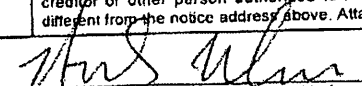



B10 (Official Form 10) (12/08) - Page 1

UNITED STATES BANKRUPTCY COURT		NORTHERN DISTRICT OF TEXAS	PROOF OF CLAIM
Name of Debtor: <b>In re TDE Operating GP LLC</b>		Case Number: 10-33571	
<p><b>NOTE:</b> 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.</p>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Amegy Bank National Association</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent:  Amegy Bank National Association -- and -- Mayer Brown LLP Attn: Hank Holmes Attn: Charles S. Kelley 4400 Post Oak Parkway 700 Louisiana, Suite 3400 Houston, Texas 77027 Houston, Texas 77002 Telephone number: (713) 232-1267 (713) 238-3000		Court Claim Number: _____ (if known)  Filed on: _____	
Name and address where payment should be sent (if different from above):  Amegy Bank National Association Attn: Leslie Ellstrom 2501 N. Harwood St., Suite 1600 Dallas, Texas 75201 Reference Acct #01475750199		<div style="text-align: center;"> <b>RECEIVED</b>  <b>JUL 28 2010</b>  <b>BMC GROUP</b> </div> <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.	
<b>1. Amount of Claim as of Date Case Filed:</b> <u>Not Less than \$43,530,519.18</u> 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 checked="" 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.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> 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.	
<b>2. Basis for Claim:</b> <u>See attached.</u> (See instruction #2 on reverse side.)		<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 \$10,950*) 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 \$2,425* 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)(8).	
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Amount entitled to priority: \$ _____	
<b>4. Secured Claim</b> (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 checked="" type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: _____  Value of Property: <u>\$ UNKNOWN</u> Annual Interest Rate: <u>See Attachment</u>  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>See Attachment</u>  Amount of Secured Claim: <u>\$ UNKNOWN</u> Amount Unsecured: <u>\$ UNKNOWN</u>		Amount entitled to priority: \$ _____	
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or 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: _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the of adjustment.	
Date: July 27, 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.   Hank Holmes, Authorized Signatory of Amegy Bank National Association		<b>FOR COURT USE ONLY</b>  TriDimension  00181	



collectively, the “Loan Documents”), which govern certain commodity and interest rate hedging and swap transactions between TriDimension and the Agent.

3. The Loan Agreement is a secured, revolving credit facility with a borrowing base limit of \$45 million and a maturity date of October 31, 2011.

4. To secure its obligations under the Loan Documents to the Agent and the Senior Secured Lenders, TriDimension granted the Agent, for the benefit of the First Lien Secured Parties, a duly perfected, first priority lien on substantially all of TriDimension’s assets, including, but not limited to, security interests in TriDimension’s oil and gas interests, accounts, inventory, equipment, general intangibles and other collateral (collectively, the “Borrower Collateral”).

5. Pursuant to those certain (i) Commercial Guaranty dated April 23, 2008 by TDE Property Holdings LLC, as predecessor-in-interest to TDE Property Holdings, LP, (ii) Commercial Guaranty dated April 23, 2008 by Axis E&P LLC, as predecessor-in-interest to Axis E&P, LP, (iii) Commercial Guaranty dated April 23, 2008 by Axis Onshore LLC, as predecessor-in-interest to Axis Onshore, LP, (iv) Commercial Guaranty dated April 23, 2008 by Axis Marketing LLC, as predecessor-in-interest to Axis Marketing, LP, and (v) Commercial Guaranty dated April 23, 2008 by Ran Drilling LLC, as predecessor-in-interest to Ram Drilling, LP (TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, collectively, the “Debtor Guarantors”; and those Commercial Guaranties described in items (i) through (v) shall collectively be referred to herein as the “Guaranties”), the Debtor Guarantors have unconditionally guaranteed payment in full of TriDimension’s obligations under the Loan Documents and granted the Agent, for the benefit of the Senior Secured Lenders, a duly perfected, first priority lien on substantially all of their respective assets

(collectively, the "Guarantor Collateral" and together with the Borrower Collateral, the "Collateral").

