restoring the entire leased premises, including the surface, to its original condition.

14. This lease is granted without warranty of title, either express or implied, and covers only Lessor's present interest in said land. If Lessor owns an interest in said land less than the entire fee simple estate, the royalties, shut-in royalties and other payments to Lessor shall be reduced proportionately.

15. Lessee shall furnish Lessor at P.O. Box 7, Humble, TX 77347-0007 as soon as practicable without cost to Lessor, copies of title opinions. Lessee shall furnish Lessor copies of all filings with any regulatory agency, and any copies of state or federal conservation orders or regulations pertaining to the leased premises. Further, Lessee shall furnish Lessor at P.O. Box 7, Humble, TX 77347-0007 as soon as practicable and without cost to Lessor, copies of daily drilling reports by mail. In addition, at Lessor's request, Lessee shall furnish Lessor, well location plats, well history reports, core reports, core analysis reports, well completion reports, bottom hole pressure measurements reports, directional survey records, all logs showing the results of electrical surveys, mud logs and corresponding show reports, gas and oil ratio reports, and any and all other reports which pertain to the drilling or completing of wells located on the leased premises. It is understood that Lessor, its representatives, successors or assigns shall at their sole risk have access to the derrick floor.

16. Within sixty (60) days after expiration or termination by its own terms of this lease or any other portion thereof, either during or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom.

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

(Signature of Witness)

(Name of Witness - Please Print)

(Signature of Witness)

(Name of Witness - Please Print)

LESSOR:

MISSIANA LLC,
by Linda Petroleum Company,
its Managing Member

By: _____
Donald A. Kessel, President

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

(Signature of Witness)

(Name of Witness - Please Print)

(Signature of Witness)

(Name of Witness - Please Print)

LESSOR:

BENEDICT CORP.

By: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

(Signature of Witness)

(Name of Witness - Please Print)

(Signature of Witness)

(Name of Witness - Please Print)

LESSOR:

L. W. WICKES AGENT CORP.

By: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

LESSEE:

(Signature of Witness)

TRIDIMENSION ENERGY, LP
by TDE Operating GP LLC, its
General Partner

(Name of Witness - Please Print)

By: _____
James P. Ryan, President

(Signature of Witness)

(Name of Witness - Please Print)

STATE OF TEXAS

COUNTY OF HARRIS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Kessel, to me personally known as the President of Linda Petroleum Company, Manager of MISSIANA LLC, and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing and delivering the said instrument as the free and voluntary act of said MISSIANA LLC, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the Managers of said Limited Liability Company.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 2009.

Notary Public in and for _____

Notary Printed Name Notary No.

My Commission Expires: _____

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2009, personally appeared _____, as _____ of Benedict Corp., known or proven to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public in and for _____

Notary Printed Name Notary No.

My Commission Expires: _____

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2009, personally appeared _____, as _____ of L. W. Wickes Agent Corp., known or proven to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public in and for _____

Notary Printed Name Notary No.

My Commission Expires: _____

STATE OF LOUISIANA

PARISH OF CONCORDIA

Before me, the undersigned authority, on this day personally came and appeared James P. Ryan, known to me to be the person whose signature appears on the above and foregoing written instrument, and who did, under oath, state and declare that he executed the same for and on behalf of TDE Operating GP LLC, acting therein as the General Partner of and for TRIDIMENSION ENERGY, LP (the Lessee therein), with all due and appropriate authority from all the partners and executive body thereof, and did so as the free act and deed of that limited partnership, acting through its general partner, for the purposes and consideration therein expressed.

Given under my hand and official seal, this _____ day of _____, 2009.

Notary Public in and for _____

Notary Printed Name Notary No.

My Commission Expires: _____

Exhibit "A"

[Attached to Oil and Gas Lease executed by and between Missiana LLC, Benedict Corporation & L. W. Wickes Agent Corporation, as Lessors, and TriDimension Energy, LP, as Lessee, dated _____, 2009.]

