B10 (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):
Placid Oil Company

Name and address where notices should be sent:
Robert A. Simon
Barlow Garsek & Simon LLP
3815 Lisbon Street
Fort Worth, TX 76107
Telephone number: 817-731-4500

RECEIVED
JUL 28 2010
BMC GROUP

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ (*If known*)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ 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.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ 128,859.47

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.

☐ 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: Contractual Indemnification - See Attached
(See instruction #2 on reverse side.)

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: ☐ Real Estate ☐ Motor Vehicle ☐ 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:

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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ 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).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ 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).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Date: 07/28/2010

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.

Brenton B. Moore, Vice President

FOR COURT USE ONLY

TriDimension
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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.

ATTACHMENT TO CLAIM OF PLACID OIL COMPANY

1. **Amount of Claim**

The amount of the entire claim is unknown at this time, as this claim is based in part on ongoing litigation in which Placid Oil Company is a named defendant; however, a portion of amount of the claim is known. Placid Oil Company expressly reserves the right to supplement and amend this Proof of Claim as allowed by law.

As of July 28, 2010, the known portion of this claim is $128,859.47, which consists of attorney's fees and costs of defense of the litigation styled, *Agri-South Group, LLC, et al v. Exxon Mobile Corporation, et al,* No. 24-132, pending in the 7th Judicial District Court, Parish of Catahoula, State of Louisiana, for alleged environmental damage allegedly due to the acts of the Debtor, for which specific performance, indemnity, contribution, and additional attorney's fees and costs associated with the claims asserted therein are sought. See attached summary of attorney fees. Creditor represents that $20,000.96 of the claimed amount has been reimbursed; however, the collateral source rule precludes discounting the claim based on this reimbursement.

2. **Basis of Claim**

A. Known Claim Amount, *Agri-South Group, LLC, et al v. Exxon Mobile Corporation, et al,* No. 24-132, pending in the 7th Judicial District Court, Parish of Catahoula, State of Louisiana

Debtors, Axis Onshore, L.P., and/or its other related bankrupt entities as described in Schedule 1 of the Notice of Automatic Stay ("Debtor"), contracted with Petro-Hunt, LLC to operate and/or conduct certain oil and gas exploration and production activities in Louisiana. Pursuant to these contracts, Debtor operated oil and gas wells, saltwater injection disposal wells, and other associated facilities on mineral servitudes and leases owned by Petro-Hunt, LLC, which rights Petro-Hunt, LLC had acquired pursuant to a Conveyance and Assumption Agreement dated April 6, 1998, by and between Petro-Hunt, LLC and Placid Oil Company and OXY USA Inc., as set forth in the Exhibits attached or referenced therein.

Pursuant to these contracts and agreements to conduct its oil and gas operations, Debtor expressly agreed to protect, indemnify and hold harmless, Petro-Hunt, LLC and its predecessor in title to such interests, Placid Oil Company, free and clear of all liens, claims, demands, actions and causes of actions of whatsoever nature, including but not limited to environmental claims, and all related costs and attorney's fees, arising out of operations on and/or use of ownership of the properties and interests held by Petro-Hunt, LLC that were subject to the Conveyance and Assumption Agreement by and between Placid Oil Company and OXY USA Inc., and Petro-Hunt, LLC.

Pursuant to these and other contracts and agreements which may exist, and to the extent any person or entity is so obligated, Debtor is obligated to plug and abandon and restore the surface to substantially the same condition as it was before the commencement of operations, and to comply with all laws, regulations, ordinances, and permits, and restoration obligations pursuant to Louisiana Statewide Order 29B. Additionally, pursuant to the Louisiana Civil Code, Louisiana Mineral Code, and other applicable laws, including, but not limited to, La. Revised Statute 30:29 and 30:2015.1, Debtor, personally and/or through third parties authorized by it, which drilled, constructed, operated and/or abandoned wells and other facilities, owe indemnity, contribution, specific performance and attorney's fees and costs to Petro-Hunt, LLC, and its predecessors in title, Placid Oil Company in the full amount of its potential liability to the Agri-South plaintiffs.

3. **Attachments in Support of Known Claim Amount**

A. Pleadings in *Agri-South Group, LLC, et al v. Exxon Mobile Corporation ,et al, No. 24-132,* 7th Judicial District Court, Parish of Catahoula, State of Louisiana.

1. Petition for Damages dated June 15, 2006;

2. First Supplemental and Amending Petition for Damages and Declaratory Relief dated July 21, 2006;

3. Second Supplemental and Amending Petition for Damages and Declaratory Relief dated January 11, 2007;

4. Third Party Demand dated September 28, 2009.

5. Confidential Summary of Attorney's Fees/Costs/Invoices incurred in defense of litigation, *Agri-South Group, LLC, et al v. Exxon Mobile Corporation ,et al, No. 24-132,* 7th Judicial District Court, Parish of Catahoula, State of Louisiana.

B. Amicable demand letter dated May 18, 2010 to Charles Minyard, Esquire.

C. Oil, Gas & Mineral Leases, Farmouts, Saltwater Disposal Agreement and Assignments:

1. Oil and Gas Lease between Petro-Hunt, LLC and Ram Drilling, LLC, dated April 26, 2007;

2. Oil and Gas Lease between Petro-Hunt, LLC and AXIS Onshore, L.P., dated December 5, 2008, recorded in the records of Catahoula Parish, Book 246, page 120, Catahoula Parish, State of Louisiana.