6. The Senior Secured Indebtedness (as defined below) are also secured (a) pursuant to Sections 506(a) and 553 of the Bankruptcy Code, by all funds on deposit on the Petition Date with any of the Agent and the Senior Secured Lenders, which funds were subject to the Agent's and the Senior Secured Lenders' rights of setoff under applicable law and the Loan Documents and (b) by certain liens, claims and rights granted to the Agent and the Senior Secured Lenders pursuant to the terms of the Interim Cash Collateral Order and the Final Cash Collateral Order, including, *inter alia*, certain replacement liens and superpriority claims with respect to certain property of the Debtors and their estates, and monthly cash payment of all accrued and unpaid interest at the default contract rates and indemnifiable fees and expenses.

7. The Agent is filing this Proof of Claim (the "Proof of Claim") to set forth the claims of the Agent and the Senior Secured Lenders against TriDimension and each Debtor Guarantor arising out of the loans, extensions of credit and other financial accommodations made by the Senior Secured Lenders under or pursuant to the Loan Documents as of the Petition Date. The Agent is authorized to file this Proof of Claim on behalf of the Senior Secured Lenders pursuant to Section 17 of the Loan Agreement.

8. This Proof of Claim is filed solely to avoid the argument that the Agent and the Senior Secured Lenders were under compulsion of the bar date set in these cases and to protect the Agent and the Senior Secured Lenders from forfeiture of claims by reason of said bar date. Pursuant to Paragraph F(1) of the Final Cash Collateral Order, the Debtors have acknowledged, admitted, and agreed not to contest that: (i) the Debtors are each jointly and severally liable for the full amount of the Senior Secured Indebtedness; and (ii) that the Senior Secured Indebtedness

is secured by valid, binding, properly-perfected and enforceable first priority liens and security interests and other liens granted in, to, and against the Collateral.

9. The claims set forth in this Proof of Claim are filed as secured claims, except to the extent that the value of the property subject to the liens, security interests and rights described above is ultimately insufficient to satisfy in full the amounts claimed herein. As to any deficiency on the amounts claimed herein, the claims set forth in this Proof of Claim are filed as general unsecured claims without prejudice to any rights the Agent and the Senior Secured Lenders may have pursuant to Section 1111(b) of the Bankruptcy Code.

10. Annexed hereto as Schedule 1 is an index of the principal documents upon which this Proof of Claim is based (the "Supporting Documents"). The Supporting Documents are voluminous; as such, the Agent has not attached the Supporting Documents to this Proof of Claim. The Agent understands that Debtors and their counsel possess copies of the Supporting Documents; however, should any be needed, the Agent will provide copies of the Supporting Documents upon request to the Debtors or the Committee. Parties-in-interest may request copies of the Supporting Documents (at their own expense) upon written request to Charles S. Kelley, Mayer Brown LLP, 700 Louisiana, Suite 3400, Houston, Texas 77002.

11. As of May 21, 2010 (the "Petition Date"), TriDimension and the Debtor Guarantors (as well as their respective general partners who are jointly and severally liable under applicable state law) are each jointly and severally indebted and liable to the Senior Secured Lenders on account of amounts payable in accordance with the Loan Documents without defense, counterclaim, or offset of any kind (collectively, the "Senior Secured Indebtedness"). As of the Petition Date, the aggregate amount of the Senior Secured Indebtedness outstanding

was not less than \$43,530,519.18.<sup>3</sup> As of the Petition Date, the Senior Secured Lenders were Amegy Bank National Association; Bank of Montreal; and Union Bank of California, N.A.

12. As of the Petition Date, the aggregate amount of the Senior Secured Indebtedness outstanding was not less than \$43,530,519.18 consisting of

- a) With respect to loans and similar advances made by the Senior Secured Lenders, (i) the aggregate principal amount of \$37,500,000.00, and (ii) accrued and unpaid interest owing to the Lenders, as of the Petition Date, of \$318,750.00;
- b) With respect to the consensually terminated swaps and similar advances of extensions of credit made by the Agent related to the commodity hedging agreements that were terminated at the request of the Debtors on or about May 7, 2010, (i) the aggregate charge for terminating the hedges on or about May 7, 2010 in the principal amount of \$5,486,674.25, (ii) accrued and unpaid settlement payments owing to the Agent, as of the Petition Date, in the amount of \$206,937.50, and (iii) accrued and unpaid interest with respect to both the terminated hedges and the unpaid settlement amounts owing to the Agent, as of the Petition Date, of \$15,657.43; and
- c) accrued and unpaid interest thereon at the applicable default rate as well as attorneys' and other professionals' fees, costs, and other expenses.