Insurance Requirements

Prior to commencing any drilling operations on the leased premises, Lessee, his heirs, successors or assigns agree to maintain or cause to be maintained a policy or policies of insurance providing coverage arising out of drilling operations and subsequent producing or abandonment operations as follows:

- A. Workmen's Compensation Coverage in accordance with the Laws of the State of Louisiana, including Coverage "B" limiting Employer's Liability to \$100,000.00.
- B. General Public Liability
 - 1. Bodily Injury
 - a. \$500,000.00 for each person.
 - b. \$1,000,000.00 for each occurrence
 - c. \$1,000,000.00 for aggregate.
 - 2. Property Damage
 - a. \$250,000.00 for each occurrence
 - b. \$5,000,000.00 aggregate
- C. Automotive Public Liability
 - 1. Bodily Injury
 - a. \$500,000.00 for each person
 - b. \$1,000,000.00 for each occurrence
 - 2. Property Damage
 - a. \$500,000.00 for each occurrence.

Lessee, his heirs, successors or assigns shall, prior to the commencement of drilling operations on this lease furnish an insurance certificate evidencing and naming the following as additional insured:

Missiana LLC
Benedict Corporation
L.W. Wickes Agent Corporation

The insurance policy shall be maintained in full force and effect until the well or wells drilled upon this lease have been abandoned as dry holes or commercial producers.

This agreement is to form a part of the lease agreement entered into by the parties in the same manner as it were included in the lease itself.

Executed by Lessee this _____ day of _____, 2009.

LESSEE

TRIDIMENSION ENERGY, LP,
by TDE Operation GP LLC,
Its General Partner

By: _____
James P. Ryan, President

STATE OF LOUISIANA

PARISH OF CONCORDIA

Before me, the undersigned authority, on this day personally came and appeared James P. Ryan, known to me to be the person whose signature appears on the above and foregoing written instrument, and who did, under oath, state and declare that he executed the same for and on behalf of TDE Operating GP LLC, acting therein as the General Partner of and for TRIDIMENSION ENERGY, LP (the Lessee therein), with all due and appropriate authority from all the partners and executive body thereof, and did so as the free act and deed of that limited partnership, acting through its general partner, for the purposes and consideration therein expressed.

Given under my hand and official seal, this ____ day of _____, 2009.

Notary Public in and for _____

Notary Printed Name Notary No.

My Commission Expires: _____

My Commission Expires: _____

2001 APR 27 P 4:17
BY: COURTNEY
CATANUELA PARISH, LA

SUIT NO: 24055

DIVISION "A"

VERSUS

EXXON MOBIL CORPORATION
 TENSAS DELTA LAND COMPANY
 MISSIANA, LLC
 BENEDICT CORPORATION
 L.W. WICKES AGENT CORPORATION
 JMR OIL COMPANY, INC.
 WAGNER OIL COMPANY

NOW INTO COURT, through undersigned counsel, comes plaintiffs, M.J. Farms who respectfully file this Petition for Damages, upon representing as follows:

PARTIES

1.

Plaintiff, M.J. Farms is a Texas limited partnership domiciled in Corpus Christi, Texas.

2.

Defendant, Exxon Mobil Corporation is a business corporation organized under the laws of New Jersey. Exxon Mobil Corporation is sued herein as the successor in mineral ownership interest from Humble Oil and Refining Corp which received its mineral ownership interest from Louisiana Delta Corporation.

3.

Defendant, Tensas Delta Land Company is a business corporation organized under the laws of Michigan.

4.

Defendant, Missiana, LLC., is a limited partnership created and governed by
pursuant to the laws of the State of California.

5.

Defendant, Benedict Corp., is a business corporation organized under the laws of

Nevada.

6.

Defendant, L.W. Wickes Agent Corp., is a business corporation organized under the laws of California.

7.

Defendant, JMR Oil Company, Inc., is a Delaware Corporation with its principal place of business in Jonesville, Louisiana.

8.

Wagner Oil Company, is a Texas Company with its principal place of business in Fort Worth, Texas.

