UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	Chapter 11
TRIAD RESOURCES, INC.,	Case No. 08-62733
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRIAD ENERGY CORPORATION,	Case No. 08-62744
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRITEX ENERGY, L.L.C.,	Case No. 08-62747
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRITEX RESOURCES, L.L.C.,	Case No. 08-62749
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRIAD OIL & GAS CO., LTD.,	Case No. 08-62757
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
ALPHA DRILLING, LTD.,	Case No. 08-62759
Debtor.	Judge C. Kathryn Preston

APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION, PURSUANT TO 28 U.S.C. §156(C) AND BANKRUPTCY RULE 2002, FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF BMC GROUP, INC. AS CLAIMS, NOTICING AND BALLOTING AGENT, *NUNC PRO TUNC* AS OF THE PETITION DATE

Triad Resources, Inc. ("TRI"), Triad Energy Corporation ("TEC"), TriTex Energy, LLC ("TEL"), TriTex Resources, LLC ("TRL"), Triad Oil & Gas Co., Ltd. ("TOG") and Alpha Drilling, Ltd. ("ADL") (each a "Debtor" and, collectively, the "Debtors"), the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Cases"), by and through their undersigned proposed counsel, hereby apply (the "Application"), pursuant Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and 28 U.S.C. §156(c), for the entry of an order authorizing and approving the retention of BMC Group, Inc. ("BMC") as claims, noticing and balloting agent for the Debtors. In further support of this Application, the Debtors submit the *Declaration of Tinamarie Feil in Support of the Application of the Debtors and Debtors in Possession, Pursuant to 28 U.S.C. §156(c) and Bankruptcy Rule 2002, Authorizing Employment and Retention of BMC Group, Inc. as Claims, Noticing and Balloting Agent, Nunc Pro Tunc as of the Petition Date* (the "Feil Declaration"), attached hereto as Exhibit A and incorporated by reference herein, and respectfully represent as follows:

JURISDICTION

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§157 and 1334. Consideration of the Application is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

2. Venue is proper in this District pursuant to 28 U.S.C. §§1408 and 1409.

3. The statutory predicates for the relief requested herein are Bankruptcy Rule 2002 and 28 U.S.C. §156(c).

BACKGROUND

4. On the date hereof (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code").

5. The Debtors are operating their businesses as debtors and debtors-in-possession pursuant to Bankruptcy Code Sections 1107 and 1108. No trustee, examiner or official committee of unsecured creditors has been appointed.

6. Detailed facts about the Debtors, the reasons for the commencement of their Cases, and additional support for this Application are set forth in the *Affidavit of James R. Bryden in Support of Chapter 11 Petition and First Day Motions* (the "Bryden Affidavit"), filed contemporaneously herewith.

RELIEF REQUESTED

7. The Debtors seek entry of an order authorizing the appointment of BMC as the official claims, noticing, and balloting agent to (a) maintain, process and docket claims and interests filed in these Cases, (b) provide case information and transmit notices to appropriate parties as required by the Bankruptcy Code and the Bankruptcy Rules, (c) assist in the preparation of the Debtors' schedules and statements of financial affairs (the "Schedules"), (d) assist the Debtors with the dissemination of solicitation materials relating to a plan of reorganization, and (e) assist the Debtors in the process of receiving and tabulating ballots submitted in connection therewith. The Debtors believe that BMC is well-qualified to serve in this capacity and that BMC's retention is in the best interests of the Debtors' respective estates and their creditors.

BASIS FOR RELIEF REQUESTED

8. The relief requested herein is appropriate under 28 U.S.C. §156(c) which governs staffing and expenses of the Court and states in pertinent part:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid out of the assets of the estate and are not charged to the United States.

28 U.S.C. §156(c).

9. The Debtors have identified in excess of twenty five hundred (2,500) entities or persons to which notice must be given for various purposes. Such a large number of parties makes utilization of an outside claims and noticing agent necessary and appropriate in these Cases.

10. Pursuant to the engagement letter attached as Exhibit 1 to the Feil Declaration (the "Engagement Letter"), BMC will provide the following services to the Debtors:

(a) prepare and serve those notices required in the Cases;

(b) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the Cases;

(c) create and maintain the official claims registers;

(d) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e);

(e) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the Cases;

(f) assist the Debtors and their counsel with the administrative management, reconciliation and resolution of claims;

(g) mail and tabulate ballots for purposes of plan voting;

(h) assist with the preparation and maintenance of Schedules and other master lists and databases of creditors, assets and liabilities;

(i) assist with the production of reports, exhibits and schedules of information for use by the Debtors, the Debtors' counsel or to be delivered to the Court, the Clerk's Office, the United States Trustee or third parties;

(j) provide other technical and document management services of a similar nature requested by the Debtors or the Clerk's office;

(k) facilitate or perform distributions; and

(l) maintain a call center for the benefit of the Debtors' creditors and other parties in interest.