The ratable portion of the current Senior Secured Indebtedness held by each Senior Secured Lender is set forth on Schedule 2 hereto.

13. Pursuant to Section 7(n) of the Loan Agreement, the Agent and the Senior Secured Lenders are entitled to payment of all costs and expenses reasonably incurred or paid by the Agent or the Senior Secured Lenders, including, *inter alia*, reasonable attorneys' fees and court costs, in connection with the enforcement of any of the Loan Documents. In addition to the foregoing amounts, the Debtors are liable to the Agent and the Senior Secured Lenders for

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<sup>3</sup> On May 7, 2010, TriDimension and Agent mutually agreed to terminate and unwind the Hedge Agreement in order for TriDimension to gain the benefit of certain favorable changes in commodity prices and prevent greater anticipated indebtedness due to commodity price changes over the upcoming summer months. Ultimately the Hedge Agreement was terminated and unwound, which resulted in a settlement claim of \$5,693,611.75.

any interest, fees, costs, and other charges arising or accruing after the Petition Date under the Loan Agreement, the Hedge Agreement, and the other Loan Documents. Consequently, the Agent and the Senior Secured Lenders reserve the right to amend this Proof of Claim or otherwise to assert claims for amounts that have continued to accrue post-petition, to the extent not paid pursuant to the Interim Cash Collateral Order or the Final Cash Collateral Order and to assert indemnification claims against the Debtors, including but not limited to such claims arising from Section 7(n) of the Loan Agreement, when and as such claims may arise.

14. The Agent and the Senior Secured Lenders also reserve the right to assert any other claims against the Debtors under the Loan Agreement, the Hedge Agreement, and other Loan Documents, that they may have under federal and/or state law, whether at law or in equity, including, without limitation, for any breach of contract in connection with the Agent's and the Senior Secured Lenders' entry into and performance under the Loan Documents with respect to the Debtors' statements and conduct, including without limitation, TriDimensions' solvency representations contained in the Loan Agreement.

15. The amount of all payments on the claims set forth in this Proof of Claim has been credited and deducted for the purpose of making this Proof of Claim.

16. The claims set forth in this Proof of Claim are not subject to any valid setoff or counterclaim in favor of the Debtor.

17. No judgment has been rendered on the claims set forth in this Proof of Claim.

18. The Agent, on behalf of itself and the other Senior Secured Lenders, reserves the right to: (a) amend and/or supplement this Proof of Claim from time to time hereafter as it may deem necessary and proper, including, but not limited to, for purposes of fixing, increasing or amending in any respect the amounts referred to herein, and adding or amending documents and

other information and further describing this Proof of Claim; (b) file additional proofs of claim for additional claims that may be based upon the same or additional documents; and/or (c) request payment of administrative expenses in accordance with 11 U.S.C. §§ 503 & 507 with respect to claims covered by this Proof of Claim or any other claims. This Proof of Claim is filed without prejudice to the filing by any of the Senior Secured Lenders of additional proofs of claim with respect to any other liability or indebtedness of any of the Debtors.

19. All notices in respect of this Proof of Claim should be sent to:

Amegy Bank National Association  
4400 Post Oak Parkway  
Houston, Texas 77027  
Tel: (713) 232-1267  
Facsimile: (713) 561-0316  
Attn: Hank Holmes

- and -

Mayer Brown LLP  
700 Louisiana, Suite 3400  
Houston, Texas 77002  
Tel: (713) 238-3000  
Facsimile: (713) 238-4888  
Attn: Charles Kelley  
Andres G. Romy