JURISDICTION

9.

This Court has the legal power to hear and determine this matter, pursuant to Louisiana Constitution Article V § 16. Furthermore, this Court has personal jurisdiction over the defendants named herein since they are subject to citation issued by this court and service of process, and because they are domiciled, present in, and/or doing business in the State of Louisiana.

VENUE

10.

Venue is appropriate in this Court, because the nuisance, trespass, offenses, and/or quasi offenses and/or statutory offenses occurred in Catahoula Parish and Avoyelles Parish. The damages were sustained in Catahoula Parish and Avoyelles Parish, and the immovable property that is the subject of these proceedings is located in Catahoula Parish and Avoyelles Parish. L.S.A.-C.C.P. Articles 74, 76.1 and 80.

GENERAL ALLEGATIONS

11.

Plaintiffs, are the owners of certain immovable property located in Catahoula and Avoyelles Parish. This property consists of approximately 42,000 acres. Plaintiffs purchased this immovable property by deeds recorded November 1, 2005, at Conveyance Book 228, page 92, and recorded November 22, 2005, at Conveyance Book 229, page 55 of the records of Catahoula Parish, Louisiana, and recorded January 12, 2006, at

Conveyance Book 530, page 430 of the records of Avoyelles Parish, Louisiana said acquisitions being subject to various mineral reservations previously created and held by production to date.

12.

By mineral deed dated April 5, 1949, recorded May 2, 1949 at Oil and Gas Book 55- A page 61, of the records of Catahoula Parish, Louisiana Delta Corporation conveyed one-half of its mineral rights to defendant, Tensas Delta Land Company, said transfer covering a portion of the immovable property that is the subject of these proceedings. (Approximately 34,000 acres).

13.

Under deed dated September 24, 1958, recorded November 18, 1958, at Conveyance Book 70, page 321, of the records of Catahoula Parish, Louisiana Delta Corporation sold its ownership and reserved the remaining one-half full mineral ownership interest over the immovable property (approximately 34,000 as above described). Said mineral interests were later acquired by Humble Oil & Refining Corp, now Exxon Mobile Corporation.

14.

As to the approximately 34,000 acre tract, Exxon Mobil Corporation and Tensas Delta Land Company each own half of the minerals.

15.

Under deed dated August 21, 1972, recorded at Conveyance Book 93, Page 312 of the records of Catahoula Parish, defendant Missiana, LLC., sold a portion of its surface ownership of a approximately 8,000 acre tract of land and reserved a mineral interest in a portion of the immovable property that is a subject of these proceedings.

16.

Under deed dated July 6 & 21, 1977, recorded at Conveyance Book 107, Page 766 of the records of Catahoula Parish, Louisiana, defendant, Missiana, LLC., again reserved a mineral interest in a portion of the immovable property that is a subject of these proceedings.

17.

Missiana, LLC. thereafter is the owner of 50% of the mineral interest in the aforesaid

8,000 acre tract of land.

18.

Under Exchange Deed dated October 10 & 24, 1972, recorded at Conveyance Book 94, Page 171, of the records of Catahoula Parish, defendant, L.W. Wickes Agent Corp., reserved a mineral interest in a portion of the 8,000 plus immovable acres above described and which is the subject of these proceedings.

19.

Under deed dated August 7, 1986, recorded at Conveyance Book 130, Page 416 of the records of Catahoula Parish, Louisiana, defendant, L.W. Wickes Agent Corporation, reserved a mineral interest in a portion of the 8,000 plus acres above described and which immovable property is subject to these proceedings.

20.

Under deed dated May 11, 1986 and May 20, 1986, recorded at Conveyance Book 136, Page 416 of the records of Catahoula Parish, Louisiana, defendant, L.W. Wickes Agent Corporation, reserved a mineral interest in a portion of 8,000 plus acres above described and which immovable property is subject to these proceedings.

21.

L. W. Wickes is therefore now the owner of 20.8% of the minerals in the aforesaid 8,000 plus tract.

22.