3. Oil and Gas Lease between Placid Oil Company and Justiss Oil Company, Inc. dated September 4, 1992;

4. Farmout Agreement between Placid Oil Company and El Toro dated May 4, 1989;

5. Oil and Gas Lease between Placid Oil Company and El Toro dated June 4, 1990;

6. Oil and Gas Lease between Placid Oil Company and El Toro dated June 4, 1991;

7. Lease between Hunt Petroleum Corporation and El Toro dated July 17, 1990;

8. Saltwater Disposal Agreement between Placid Oil Company and El Toro dated June 3, 1991, recorded in book 161, page 671, Catahoula Parish, State of Louisiana;

9. Justiss and Munoco Joint Assignment to Axis Offshore, LP

10. Conveyance and Assumption Agreement by OXY USA Inc. and Placid Oil Company to Petro-Hunt, LLC, dated April 6, 1998, and all Exhibits attached thereto and referenced therein, recorded in Book 243, Page 1, Inst. No. 164210, LaSalle Parish, State of Louisiana.

Additional Unknown Claim Amount

Additionally, Creditor asserts a claim of an unknown amount owed by Debtor for the pre-petition claims of Placid Oil Company for indemnity, contribution, specific performance and attorney's fees and costs for any additional claims of alleged environmental damages that may be asserted as to certain interests of Petro-Hunt, LLC, for which Debtor contracted with Petro-Hunt, LLC to operate and/or conduct certain oil and gas exploration and production activities in Louisiana and Mississippi. Pursuant to these contracts, Debtor operated oil and gas wells, saltwater injection disposal wells, and other associated facilities on mineral servitudes and leases owned by Petro-Hunt, LLC, which rights Petro-Hunt, LLC had acquired pursuant to a Conveyance and Assumption Agreement dated April 6, 1998, by and between Petro-Hunt, LLC ("Grantee") and Placid Oil Company and OXY USA Inc., as set forth in the Exhibits attached or referenced therein.

Pursuant to these contracts to conduct its oil and gas operations, Debtor expressly agreed to protect, indemnify and hold harmless Petro-Hunt, LLC and its predecessor in title to such interests, Placid Oil Company, free and clear of all liens, claims, demands, actions and causes of actions of whatsoever nature, including but not limited to environmental claims, and all related costs and attorney's fees arising out of operations on and/or use or ownership of the properties conducted pursuant to the Conveyance and Assumption Agreement by and between Placid Oil Company and OXY USA Inc., and Petro-Hunt, LLC.

Pursuant to these and other contracts and agreements which may exist, and to the extent any person or entity is so obligated, Debtor is obligated to plug and abandon and restore the surface to substantially the same condition as it was before the commencement of operations, and to comply with all laws, regulations, ordinances, and permits, and restoration obligations pursuant to the laws of the State of Mississippi and the State of Louisiana, including but not limited to Louisiana Statewide Order 29B. Additionally, pursuant to the Louisiana Civil Code, Louisiana Mineral Code, and other applicable laws, including, but not limited to, La. Revised Statute 30:29 and 30:2015.1, Debtor, personally and/or through third parties authorized by it, which drilled, constructed, operated and/or abandoned wells and other facilities, owe indemnity, contribution, specific performance and attorney's fees and costs to Petro-Hunt, LLC, and its predecessor in title, Placid Oil Company in the full amount of their potential liability to these potential plaintiffs.

Basis of Unknown Claim Amount

A. All documents attached and/or referenced above;

B. The Conveyance and Assumption Agreement by OXY USA Inc. and Placid Oil Company to Petro-Hunt, LLC, dated April 6, 1998, and all Exhibits attached thereto and referenced therein, recorded in the following additional Mississippi counties: Calhoun, Choctaw, Clarke, Copiah, Grenada, Hinds, Jefferson Davis, Jones, Montgomery, Panola, Simpson, Tallahatchie, Warren, Webster, Yalobusha.

The Conveyance and Assumption Agreement by OXY USA Inc. and Placid Oil Company to Petro-Hunt, LLC dated April 6, 1998, and all Exhibits attached thereto and referenced therein, recorded in Book, 243, Page 1, Instr. 164210, La Salle Parish, State of Louisiana.

The Conveyance and Assumption Agreement by OXY USA Inc. and Placid Oil Company to Petro-Hunt, LLC, dated April 6, 1998, and all Exhibits attached thereto and referenced therein, recorded in the following additional Louisiana parishes: Allen, Ascension, Assumption, Bossier, Bienville, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, Concordia, DeSoto, Evangeline, Grant, Iberville, Jackson, Lafayette, Lafourche, Lincoln, Natchitoches, Ouachita, Pearl River, Rapides, Red River, Sabine, St. Landry, St. Martin, St. Mary, St. Tammany, Terrebonne, Union, Vernon, Webster, West Feliciana and Winn.

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: (13410957) Placid Oil Company C/o Robert A. Simon Barlow Garsek & Simon, LLP 3815 Lisbon Street Fort Worth, Texas 76107	**Claim No: 61** *Original Filed Date:* 07/28/2010 *Original Entered Date:* 07/28/2010	*Status:* *Filed by:* CR *Entered by:* Simon, Robert *Modified:*

Unsecured claimed: $128859.47

Total claimed: $128859.47

History:

Details 61-1 07/28/2010 Claim #61 filed by Placid Oil Company, total amount claimed: $128859.47 (Simon, Robert)

Description: (61-1) Contractual Indemnification

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	$128859.47	
Secured		
Priority		
Unknown		
Administrative		
Total	**$128859.47**	**$0.00**