11. The Debtors believe that the employment of BMC as claims and noticing agent will (a) relieve the clerk's office of a significant administrative burden, (b) avoid delay in processing proofs of claim and interests, (c) substantially reduce legal fees that would be otherwise incurred in connection with the retrieval of proof of claim copies from the clerk's office and responding to numerous claim-related inquiries and (d) substantially reduce costs of notice to parties and provide an efficient medium to communicate case information. In addition, the Debtors' management and professionals will coordinate responsibilities with BMC to ensure that no unnecessary duplication of services occurs.

12. BMC is well-qualified to perform claims processing and the various services set forth in the Engagement Letter. BMC specializes in providing data processing services to Chapter 11 debtors in connection with administration and reconciliation of claims, as well as administration of plan of reorganization balloting.

13. BMC has provided identical or substantially similar services in many other Chapter 11 cases in this District and in a variety of other jurisdictions. *See, e.g., In re Techneglas, Inc.*, Case No. 04-62788 (Bankr. S.D. Ohio); *In re Excello Engineered Systems, LLC*, Case No. 08-51424 (Bankr. N.D. Ohio); *In re CEP Holdings, LLC*, No. 06-51848 (Bankr. N.D. Ohio); *In re Musicland Holding Corp.*, No. 06-10064 (Bankr. S.D.N.Y.); *In re Oxford*

Auto., Inc., No. 04-74377 (Bankr. E.D. Mich.); *In re ATA Holdings Corp.*, No. 04-19866 (Bankr. S.D. Ind.); *In re Am. Commercial Lines*, No. 03-90305 (Bankr. S.D. Ind.); *In re Fansteel*, 02-10109 (Bankr. D. Del.); *In re Conseco, Inc.*, 02-B-49672 (Bankr. N.D. Ill.).

14. As compensation for the services provided, BMC will bill the Debtors in accordance with the amounts and procedures set forth in the Engagement Letter. In an effort to reduce the administrative expenses related to BMC's retention, no fee application or other filing with this Court will be required. The prices set forth in the Engagement Letter are at least as favorable as those charged by BMC to other Chapter 11 debtors for similar services.

15. BMC received a prepetition retainer of $10,000 to cover prepetition services on December 17, 2008, at which time BMC began working for the Debtors pursuant to the terms of the Engagement Letter. On December 30, 2008, BMC received payment of $19,524.53 for prepetition services.

16. The customary hourly rates, subject to periodic adjustments, charged by the professionals anticipated to be assigned to this Case are as follows:

Title	Hourly Rate
Seniors/Principals	$205-$295 per hour
Project Managers	$175-$215 per hour
Consultants	$110-$140 per hour
Analysts	$80-110 per hour
Data Entry/Administrative Support	$25-45 per hour

17. BMC will comply with all requests of the clerk of the Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. §156(c).

BMC'S DISINTERESTEDNESS

18. To the best of the Debtors' collective knowledge, and as disclosed in the Feil Declaration, the officers and employees of BMC: (a) do not have any adverse connection with

the Debtors, the Debtors' creditors or any other party in interest or their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee; and (b) do not hold or represent an interest adverse to the Debtors' respective estates.

19. To the best of the Debtors' knowledge, BMC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that its officers and employees:

(a) are not creditors, equity security holders, or insiders of any of the Debtors;

(b) are not and were not investment bankers for any outstanding security of any of the Debtors;

(c) have not been, within three (3) years before the date of filing of the Debtors' chapter 11 petition, (i) investment bankers for a security of the Debtors, or (ii) an attorney for such investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and

(d) were not, within two (2) years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

20. Upon information and belief, BMC, in connection with its appointment as notice, claims, and balloting agent in these Cases:

(a) is not and will not be employed by any federal or state agency (the "Government") and will not seek any compensation from the Government;

(b) by accepting employment in these Cases, it waives any right to receive compensation from the Government for any work performed pursuant to this retention;

(c) is not an agent of the Government and is not acting on behalf of the Government;

(d) will not misrepresent any fact to the public; and

(e) will not employ any past or present employees of the Debtors for work involving this Chapter 11 Case.

21. BMC will conduct an ongoing review of its files to ensure that no conflict or other disqualifying circumstances exist or arise. If any new facts or relations are discovered, BMC will supplement its disclosure to the Court.