Under deed dated October 10 and 24, 1972 recorded at Conveyance Book 94, Page 171 of the records of Catahoula Parish, defendant, Benedict Corp., reserved a mineral interest in a portion of 8,000 plus acres above described and which immovable property is the subject of these proceedings.

23.

Under deed dated November 15, 1993, recorded at Conveyance Book 173, Page 508 of the records of Catahoula Parish, Louisiana, defendant, Benedict Corporation, reserved a mineral interest in a portion of the immovable property that is subject to these proceedings.

24.

Benedict Corporation is thereafter the owner of 29.2% of the minerals in the

aforesaid 8,000 plus acre tract.

25.

Except for a few isolated non-continuous tracts of small acreage, all of the above set out mineral interests have been maintained by oil and gas exploration and production activities. Under numerous oil, gas and mineral leases granted by the mineral interest owners, hundreds of oil and gas wells have been drilled and produced on the immovable property that is the subject of these proceedings.

26.

These producing oil and gas wells have been assigned and transferred by various parties numerous times.

27.

Defendant, JMR Oil Company and Defendant Wagner Oil Company are presently operating various oil and gas wells developed by the defendants who own the mineral interests in the immovable property that is the subject of these proceedings.

28.

Although many of these oil, gas and mineral leases and their attendant rights and obligations may have been assigned and reassigned either wholly or partially to various parties from time to time, the mineral owners have been the same since the dates above described.

29.

The defendants and/or their lessees and assigns on their behalf have at various times conducted oil and gas operations on the plaintiffs properties. These operations have included the drilling of wells, the creation of pits for disposing of materials during drilling, operation of the wells, and the erection of equipment, tanks, pipes, flow lines and concrete pads. The operations have also included the work over and renovation of wells. Numerous wells have been plugged and abandoned and otherwise declared to be dry holes and abandoned, but there are active producing wells, active injection wells, shut in productive wells with future utility, shut in dry holes but future utility wells and others located on the property as shown by reference to the records of the Louisiana Department of Natural Resource Office of Conservation Records.

30.

In the process of conducting oil and gas exploration and production activities on the aforesaid property, the defendants have caused and continue to cause the land surface and the ground beneath the surface to be contaminated, polluted and impregnated with oils, grease, naturally occurring radioactive materials (NORMS), and other hazardous and dangerous chemicals, equipment, pipes, tanks and related appurtenances used and/or generated during the oil and gas exploration and production activities that the defendants and/or their mineral lessees and assigns conducted on the property pursuant to the aforesaid various mineral reservations. Norm contains, *inter alia*, Radium, which is a very hazardous and toxic substance. Though these substances are "naturally occurring" at the depths at which oil and gas are produced; their presence on the surface can cause serious health related problems. Under Louisiana law, property contaminated with NORM cannot be transferred for unrestricted use. The above condition needs to be remediated and the land restored to its original condition.

31.

In connection with their conducting oil and gas exploration and other production activities or otherwise on the aforesaid property, defendants and their lessees acting on defendants' behalf have, through the use of injection wells to collect their deposits of oil, sludge, saltwater and various and sundry other contaminants and pollutants, caused the associated usable ground water and/or aquifer to be threatened, impacted, contaminated, polluted and/or become environmentally unsafe. The defendants' actions above set forth, continue to date and said actions it is alleged, fractured, the fresh water underground aquifers, causing the same to become contaminated with salt water and/or other contamination which are hazardous and toxic. The aforesaid trespass and nuisance need remediation and need to be abated.

32.

The oil exploration and production produced water is a hazardous brew of various hydrocarbon compounds, metal, salt and radioactive substances. Studies of the chemical constituents of such Louisiana produced water have revealed that the produced water discharges contain excess amounts of salt, and also contain volatile hydrocarbon compounds (including benzene, toluene, xylene and ethyl benzene), Polynuclear Aromatic

Hydrocarbons (PAHs or semi-volatiles) (including naphthalene, flourene and phenanthrene), toxic heavy metals (including chromium, lead, mercury, arsenic, barium and zinc) and radium 225 and radium 226. All of these substances bioaccumulate and are acutely toxic to aquatic organisms at varying concentrations. Some of these substances (such as benzene and radium 225) have long been identified as human carcinogens.