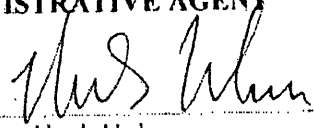
20. Filing of this Proof of Claim is not and should not be construed to be, inter alia: (a) a consent by the Agent or any Senior Secured Lender to the jurisdiction of this Court with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving the Agent or any Senior Secured Lender; (b) a waiver of the right of the Agent or the Senior Secured Lenders to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases; (c) a waiver of any procedural or substantive defense or right with respect to any claim that may be asserted against the Agent or



any Senior Secured Lender by any of the Debtors (as debtor or debtor-in-possession), any trustee for a Debtor's estate, any other party-in-interest in these bankruptcy cases, or any other person or entity whatsoever; (d) a waiver of any past, present, or future defaults or events of default; (e) a waiver or release of any of the Agent's or any Senior Secured Lender's rights against any non-debtor obligor, or other entity or person liable for all or part of any claim described herein; (f) a waiver of the right to seek to have the reference withdrawn with respect to the subject matter of these claims, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case against or otherwise involving the Agent or any Senior Secured Lender; (g) a waiver of any right of subordination in favor of the Agent or any Senior Secured Lender of indebtedness or liens held by creditors of any of the Debtors; (h) an election of remedies; (i) a waiver of any rights the Agent or any Senior Secured Lender may have pursuant to Sections 506(b) or 1111(b) of the Bankruptcy Code; (j) a waiver or limitation on the right of any Senior Secured Lender to vote separately on any plan or plans of reorganization proposed in any of the above-captioned cases; (k) a waiver of any additional claims or other rights the Agent or any Senior Secured Lender may have against the Debtors; or (l) a waiver of any claims, rights, powers, and/or remedies of the Agent and the Senior Secured Lenders under or relating to the Interim Cash Collateral Order or the Final Cash Collateral Order.

Dated: July 27, 2010

**AMEGY BANK NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT**

By:   
Name: Hank Holmes  
Title: Executive Vice President

AGREED AND ACKNOWLEDGED:

**UNION BANK, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BMO CAPITAL MARKETS FINANCING,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July 27, 2010

**AMEGY BANK NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT**

By: \_\_\_\_\_  
Name: Hank Holmes  
Title: Executive Vice President

**AGREED AND ACKNOWLEDGED:**

**UNION BANK, N.A.**

By: M. Duncan McDuffie  
Name: M. DUNCAN McDUFFIE  
Title: Vice President

**BMO CAPITAL MARKETS FINANCING,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July 27, 2010

**AMEGY BANK NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT**

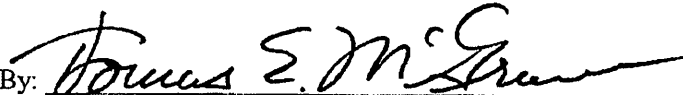
By: \_\_\_\_\_  
Name: Hank Holmes  
Title: Executive Vice President

AGREED AND ACKNOWLEDGED:

**UNION BANK, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BMO CAPITAL MARKETS FINANCING,  
INC.**

By:   
Name: Thomas E. McGraw  
Title: Managing Director

**Schedule 1**

First Lien  
Loan Documents

1. Loan Agreement dated as of April 23, 2008, by and among TriDimension Energy, L.P. and Amegy Bank National Association;
2. First Amendment to Loan Agreement dated as of May 28, 2008, by and among TriDimension Energy, L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, and Union Bank of California, N.A.;
3. Second Amendment to Loan Agreement dated as of August 15, 2008, by and among TriDimension Energy, L.P., TriDimension Holdings L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, Union Bank of California, N.A., and BMO Capital Markets Financing, Inc.;
4. Third Amendment to Loan Agreement dated as of October 31, 2008, by and among TriDimension Energy, L.P., TriDimension Holdings L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, Union Bank of California, N.A., and BMO Capital Markets Financing, Inc.;
5. Fourth Amendment to Loan Agreement dated as of April 23, 2009, by and among by and among TriDimension Energy, L.P., TriDimension Holdings L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, Union Bank of California, N.A., and BMO Capital Markets Financing, Inc.;
6. Fifth Amendment to Loan Agreement dated as of May 26, 2009, by and among by and among TriDimension Energy, L.P., TriDimension Holdings L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, Union Bank of California, N.A., and BMO Capital Markets Financing, Inc.;
7. Sixth Amendment to Loan Agreement, Omnibus Amendment and Forbearance Agreement dated as of May 7, 2010, by and among TriDimension Energy, L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, Union Bank of California, N.A., and BMO Capital Markets Financing, Inc.;
8. Senior Secured Superpriority Debtor-In-Possession Amendment and Seventh Amendment to Loan Agreement dated as of May 27, 2010, by and among TriDimension Energy, L.P., TDE Properties Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, Ram Drilling LP, Amegy Bank National Association, Union Bank of California, N.A., and BMO Capital Markets Financing, Inc.;
9. ISDA Master Agreement dated as of June 7, 2006 by and between Amegy Bank National Association and Ram Oil & Gas, LLC (as predecessor-in-interest to TriDimension Energy, L.P.);