INDEMNIFICATION PROVISION

22. The Engagement Letter provides that the Debtors shall indemnify and hold BMC, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from the Debtors as to anything arising in connection with its performance under the Engagement Letter, except with respect to breaches under Section VII "Confidentiality". The Engagement Letter also provides that, except with respect to certain breaches of confidentiality (which are more fully described in the Engagement Letter), (i) BMC shall be without liability to the Debtors with respect to any performance or non-performance, in accordance with the terms of the Engagement Letter or instructions properly received pursuant thereto, if done in good faith and without negligence or willful or wanton misconduct; and (2) BMC's liability to the Debtors for any losses or damages, whether direct or indirect, arising out of the Engagement Letter shall not exceed the total amount billed or billable to the Debtors for the portion of the particular work which gave rise to the loss or damage; and (3) in no event shall BMC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in the Engagement Letter.

23. The Debtors request that the indemnification provisions of the Retention Agreement be approved.

BASIS FOR RELIEF

24. The preceding indemnification procedures are a "market" term of consideration for professional services provided to Chapter 11 debtors and the procedures are in substantially the same form as the indemnification procedures that were negotiated with certain United States Trustees and approved by courts in the following cases: *In re Techneglas, Inc.*, Case No. 04-62788 (Bankr. S.D. Ohio); *In re Excello Engineered Systems, LLC*, Case No. 08-51424 (Bankr. N.D. Ohio); *In re CEP Holdings, LLC*, No. 06-51848 (Bankr N.D. Ohio); *In re Enron Corp.*, No. 01-16034 (Bankr. S.D.N.Y.); *In re Global Crossing Ltd.*, No. 02-40188 (Bankr. S.D.N.Y.); *In re Worldcom, Inc.*, No. 02-13533 (Bankr. S.D.N.Y.); *In re Hayes Lemmerz Int'l, Inc.*, No. 01-11508 (Bankr. D. Del.); and *In re Mpower Holding Corp.*, No. 02-11047 (Bankr. D. Del); *In re Exide Techs*., Case No. 02-11125 (JCA) (Bankr. D. Del. August 21, 2002); *In re United Artists Theatre Co.*, Case No. 00-03514 (SLR) (Bankr. D. Del. Sept. 7, 2000); *In re Ameriserve Food Distribution, Inc.*, Case No. 00-0358 (PJW) (Bankr. D. Del. May 9, 2000).

25. The terms and conditions of the Engagement Letter, including the indemnification provisions contained therein, were negotiated by the Debtors and BMC at arm's length and in good faith. The Debtors respectfully submit that the indemnification provisions contained in the Engagement Letter, viewed in conjunction with the other terms of BMC's proposed retention, are reasonable and in the best interests of the Debtors, their respective estates and creditors.

MEMORANDUM OF LAW

26. Because this Application presents no novel issues of law and the authorities relied upon are stated herein, the Debtors respectfully request that this Court waive the requirement contained in Local Bankruptcy Rule 9013-1(a) that the Debtors file a separate memorandum of law in support of this Application.

NOTICE

27. Notice of the Application has been given to (a) the Office of the United States Trustee, (b) Capital One National Association, as Administrative Agent for the Secured Lenders, (c) the Debtors' consolidated thirty (30) largest unsecured creditors and (d) WesBanco Bank, Peoples Bank, CNH Capital, Caterpillar Financial, Chrysler Financial and Ford Motor Credit Company. The Debtors submit that, under the circumstances, no other or further notice need be given.

NO PRIOR REQUEST

28. No prior request for the relief sought in this Application has been made to this or any other Court.

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CONCLUSION

WHEREFORE, the Debtors respectfully requests that the Court enter an Order, substantially in the form attached hereto as Exhibit B, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: December 30, 2008

Respectfully submitted by:

/s/ James R. Bryden
James R. Bryden
On Behalf of Each Debtor and Debtor-in-Possession

CONCLUSION

WHEREFORE, the Debtors respectfully requests that the Court enter an Order, substantially in the form attached hereto as Exhibit B, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: December 30, 2008

Respectfully submitted by:

James R. Bryden
On Behalf of Each Debtor and Debtor-in-Possession

EXHIBIT A

DECLARATION

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	Chapter 11
TRIAD RESOURCES, INC.,	Case No. 08-62733
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRIAD ENERGY CORPORATION,	Case No. 08-62744
Debtor.	Judge C. Kathryn Preston
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TRITEX ENERGY, L.L.C.,	Case No. 08-62747
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRITEX RESOURCES, L.L.C.,	Case No. 08-62749
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRIAD OIL & GAS CO., LTD.,	Case No. 08-62757
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
ALPHA DRILLING, LTD.,	Case No. 08-62759
Debtor.	Judge C. Kathryn Preston