33.

The defendants and/or their mineral lessees and assigns have created a nuisance and/or trespass to the property of plaintiff by also having abandoned oil and gas exploration and production equipment and structures on the property which has been left to deteriorate without there being any intention to remove the same and/or restore the property.

34.

The defendants and/or their mineral lessees and assigns, acting on their behalf, have abandoned open oil and gas wells without plugging said wells, or properly plugging said wells, as required by prudent oil field practices and required by Louisiana Law.

35.

Since the defendants acquisition of the ownership of the mineral servitudes above set forth said defendant servitude owners have issued various leases to others on their behalf. The defendants have known that the disposal of oilfield waste in unlined earthen pits inevitably results in seepage, which contamination both surface and subsurface soils and waters. Plaintiff has suffered damages resulting from the improper disposal of oilfield wastes in unlined earthen pits, which were constructed by the Defendants on or near the property during the course of oil and gas exploration and production activities. The oilfield wastes deposited in these pits include (but are not limited to) such substances as naturally occurring radioactive material ("NORM"), produced water, drilling fluids, chlorides, hydrocarbon, and heavy metals. Also, leaks, spills, and other discharges of these substances from wells, pipelines, tank batteries, gas plants, and other equipment have further polluted Plaintiffs property. And the same needs to be rebated and the property restored to its original condition.

**CAUSE OF ACTION CLAIM FOR DAMAGES
FOR NEGLIGENCE AND STRICT LIABILITY**

36.

Plaintiffs reallege those allegations set in paragraphs 1 through 35 above.

37.

The defendant and/or their lessees and assigns have acted negligently in their operations of the oil and gas exploration and production activities on the property and have caused damages to the property of plaintiff in the process.

38.

The damages include but are not limited to, crop damage, contamination of soil with naturally occurring radioactive materials, oil, greases, salt or chlorides, and other hazardous and toxic chemicals used or produced during oil and gas exploration and production activities. The damages also include the contamination of the surface of the property and ground waters on and beneath the property. Drilling fluids are also highly toxic and hazardous. These fluids contain metals such as chromium, barium, and arsenic, as well as oil and other hydrocarbon fractions. Drilling fluids also contain toxic additives such as bacterioides, silmlioides, and acids. Further, drilling fluids have been demonstrated to be acutely toxic to aquatic organisms. Other toxic and hazardous materials used and/or produced in their day to day exploration and production activities include among others not listed mercury, lead based compounds, caustic sodas and corinza materials.

39.

The defendants are liable unto plaintiff for the damages that have been caused by their negligent conduct and/or the negligent conduct of their lessees and assigns in the operation of the oil and gas exploration and productions activities is violation of L.S.A. - C.C. 2315. At no time did Defendants issue any warning to Plaintiff that their disposal and discharge activities were hazardous to persons and property. Instead, Defendants actively concealed from Plaintiff the toxic and hazardous nature of the wastes deposited on Plaintiff's land.

40.

Defendants and/or their lessees and assigns have also failed to act as reasonably prudent operators, as required by the Louisiana Mineral Code and have acted unreasonably and excessively with regard to their activities, all in violation of the Louisiana

Mineral Code. Defendants are liable unto plaintiffs for the damages, plaintiffs have sustained as a result of the defendants violation of the law.

41.

Defendants are strictly liable to Plaintiff under La. Civ. Code art. 667 for the damages caused by their storage, discharge, and disposal of toxic and hazardous oil field waste on or adjacent to Plaintiff's property. Furthermore, Defendants are strictly liable to Plaintiff under the provisions of La. Civ. Code arts. 2317 and 2322.

42.