10. UCC-1 Financing Statement (oil and gas) from TriDimension Energy, L.P. in favor of Agent, and filed with the Delaware Secretary of State on June 19, 2008, under Document No. 2008-2169959;

11. UCC-1 Financing Statement (security agreement) from TriDimension Energy, L.P. in favor of Agent, and filed with the Delaware Secretary of State on June 19, 2008, under Document No. 2008-2169975;

12. UCC-1 Financing Statement (security agreement) from TDE Property Holdings, LLC, and Axis E&P, LLC in favor of Agent, and filed with the Concordia Parish Clerk on June 20, 2008, under Document No. 15-190985;

13. Pledge and Security Agreement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Agent;

14. UCC-1 Financing Statement (pledge) from TriDimension Energy, L.P. in favor of Agent, and filed with the Delaware Secretary of State on June 19, 2008, under Document No. 2008-2169967;

15. Commercial Security Agreement dated April 23, 2008, executed by TriDimension Energy, L.P., TDE Property Holdings, LLC, and Axis E&P, LLC in favor of Agent;

16. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (Avoyelles Parish, Louisiana);

17. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (Catahoula Parish, Louisiana);

18. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (Concordia Parish, Louisiana);

19. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (East Baton Parish, Louisiana);

20. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (LaSalle Parish, Louisiana);

21. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (Pointe Coupee Parish, Louisiana);

22. Mortgage, Collateral Assignment, Security Agreement, and Financing Statement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (Vermilion Parish, Louisiana);

23. Deed of Trust and Security Agreement dated April 23, 2008, executed by TriDimension Energy, L.P. in favor of Amegy Bank National Association, as Agent (Adams County, Mississippi);

24. UCC-1 Financing Statement re: 4/23/08 Mortgage naming TriDimension Energy, L.P., as borrower, and Amegy Bank National Association, as Agent, and filed with the East Baton Rouge Parish Clerk on May 17, 2010, under Document No. 17-1351816;

25. Mortgage, Collateral Assignment, Security Agreement and Financing Statement dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Catahoula Parish, Louisiana);

26. Mortgage, Collateral Assignment, Security Agreement and Financing Statement dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Concordia Parish, Louisiana);

27. Mortgage, Collateral Assignment, Security Agreement and Financing Statement dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (LaSalle Parish, Louisiana);

28. Mortgage, Collateral Assignment, Security Agreement and Financing Statement dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Pointe Coupee Parish, Louisiana);

29. Mortgage, Collateral Assignment, Security Agreement and Financing Statement dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (West Feliciana Parish, Louisiana);

30. Mortgage, Collateral Assignment, Security Agreement and Financing Statement dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Winn Parish, Louisiana);

31. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing (Oil and Gas) dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Adams County, Mississippi);

32. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing (Oil and Gas) dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Amite County, Mississippi);

33. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing (Oil and Gas) dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Jefferson County, Mississippi);

34. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing (Oil and Gas) dated as of May 18, 2010, from TriDimension Energy, L.P., TDE Property

Holdings, LP, Axis E&P, LP, Axis Onshore, LP, Axis Marketing, LP, and Ram Drilling, LP, as mortgagors, to Amegy Bank National Association, as Agent (Wilkinson County, Mississippi);

35. UCC-1 Financing Statement re: 5/18/10 LA Mortgage and MS Deed of Trust naming TriDimension Energy, L.P., as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the Delaware Secretary of State on May 20, 2010, under Document No. 2010-1774722;

36. UCC-1 Financing Statement re: 5/18/10 LA Mortgage naming TriDimension Energy, L.P., as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the East Baton Rouge Parish Clerk on May 20, 2010, under Document No. 17-1351950;

37. UCC-1 Financing Statement re: 5/18/10 LA Mortgage and MS Deed of Trust naming TDE Property Holdings, LP, as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the East Baton Rouge Parish Clerk on May 20, 2010, under Document No. 17-1351951;