DECLARATION OF TINAMARIE FEIL IN SUPPORT OF THE APPLICATION OF THE DEBTORS AND DEBTORS IN POSSESSION, PURSUANT TO 28 U.S.C. §156(C) AND BANKRUPTCY RULE 2002, AUTHORIZING EMPLOYMENT AND RETENTION OF BMC GROUP, INC. AS CLAIMS, NOTICING AND BALLOTING AGENT, *NUNC PRO TUNC* AS OF THE PETITION DATE

I, Tinamarie Feil, under penalty of perjury, states that the following is true to the best of my knowledge, information and belief:

1. I am the President of BMC Group, Inc. ("BMC"), with offices located at 600 Superior Avenue East, Suite 1300, Cleveland, OH 44114 (216-522-1932) and whose headquarters are located at 720 Third Ave., 23rd Fl. Seattle, WA 98104 (206-516-3300). I submit this declaration (the "Declaration") in support of the application (the "Application")[1] of Triad Resources, Inc. ("TRI"), Triad Energy Corporation ("TEC"), TriTex Energy, LLC ("TEL"), TriTex Resources, LLC ("TRL"), Triad Oil & Gas Co., Ltd. ("TOG") and Alpha Drilling, Ltd. ("ADL") (each a "Debtor" and debtor-in-possession and collectively, the "Debtors"), the debtors and debtors in possession in the above-captioned Chapter 11 cases (the "Cases"), for entry of an order authorizing the appointment of BMC as claims, noticing and balloting agent for the Debtors in the respective Cases.

2. The services my firm proposes to render to the Clerk of the Court (the "Clerk") and the Debtors as consulting agent and custodian of court records are set forth in the Engagement Letter attached hereto as Exhibit 1.

3. BMC specializes in providing consulting and data processing services to Chapter 11 debtors in connection with administration and reconciliation of claims as well as administration of plan of reorganization balloting. BMC has provided identical or substantially similar services to other Chapter 11 debtors in this and other jurisdictions. *See, e.g., In re Techneglas, Inc.*, Case No. 04-62788 (Bankr. S.D. Ohio); *In re Excello Engineered Systems,*

LLC, Case No. 08-51424 (Bankr. N.D. Ohio); *In re CEP Holdings, LLC*, No. 06-51848 (Bankr. N.D. Ohio); *In re Musicland Holding Corp.*, No. 06-10064 (Bankr. S.D.N.Y.); *In re Oxford Auto., Inc.*, No. 04-74377 (Bankr. E.D. Mich.); *In re ATA Holdings Corp.*, No. 04-19866 (Bankr. S.D. Ind.); *In re Am. Commercial Lines*, No. 03-90305 (Bankr. S.D. Ind.); *In re Fansteel*, 02-10109 (Bankr. D. Del.); *In re Conseco, Inc.*, 02-B-49672 (Bankr. N.D. Ill.). Accordingly, I believe that BMC is well qualified to act as agent for the Clerk in this matter.

4. Based on the information available to me, I believe that BMC is a "disinterested person" within the meaning of 101(14) of the Bankruptcy Code and holds no interest adverse to the Debtors and their respective estates for the matters for which BMC is to be employed.

5. I am not related or connected to and, to the best of my knowledge, no other employee or consultant of BMC is related or connected to any United States Bankruptcy Judge or the United States Trustee or to any employee in the offices thereof.

6. As part of its diverse business, BMC is the notice, claims and balloting agent for debtors in numerous cases, proceedings and transactions involving many different creditors, professionals, including attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants and parties in interest in these Cases. Further, BMC has in the past, and may in the future, be represented by attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, BMC has in the past and will likely in the future be working with or against other professionals involved in these Cases in matters unrelated to these Cases. Based on my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to the Debtors' respective estates with respect to the matters upon which BMC is to be engaged.

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[1] All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

7. BMC is not a creditor of any of the Debtors.

8. As compensation for the services provided, BMC will bill the Debtors in accordance with the amounts and procedures set forth in the Engagement Letter. In an effort to reduce the administrative expenses related to BMC's retention, no fee application or other filing with this Court will be required. The prices set forth in the Engagement Letter are at least as favorable as those charged by BMC to other Chapter 11 debtors for similar services.

9. BMC received a prepetition retainer of $10,000 to cover prepetition services on December 17, 2008, at which time BMC began working for the Debtors pursuant to the terms of the Engagement Letter. On December 30, 2008, BMC received payment of $19,524.53 for prepetition services.