Defendants' conduct of their oil and gas exploration and production activities and the associated discharge, disposal or storage of oil field waste on Plaintiff's property have created a continuing and ongoing and damaging nuisance to Plaintiff and Plaintiff's property. Further, the continued presence of oilfield wastes on the Plaintiffs lands constitutes a continuing trespass. The continuous and ongoing migration of this oilfield waste is causing new and ever increasing damage to Plaintiff's property and such damage will continue until such time as these wastes are removed and remediated. This negligent conduct and the resulting damages are continuous and continuing and constitutes a continuing tort.

**CAUSE OF ACTION
CLAIM FOR DAMAGES FOR BREACH CONTRACT
AND FOR STATUTORY OBLIGATIONS VIOLATION**

43.

Plaintiff realleges those allegations set forth in paragraphs 1 through 42 above.

44.

The defendants have breached the terms of the agreements and contracts containing the various mineral reservations as above described and the terms the various oil, gas and mineral leases, assignments, and other agreements executed by the defendants and their lessees and assigns by failing to restore the property.

45.

The defendants and their mineral lessees and assigns have breached the provisions of the agreements where their mineral rights were obtained and the terms of the various mineral leases, assignments and other agreements executed by defendants by causing damages to the property burdened by their mineral reservations.

46.

The defendants have breached the terms of the agreements under which their mineral reservations are derived and the mineral leases, assignments and other agreements in bad faith.

47.

Defendants have violated the statutory obligations imposed upon them by L.S.A.-R.S. 31:22 by their intentional, careless, wanton, reckless and unreasonable actions and failure to act by restoring as far as practicable the property of plaintiff to its original condition at the earliest reasonable time.

48.

Defendants have a contractual obligation under the applicable oil, gas, and mineral leases, and under La. Civ. Code arts. 2683, 2682, and 2692, to restore Plaintiff's property to its original condition. Defendants have failed to satisfy this obligation. Plaintiff's property has been impacted by each defendant's use of said property under the applicable leases, and such property has not been restored to its original condition. The Defendants are liable to Plaintiff for foreseeable and consequential damages occasioned by their failure to perform, as well as the cost of these proceedings and reasonable attorneys' fees.

49.

Defendants are liable unto plaintiff for all damages it has sustained as a result of the breach of these agreements as is set forth herein.

**CAUSE OF ACTION
CLAIM FOR RESTORATION UNDER MINERAL CODE**

50.

Plaintiff realleges those allegations set forth in paragraphs 1 through 49 above.

51.

The Louisiana Mineral Code imposes upon the mineral owners and operators of oil and gas exploration and productions activities the burden to restore the premises. Defendants' conduct as described above constitutes a breach of the oil, gas, and mineral leases that covered the oil and gas activities described above. Further, each defendant and/or its assignment and/or mineral leases has breached those standards imposed by the Louisiana Mineral Code governing the conduct of prudent operators.

62.

Defendants have failed to restore the surface of the premises where oil and gas exploration and production activities took place to its original condition at the earliest reasonable time.

53.

Each Defendant and/or their assignees and/or lessees have also breached those standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators. The lease provisions of the Louisiana Civil Code and the Louisiana Mineral Code require Defendants to use Plaintiff's property as a prudent administrator and to restore Plaintiff's property to its original condition. Defendants have failed to act as prudent administrators, have failed to restore Plaintiff's property to its original condition, and have failed to discharge their obligations under the Civil Code and the Mineral Code. As a result, Plaintiff has suffered damages and is entitled to all remedies allowed under the Civil Code and Mineral Code.

54.

Defendants are therefore, liable unto plaintiffs for all damages that plaintiff has sustained as a result of their failure to restore the premises and to remediate all contamination and/or pollutants which have impacted and/or will threaten the ground water and/or aquifer.

55.

Defendants are also indebted unto plaintiff to perform a proper and adequate restoration of the property.

**CAUSE OF ACTION
CLAIM FOR EXEMPLARY DAMAGES**

56.

Plaintiff realleges those allegations in paragraphs 1 through 55 above.

57.