38. UCC-1 Financing Statement re: 5/18/10 LA Mortgage and MS Deed of Trust naming Axis E&P, LP, as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the East Baton Rouge Parish Clerk on May 20, 2010, under Document No. 17-1351953;

39. UCC-1 Financing Statement re: 5/18/10 LA Mortgage and MS Deed of Trust naming Axis Onshore, LP, as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the East Baton Rouge Parish Clerk on May 20, 2010, under Document No. 17-1351952;

40. UCC-1 Financing Statement re: 5/18/10 LA Mortgage and MS Deed of Trust naming Axis Marketing, LP, as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the East Baton Rouge Parish Clerk on May 20, 2010, under Document No. 17-1351956;

41. UCC-1 Financing Statement re: 5/18/10 LA Mortgage and MS Deed of Trust naming RAM Drilling, LP, as Debtor, and Amegy Bank National Association, as Agent, as Secured Party, and filed with the East Baton Rouge Parish Clerk on May 20, 2010, under Document No. 17-1351954;

42. Commercial Guaranty dated as of April 23, 2008 by TDE Property Holdings, LLC (as predecessor-in-interest to TDE Property Holdings, LP) for the benefit of Amegy Bank National Association, as Agent;

43. Commercial Guaranty dated as of April 23, 2008 by Axis E&P, LLC (as predecessor-in-interest to Axis E&P, LP) for the benefit of Amegy Bank National Association, as Agent;

44. Commercial Guaranty dated as of April 23, 2008 by Axis Onshore, LLC (as predecessor-in-interest to Axis Onshore, LP) for the benefit of Amegy Bank National Association, as Agent;

45. Commercial Guaranty dated as of April 23, 2008 by Axis Marketing, LLC (as predecessor-in-interest to Axis Marketing, LP) for the benefit of Amegy Bank National Association, as Agent;



46. Commercial Guaranty dated as of April 23, 2008 by Ram Drilling, LLC (as predecessor-in-interest to Ran Drilling, LP) for the benefit of Amegy Bank National Association, as Agent.

**Schedule 2**

Senior Secured Indebtedness as of Petition Date

		Amegy	BMO	UBOC
Note	\$ 37,500,000.00	\$ 13,761,468.75	\$ 13,761,468.75	\$ 9,977,062.50
Note Interest	\$ 318,750.00	\$ 116,972.48	\$ 116,972.48	\$ 84,805.03
Hedge Note	\$ 5,693,611.75	\$ 5,693,611.75	\$ -	\$ -
Hedge Interest	\$ 15,657.43	\$ 15,657.43	\$ -	\$ -
Commitment Fee	\$ 2,500.00	\$ 917.43	\$ 917.43	\$ 665.14
<b>Total</b>	<b>\$ 43,530,519.18</b>	<b>\$ 19,588,627.85</b>	<b>\$ 13,879,358.67</b>	<b>\$ 10,062,532.67</b>

# Northern District of Texas Claims Register

10-33571-sgj11 TDE Operating GP LLC

**Judge:** Stacey G. Jernigan

**Chapter:** 11

**Office:** Dallas

**Last Date to file claims:** 07/28/2010

**Trustee:**

**Last Date to file (Govt):**

<b>Creditor:</b> (13410535) Amegy Bank National Association Attn: Hank Holmes 4400 Post Oak Parkway Houston, Texas 77027	<b>Claim No: 6</b> <i>Original Filed</i> Date: 07/28/2010 <i>Original Entered</i> Date: 07/28/2010	<b>Status:</b> <i>Filed by:</i> CR <i>Entered by:</i> Kelley, Charles <i>Modified:</i>
Secured claimed: \$43530519.18 <b>Total claimed: \$43530519.18</b>		
<b>History:</b> Details    6-1    07/28/2010 Claim #6 filed by Amegy Bank National Association, total amount claimed: \$43530519.18 (Kelley, Charles )		
<b>Description:</b>		
<b>Remarks:</b>		

## Claims Register Summary

**Case Name:** TDE Operating GP LLC

**Case Number:** 10-33571-sgj11

**Chapter:** 11

**Date Filed:** 05/21/2010

**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured	\$43530519.18	
Priority		
Unknown		
Administrative		
<b>Total</b>	<b>\$43530519.18</b>	<b>\$0.00</b>