10. The customary hourly rates, subject to periodic adjustments, charged by the professionals anticipated to be assigned to this Case are as follows:

Title	Hourly Rate
Principals/Directors	$250 per hour
Project Managers	$175-$215 per hour
Consultants	$110-$140 per hour
Analysts	$80-110 per hour
Data Entry/Administrative Support	$25-45 per hour

11. BMC has no agreement with any other entity to share with such entity any compensation received by BMC in connection with these Cases.

12. BMC will comply with all requests of the clerk of the Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

13. To the best of my knowledge and belief, I declare that the foregoing is true and correct under penalty of perjury as provided for by 28 U.S.C. §1746.

/s/ Tinamarie Feil

Dated: December 30, 2008

Tinamarie Feil, President
BMC Group, Inc.

13. To the best of my knowledge and belief, I declare that the foregoing is true and correct under penalty of perjury as provided for by 28 U.S.C. §1746.

Dated: December 30, 2008

Tinamarie Feil

Tinamarie Feil, President
BMC Group, Inc.

EXHIBIT 1

ENGAGEMENT LETTER

AGREEMENT FOR SERVICES

This Agreement (the "Agreement") dated as of December 16, 2008, is entered between Triad Energy Corporation [and its affiliates and subsidiaries] ("Customer") and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth above and will continue until the Agreement is terminated as set forth below.

TERMS AND CONDITIONS

I. SERVICES

In accordance with the terms and conditions contained in this Agreement and in the Fee Schedule annexed hereto, BMC agrees to provide services as follows: (a) assisting the Customer, Debtor's Counsel and Office of the Clerk with noticing and claims handling and (b) assisting Customer with the compilation, administration, evaluation and production of documents and information necessary to support a restructuring effort. At Customer's, Counsel's or the Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will (1) prepare and serve those notices required in the bankruptcy case(s); (2) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy case(s); (3) create and maintain the official claims register(s); (4) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e); (5) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the bankruptcy case(s); (6) assist Customer and Counsel with the administrative management, reconciliation and resolution of claims; (7) mail and tabulate ballots for purposes of plan voting; (8) assist with the preparation and maintenance of Customer's Schedules of Assets and Liabilities, Statements of Financial Affairs and other master lists and databases of creditors, assets and liabilities, (9) assist with the production of reports, exhibits and schedules of information for use by the Customer, Counsel or to be delivered to the Court, the Clerk's Office, the U.S. Trustee or third parties; (10) provide other technical and document management services of a similar nature requested by the Customer or the Clerk's office; (11) facilitate or perform distributions; (12) maintain a Customer call center; and (13) set up and maintain a public website.

II. TECHNOLOGY SUPPORT

BMC agrees to provide computer software support and to educate and train Customer in the use of the support software, provide BMC's standard reports as well as consulting and programming support for Customer requested reports, program modifications, data base modification, and/or other features.

III. PRICES, CHARGES AND PAYMENT

A. BMC agrees to charge, and Customer agrees to pay, BMC's standard prices for its services, expenses and supplies at the rates or prices in effect on the day such services and/or supplies are provided to the Customer, in accordance with the Fee Schedule annexed hereto.

B. At the commencement of the Agreement, Customer will provide BMC with an initial advance payment retainer ("Initial Retainer") in the amount of ten thousand dollars ($10,000). As necessary, BMC may request and Customer may increase such retainer ("Increased Retainer"). Customer shall keep the Initial Retainer or Increased Retainer, as applicable, "evergreen" by making payments, as necessary, to BMC, in the amount necessary to restore the balance of the retainer to $10,000.00. The retainer or any portion

thereof may be applied as set forth in Paragraph III.E below to payment for postage and courier charges. In addition, the retainer will be applied to BMC's final bill for services and expenses rendered or incurred on behalf of Customer. After application to the final bill, the unapplied portion of the retainer (if any) shall be promptly refunded to Customer. Wire transfer information for transmission of the retainer is as follows:

Bank Name -	Wells Fargo Bank
Address -	999 3rd Avenue, Seattle, WA 98104
ABA /Routing # -	121000248
Account Name -	BMC Group, Inc.
Account # -	0033022633

C. BMC raises its rates from time to time and generally does so each January to reflect changes in the business and economic environment. No such increase will be applied at January 2009. Any increase in rates shall apply to Customer only to the extent agreed in writing by both parties.

D. Customer agrees to pay BMC for reasonable out-of-pocket expenses for transportation, lodging, meals and related items, subject to Customers written approval, which shall be deemed granted upon BMC's receipt of payment.

E. In connection with noticing services, for good cause and with advance notice to Customer, BMC may request and, in such event, Customer agrees to prepay, BMC estimated postage amounts with respect to each notice or shall authorize BMC to cause the courier's charges (such as UPS or FedEx) to be stated to Customer's own account with such courier, provided BMC provides reasonable documentation for such charges.