Defendants and/or their mineral lessees and assigns have during the oil and gas exploration and production activities handled, stored and transported hazardous and toxic substances, and have done so in a wanton and reckless manner, all of which have created an environmental hazard.

58.

Plaintiff has been damaged as a result of the defendants and/or their mineral lessees and assigns wanton and reckless handling of the toxic and hazardous substances and creating an environmental hazard and therefore, defendants are liable unto plaintiff for exemplary damages pursuant to L.S.A.-C.C. Article 2315.3. Plaintiff contends, although repeated, that Article 2315.3 is viable for the claims asserted herein.

**CAUSE OF ACTION
CLAIM FOR DAMAGES FOR TRESPASS**

59.

Plaintiff realleges those allegations in paragraphs 1 through 58 above.

60.

Defendants and/or their lessees and assigns have committed a nuisance and/or trespass on plaintiff's property by, among other things, using more of the property than was or is necessary to conduct oil and gas exploration and production activities and by allowing toxic and hazardous substances to migrate from the production facilities.

61.

Defendants are liable unto plaintiff for all damages caused by them and/or their lessees and assigns in the commission of a trespass or trespasses unto plaintiff's property, and the same needs to be abated.

DAMAGES CLAIMED

62.

Defendants have been unjustly enriched by their unauthorized use of Plaintiff's lands to store and dispose of toxic contamination. Further, for an undetermined length of time, the Defendants have stored toxic pollution and waste in the groundwaters and soils underlying the Plaintiff's lands. Defendants have derived substantial economic benefits from this storage in that their use of the subsurface of the Plaintiff's lands has allowed them to avoid the substantial costs and expenses associated with the proper disposal of this toxic pollution and waste. Thus, Plaintiff is entitled to the civil fruits derived from Defendants' trespass, for La. Civ. Code art. 486 provides that a possessor in bad faith is liable for the "fruits he has gathered or their value subject to his claim for reimbursement of expenses."

63.

All damages above referenced in this petition, including without limitation, clean up costs, purification costs, loss of income due to crop losses, remediation costs and restoration costs herein claimed which, shall include and not be limited to the costs of testing, containment, prevention, abatement, remediation and/or restoration of all property damaged as above described. All claims for damages due to the trespass, nuisance, and exemplary damages are hereby reiterated.

64.

Plaintiff further claims that it is entitled to recover attorney fees, etc. pursuant to L.S.A.-R.S. 30:2015.1F(1) regarding damages to the usable ground water and/or aquifer.

PRAYER

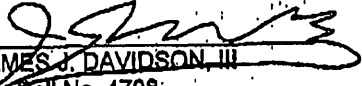
WHEREFORE, after due proceedings be had, plaintiff, M.J. Farms, respectfully prays for judgment in its favor and against the defendants, Exxon Mobil Corporation, Tensas Delta Land Company, Missiana, LLC., Benedict Corp., L.W. Wickes Agent Corp., JMR Oil Company, Inc., and Wagner Oil Company, jointly, severally and in solido, for all damages sustained as a result of the defendants and/or their lessees and assigns acts, omissions, fault, and/or liability and awarding plaintiff damages as set forth in this petition in a sum to adequately compensate Plaintiffs therefore, including reasonable attorney fees when allowed by law and exemplary damages, as well as legal interest from the date of judicial demand and all cost of these proceedings.

Plaintiff further prays, for all other such relief as the law, equity and nature of the case may allow.

Respectfully Submitted,

DAVIDSON, MEAUX, SONNIER & McELLIGOTT

BY:


JAMES J. DAVIDSON, III
Bar Roll No. 4708
P.O. Drawer 2908
Lafayette, LA 70502-2908
Telephone (337) 237-1660
Facsimile (337) 237-3676

SMITH, TALIAFERRO & BURVIS

BY:

RUSSELL PURVIS

Bar Roll No. 10909

P.O. Box 298 / 407 Mound Street

Jonesville, Louisiana 71343

Telephone 318-339-8528

Facsimile 318-339-8528

ATTORNEYS FOR PLAINTIFF

PLEASE SERVE:

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Corporation Service Company
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Baton Rouge, Louisiana 70802-6129

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L.W. WICKES AGENT CORP.
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Baton Rouge, Louisiana 70809

JMR OIL COMPANY, INC.
Jack M Ryan
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Jonesville, Louisiana 71343

WAGNER OIL COMPANY
CT Corporation System
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Baton Rouge, Louisiana 70809

BENEDICT CORPORATION
CT Corporation System
8550 United Plaza Blvd.
Baton Rouge, Louisiana 70809

TRUE COPY

CLERK OF COURT

SEVENTH JUDICIAL DISTRICT COURT
PARISH OF CATAHOULA
STATE OF LOUISIANA

RECEIVED AND FILED
2008 APR 23 P 4:17
CLERK OF COURT
CATAHOULA PARISH, LA

SUIT NO. 24,055

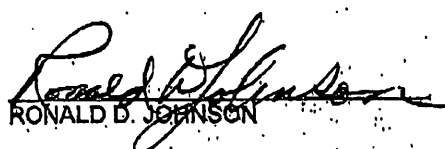
DIVISION "A"

M.J. FARMS, LTD
VERSUS

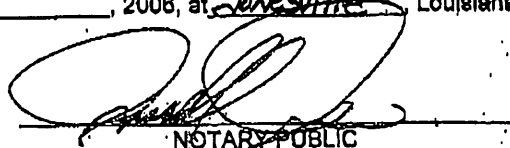
EXXON MOBIL CORPORATION
TENSAS DELTA LAND COMPANY
MISSIANA LTD
BENDICT CORPORATION
L.W. WICKES AGENT CORPORATION
JMR OIL COMPANY, INC.
WAGNER OIL COMPANY

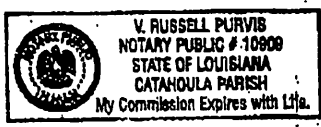
VERIFICATION AFFIDAVIT

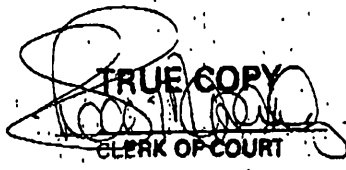
Before me, a duly commissioned and qualified notary public in and for the Parish of Catahoula, State of Louisiana, personally came and appeared M.J. Farms, LTD, herein represented by Ronald D. Johnson, who, being duly sworn by me, did depose and state that the allegations of fact in the foregoing Petition for Damages are true and correct to the best of his knowledge, information and belief.


RONALD D. JOHNSON

Sworn to and subscribed before me, Notary, on this the 26th day of April, 2008, at Brenville, Louisiana.


NOTARY PUBLIC




TRUE COPY
CLERK OF COURT

Northern District of Texas Claims Register

10-33565-sgj11 TriDimension Energy, L.P.

Judge: Stacey G. Jernigan **Chapter:** 11

Office: Dallas

Last Date to file claims: 07/28/2010

Trustee:

Last Date to file (Govt):

Creditor: (13409429) Benedict Corporation care of Matt J. Farley, Esq. Krebs, Farley & Pelleteri, PLLC 400 Poydras St., Suite 2500 New Orleans, LA 70130	Claim No: 47 <i>Original Filed</i> Date: 07/28/2010 <i>Original Entered</i> Date: 07/28/2010	Status: <i>Filed by:</i> CR <i>Entered by:</i> Zisk, B <i>Modified:</i>
Unsecured claimed: \$50000.00 Total claimed: \$50000.00		
History: <u>Details</u> <u>47-1</u> 07/28/2010 Claim #47 filed by Benedict Corporation, total amount claimed: \$50000 (Zisk, B)		
Description:		
Remarks:		

Claims Register Summary

Case Name: TriDimension Energy, L.P.

Case Number: 10-33565-sgj11

Chapter: 11

Date Filed: 05/21/2010

Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	\$50000.00	
Secured		
Priority		
Unknown		
Administrative		
Total	\$50000.00	\$0.00