F. BMC agrees to invoice Customer for fees and expenses and Customer agrees that the amount invoiced is due and payable within 30 days of its receipt of the invoice. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, Customer further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) interest on the amount unpaid, accruing from the invoice date. In the case of a dispute in the invoice amount, notice shall be given to BMC within twenty (20) days of receipt of the invoice by Customer. The balance of the invoice amount is due and payable in the normal course.

G. BMC will look only to the Customer for payment of invoices and in no event shall Counsel be liable for any of BMC's invoices in connection with this Agreement.

IV. WARRANTY

The BMC warranty under the Agreement shall be limited to the re-running, at its expense, of any inaccurate reports, provided that such inaccuracies were caused solely as a result of BMC's performance hereunder and provided further that BMC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to BMC within the prescribed time limit Customer is liable for all charges. Customer agrees that the foregoing constitutes the exclusive remedy available with respect to inaccurate reports.

V. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other similar proprietary materials furnished by BMC pursuant to this Agreement and/or developed by BMC during the course of this Agreement by BMC are the sole property of BMC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. Customer agrees not to copy or

permit others to copy for unauthorized use the source code from the support software or any other programs or similar proprietary materials furnished pursuant to this Agreement.

B. Customer further agrees that any ideas, concepts, know-how or techniques relating to data processing or BMC's performance of its services developed by BMC during the course of this Agreement shall be the exclusive property of BMC.

C. Upon Customer's request at any time or times while this Agreement is in effect, BMC shall immediately deliver to Customer at Customer's sole expense, any or all of the data, information and records held or controlled by BMC pursuant to this Agreement, in the form requested by Customer. Any information, data and records, in whatever form existing, whether provided to BMC by Customer or developed by BMC for Customer under this Agreement, may be retained by BMC until all amounts due under this Agreement are paid in full, it being understood that neither party asserts rights of ownership in the official claims register or materials filed with BMC as an agent of the court.

D. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BMC. BMC shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay BMC for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days advance notice, BMC reserves the right to dispose of data or media maintained by BMC for Customer if Customer has not utilized the services provided herein for a period of at least ninety (90) days or if Customer has not paid all charges due to BMC.

VI. NON-SOLICITATION

Each party agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain staff of the other party during the term of this Agreement, nor for a period of twelve (12) months after termination of this Agreement, unless mutually agreed upon by both parties.

VII. CONFIDENTIALITY

BMC agrees to, and shall cause its servants, agents, employees, licensees, and subcontractors to, safeguard and keep confidential all data, records, information and communications of any sort or form, regardless of whether written, oral, visual or otherwise recorded or transmitted, with respect to Customer, but excluding such data, records, information and communications that exist in the public domain by reason other than a breach of BMC's obligations under this Section VII "Confidentiality" (the "Confidential Information"). BMC will use the Confidential Information only for the benefit of Customer in connection with the provision of services under this Agreement. Customer agrees to, and will cause its servants, agents, employees, licensees, and subcontractors to, keep all information with respect to BMC's system, procedures and software confidential; provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information. The obligations set forth in this paragraph shall survive termination of this Agreement.

VIII. TERMINATION

A. This Agreement shall remain in full force and effect until terminated by Customer on twenty (20) days' prior written notice received by BMC, or, by BMC upon thirty (30) days' prior written notice received by the Customer. In the event the Customer files for bankruptcy protection, the Agreement shall not be terminated without 10 day advance

written notice to the Clerk of the United States Bankruptcy Court unless the party or parties seeking termination have received the court's authorization to terminate the agreement.

B. In the event that this Agreement is terminated, regardless of the reason for such termination, BMC shall (i) cooperate with the Clerk of the United States Bankruptcy Court to effect an orderly transition of data and functions and (ii) cooperate with Customer to orderly transfer to Customer or its designee (or destroy, at Customer's direction) data, records, and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customer agrees to pay for such services in accordance with BMC's then existing prices for such services.

IX. SYSTEM IMPROVEMENTS

BMC's policy is to provide continuous improvements in the quality of service to the Customer. BMC, therefore, reserves the right to make changes in operation procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminals and other equipment and the BMC data center serving the Customer.

X. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Except with respect to breaches under Section VII "Confidentiality" above, Customer shall indemnify and hold BMC, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expense (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from Customer as to anything arising in connection with its performance under this Agreement. Except with respect to breaches under Section VII "Confidentiality" above and the foregoing indemnity, BMC shall be without liability to Customer with respect to any performance or non-performance, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. Except with respect to breaches under Section VII "Confidentiality" above, in no event shall liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement exceed the total amount billed or billable to Customer for the portion of the particular work which gave rise to the loss or damage. Except with respect to breaches under Section VII "Confidentiality", in no event shall either party be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. The indemnified party hereunder ("Indemnitee") shall (a) promptly notify the indemnifying party ("Indemnitor") in writing of any such claim, action or proceeding, (b) promptly give the Indemnitor the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding (including without limitation the right to select counsel therefore) and (c) give the Indemnitor all necessary information and assistance (at the Indemnitor's sole expense as the Indemnitor reasonably may request) in connection with the defense and settlement of such claim, action or proceeding. Failure by the Indemnitee to strictly fulfill the obligations set forth in clauses (a), (b) or (c) of the immediately preceding sentence shall not relieve the Indemnitor of its obligations hereunder except to the extent (and only to the extent) that the Indemnitor is prejudiced by such failure. An Indemnitee shall have the right retain counsel of its choosing, at its sole expense, and participate in the defense or settlement of any matter for which indemnification is sought. Neither the Indemnitor nor the Indemnitee shall settle any matter with respect to which indemnification is sought without obtaining the prior written consent of the other party; provided, however, that consent of the Indemnitee shall not be

required if the settlement will not impose any liability on the Indemnitee that is not fully discharged by the Indemnitor as part of the settlement or any restriction on the Indemnitee.

XI. INDEPENDENT CONTRACTORS

Customer and BMC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices in connection with this Agreement shall be given or made upon the respective parties in writing by facsimile and overnight courier and shall be deemed as given, if by facsimile, on the business day immediately following confirmed transmission, or if by courier, on the day it is delivered by such courier to the appropriate address set forth below:

BMC Group, Inc. Attn: Tinamarie Feil 600 1st Avenue Suite 300 Seattle, WA 98104 Telephone (206) 516-3300 Facsimile (206) 374-2727	[Insert Company name, contact person, fax and phone number] Triad Energy Corporation Attn: Jim Bryden w/copy to: P.O. Box 430 Attn: Reno, OH 45773 (740) 374-2940) Fax (740) 374-9788

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Washington and may be modified only by a written instrument duly executed by an authorized representative of Customer and an officer of BMC.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Agreement. It is mutually understood and agreed that Customer shall be under no further obligation to BMC for the services to be performed by BMC except as set forth in this Agreement. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver or continuing waiver of such term or condition in the future or of any other term or condition or deemed a modification of this Agreement. The failure or delay of either party in exercising any of its rights under this Agreement shall not constitute a waiver of such rights or a modification of this Agreement. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. Any assignment forms or work orders hereunder also may be executed in counterpart. A signature received via facsimile shall be deemed an original for all purposes. The Agreement may be modified or altered by written instrument duly executed by both parties. Customer represents that it has the authority to enter into

this Agreement, and understands it may be subject to bankruptcy court approval, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event of any conflict between a term of this Agreement and any order of the court exercising jurisdiction over the Customer's bankruptcy case(s), the terms of the order shall govern.

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned by a party to a wholly owned subsidiary of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BMC Group, Inc.	**[Insert Company Name]**
By: Tinamarie Feil	By: J. R. Ryan
Name: Tinamarie Feil	Name:
Title: President	Title: PRES.
Date: 16 December 08	Date: 12-16-08

bmcgroup

Pricing: Restructuring Services

Case Management	
Data Entry/Administrative Support	$25 - $45 per hour
Analysts	$80 - $110 per hour
Consultants	$110 - $140 per hour
Project Managers	$175 - $215 per hour
Principal/Director	$250 per hour
Average Overall Hourly Rate	**<$125 per hour**
Claims Management	
Claim Docketing (Case Name, Case #, Claimant Name, Address and Claim Amount)	$0.25 per claim
b-Linx Database System Access and Maintenance	$0.07 per record/month (no per user fee)
Detailed Claim Analysis and Reconciliation	upon request at applicable Case Management rates
Print Mail and Noticing Services	
Document/Mail File Production Setup	$0 - $25 per file
Copy/Print	$0.03 - $0.10 per image based on volume
Finishing (Fold or Collate, Insertion)	$0.05 per package
Postage	at cost
Certified Electronic Noticing Service	$20 per 500 ($0.04 per notice, no per page charge)
Certified Fax Noticing Service	$0.15 per image
Standard Fax	Waived
Legal Notice Publication	Quote
Document and Information Management Services	
Imaging (bar-code & scan)	$0.12 per image
OCR Capture	$0.02 per image
Live Operator Call Center	$45 per hour
Public Website Hosting	$250 per month
b-Worx Hosting (secure online workspace)	$250 per month
Secure Virtual Data Room (Asset Sale)	$1.00 per image per 9 months
Solicitation	
Solicitation and Notification	at applicable Print Mail and Noticing Rates
Ballot Receipt, Processing, Tabulation	at applicable Case Management rates
Determination of and Solicitation to Public Securities Holders	at applicable Case Management rates
Distribution	
Check issuance or tax reporting (1099, W-2)	$1.50 each
Issuance Stock, Notes, Warrants	$1.25 each
Registrar of new issue(s)	$250 per month

EXHIBIT B

PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	Chapter 11
TRIAD RESOURCES, INC.,	Case No. 08-62733
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRIAD ENERGY CORPORATION,	Case No. 08-62744
Debtor.	Judge C. Kathryn Preston
In re:	Chapter 11
TRITEX ENERGY, L.L.C.,	Case No. 08-62747
Debtor.	Judge C. Kathryn Preston

In re:	:	Chapter 11
	:	
TRITEX RESOURCES, L.L.C.,	:	Case No. 08-62749
	:	
Debtor.	:	Judge C. Kathryn Preston

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In re:	:	Chapter 11
	:	
TRIAD OIL & GAS CO., LTD.,	:	Case No. 08-62757
	:	
Debtor.	:	Judge C. Kathryn Preston

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In re:	:	Chapter 11
	:	
ALPHA DRILLING, LTD.,	:	Case No. 08-62759
	:	
Debtor.	:	Judge C. Kathryn Preston

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ORDER, PURSUANT TO 28 U.S.C. §156(C) AND BANKRUPTCY RULE 2002, AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY BMC GROUP, INC. AS CLAIMS, NOTICING AND BALLOTING AGENT, *NUNC PRO TUNC* AS OF THE PETITION DATE

This matter coming before the Court on the *Application of Debtors and Debtors in Possession, Pursuant to 28 U.S.C. §156(c) and Bankruptcy Rule 2002, for Entry of an Order Authorizing Employment and Retention of BMC Group, Inc. as Claims, Noticing and Balloting Agent, Nunc Pro Tunc as of the Petition Date* (the "Application"),[1] filed by the Debtors and Debtors-in-Possession in the above-captioned Cases (collectively, the "Debtors"); the Court having reviewed the Application, the Feil Declaration and having heard the statements of counsel in support of the relief requested therein at a hearing before the Court (the "Hearing"); and upon the Bryden Affidavit; and the Court having found and concluded that (i) it has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334, (ii) this is a core proceeding, (iii) notice of the Application was sufficient under the circumstances, (iv) BMC does not hold or represent any

[1] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Application.

interest adverse to the Debtors' respective estates and is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and (v) the legal and factual bases set forth in the Application, the Bryden Affidavit, the Feil Declaration and at the Hearing establish just cause for the relief granted herein; and this Court having determined that granting the relief requested in the Application is in the best interests of the Debtors, their respective estates and their creditors; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED in its entirety.

2. The Debtors are authorized to retain BMC to perform the noticing and other services set forth in the Application and the Engagement Letter attached to the Feil Declaration as Exhibit 1. BMC is authorized to receive, maintain, record and otherwise administer the proofs of claim filed in these Cases and such other administrative matters as may be necessary or appropriate, including, without limitation, services at the Debtors' request as balloting agent under any plan of reorganization filed in these Cases.

3. BMC is appointed as Agent for the clerk of the Court (the "Clerk") and custodian of court records and, as such, is designated as the authorized recipient and repository for all proofs of claim filed in these Cases and is authorized and directed to maintain the official claims register for the Debtors and to provide the Clerk with a certified duplicate as directed.

4. BMC shall timely respond to all reasonable requests for information or documents in its possession propounded by the Clerk, the Debtors or any official committee appointed in these Cases.

5. The Debtors are authorized to compensate BMC on a monthly basis, in accordance with the Engagement Letter between the parties, upon the receipt of reasonably

detailed invoices setting forth the services provided by BMC in the prior month and the rates charged for each, and to reimburse BMC for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation.

6. Upon request of the Clerk or conversion of these Cases to cases under Chapter 7 of the Bankruptcy Code, BMC shall generate a creditor matrix in computer readable format in accordance with the Local Bankruptcy Rules and deliver the same to the Clerk.

7. The requirement pursuant to Local Bankruptcy Rule 9013-1(a) that the Debtors file a separate memorandum of law in support of the Application is hereby waived.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

IT IS SO ORDERED.

# # #

Prepared and submitted by:

/s/ Daniel A. DeMarco
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PROPOSED ATTORNEYS FOR DEBTORS

Copies to: