

EXHIBIT B

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RSM McGladrey

December 12, 2008

Mr. James Bryden, President
Triad Energy LLC and Triad Resources LLC
P.O. Box 430
Reno, Ohio 45773-0430

27724 State Route 7
Marietta, Ohio 45750

Re: Triad Energy Corp.; Triad Resources, Inc.; Alpha Drilling, Ltd; TriTex
Energy, LLC; Tritex Resources, LLC; and Triad Oil and Gas Co, Ltd.

Dear Mr. Bryden:

We look forward to working with you on behalf of the Triad Companies listed above (collectively, "Triad", "you" or "your"). The purpose of this letter is to document Triad's agreement with RSM McGladrey, Inc. ("RSM", "we" or "our") to provide consulting and forensic accounting services as more fully described below.

We understand Triad will be our client and we will receive communication regarding this engagement directly from you. We understand that Triad will be responsible for payment of all our fees and expenses.

Objective

RSM will provide financial consulting and forensic accounting services as requested. Our analysis and opinions, including any reports, testimony or other documents which we prepare are to be used only for matters arising as a result of this engagement and may not be published or used for any other purpose without our prior written consent.

Services and Scope of Work

We will provide financial consulting services and forensic accounting services as follows. Our work will be managed to allow for flexibility and to control costs. We will report our status to you for approval of ongoing work. We envision performing the following:

- Preparation and review of cash flow forecasts to be performed in conjunction with management for time periods to be specified by Triad.
- Performance of forensic accounting procedures regarding past employee expenses for periods and regarding individuals to be specified by Triad.

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- Performance of investigations of certain past cash disbursements made by Triad for periods and regarding recipients to be specified by Triad.
- Review of the history of negotiations and available documents and correspondence involving Triad regarding its possible acquisition to encompass questions that will be specified by Triad.
- Provide general financial and strategic consulting to Triad regarding restructuring alternatives available to the company.
- Prepare such reports as requested by management documenting the results of our investigations, cash flow forecasts and other consulting services.

Based on our findings, we will consult with you to determine the next steps of the investigation, if any.

Staffing

Steve Blake will be responsible for overseeing this engagement and the delivery of all services to you and Triad. Other professionals at the necessary skill and experience levels may be called upon to assist in this project, as appropriate. While we will attempt to comply with your request for certain individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

Engagement Assumptions and Client Responsibilities

Our services, fees and work schedule are based upon assumptions, representations and information supplied by you and/or Triad. You will determine the extent of services you wish RSM to provide and will ensure our company has access to key people and data.

If circumstances arise relating to the availability of sufficient, competent evidence or information, which, in our professional judgment, prevents us from completing the engagement, we retain the unilateral right to take any course of action permitted to us, including withdrawal from the engagement.

In the event we are requested or authorized by you or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement you, on behalf of Triad, we will do so as long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, including the fees and expenses of our counsel, incurred in responding to such requests.

You, on behalf of Triad, agree to furnish personnel, facilities and resources, and undertake the responsibilities set forth in this engagement letter. You, on behalf of Triad, also agree to cause all levels of Triad's employees and contractors to cooperate fully and timely with us. You will designate an employee or employees within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis. You, on behalf of Triad, also agree that all assumptions set forth in this engagement letter are accurate and agree to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently and we will not be obligated to evaluate, advise on, confirm, or reject such decision and approvals. You will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services, or deliverables. We will also let you know where we feel we are not getting the appropriate cooperation or direction and advise you of any other issues related to this engagement.

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The success of this engagement is dependent upon full openness, communications, cooperation, and timely direction. The fulfillment of these responsibilities is critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your client's timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by their management. You, on behalf of Triad, will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

In the event we obtain any non-public personally identifiable information regarding any of Triad's customers during this engagement, we will use such information, if at all, only for the purpose described in this letter and will keep such information confidential in accordance with the provisions of Section 1 of the attached General Business Terms. We have implemented commercially reasonable safeguards to protect against the loss, misuse, alteration or destruction of or unauthorized access to such information (which safeguards include policies for the disposal/destruction of such information), and will promptly notify you after learning of any security breach that compromises such information.

Fees and Expenses

Given the range of services, we cannot estimate the professional fees for this engagement. We are certain that you recognize the difficulty of estimating the amount of time that this engagement may require. If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key client personnel, unavailable information or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek approval for any changes in scope, timing or fees that may result from such circumstances.

We will require a \$50,000 retainer to commence our work on this engagement. The retainer will be applied against our invoices in this matter. We will develop estimates for our fees in conjunction with management and based upon our understanding of the engagement assumptions and the facts and circumstances we are aware of at the time of the estimate. If the basis of our estimates proves to be inaccurate, the fees and expenses may be different from those we each anticipate. As our engagement evolves and as our engagement tasks are revised with management, the amount of the retainer may be revised based upon our estimates for future fees.

Ultimately, our fees for the services described in this letter will be based upon actual time and material at our standard rates, plus out-of-pocket expenses.

Our current rates are as follows and may be subject to adjustment as our prevailing rates change from time to time:

Title	Hourly Rate
Managing Director	\$430 - \$485
Director	\$280 - \$430
Manager	\$200 - \$275
Senior Associate	\$175 - \$200
Paralegal	\$115

Travel time will be billed at 50 percent of our standard hourly rates.

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We will provide you with weekly updates on our fees. We will bill our fees and expenses monthly. Those fees and expenses do not include taxes. You, on behalf of Triad, will be responsible for and pay for all applicable sales, use, excise, value added and other taxes associated with the provision or receipt of the services and deliverables, excluding taxes on our income generally. Our invoices are payable upon presentation and amounts remaining overdue for more than thirty (30) days will be subject to an interest charge of 1.5% per month from the date of invoice. If you object to any portion of an invoice, you will notify us of your objection within ten (10) days of the date of the invoice, and the parties will promptly make a good faith effort to settle the disputed portion of the invoice. No interest will accrue on such disputed portion of the invoice until the dispute is resolved. You will in any event pay the portion of the invoice that is not in dispute within such thirty (30) day period. We reserve the right to suspend or terminate services if our invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension or termination. We will not look to you for payment until you have been reimbursed by Triad.

Non-Solicitation

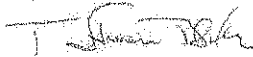
During the term of this engagement and for a period of one (1) year following its expiration or termination, neither party will actively solicit, employ or otherwise engage any of the other party's (including Triad's) employees (including former employees) who were involved in the engagement. For the avoidance of doubt, the foregoing does not prohibit either party from employing individuals who were not involved in the engagement or who apply for positions in response to internal postings, employment advertisements or other general solicitations of employment, whether such applications are during the term of this engagement or thereafter.

General Business Terms and Project Acceptance

The attached General Business Terms apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning to me the enclosed copy of this letter. We are ready to begin upon execution of this document.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. You will receive our closest attention. If at any time you have questions, concerns, or issues with our services, billings or anything else related to our service, do call me at 216-522-1258.

Sincerely,
RSM McGladrey, Inc.



By: Steve Blake
Director

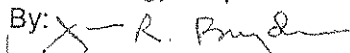
Attachments: General Business Terms

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This engagement letter and the attached General Business Terms correctly set forth our understanding and acceptance of this agreement.

Acknowledged and accepted:

Triad Energy Corp

By: 

Title: Vice President

Date: 12-15-08

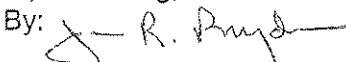
Triad Resources, Inc.

By: 

Title: Vice President

Date: 12-15-08

Alpha Drilling, Ltd

By: 

Title: Manager

Date: 12-15-08

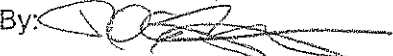
TriTex Energy, LLC

By: 

Title: Manager

Date: 12-15-08

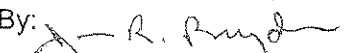
Tritex Resources, LLC

By: 

Title: member

Date: 12-15-08

Triad Oil and Gas Co., Ltd

By: 

Title: Vice President

Date: 12-15-08

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General Business Terms

These General Business Terms (the "Terms") will govern the services provided by RSM McGladrey, Inc. ("RSM") as set forth in the engagement letter dated December 12, 2008 (the "Engagement Letter") executed by Triad Energy LLP and Triad Resources LLP (collectively, "Client") and RSM to which these Terms are attached. These Terms, together with the Engagement Letter and any of its attachments constitute the entire understanding and agreement between Client and RSM with respect to the services described in the Engagement Letter (collectively, the "Agreement"), supersede all prior oral and written communications, and may be amended, modified or changed (including changes in scope or nature of the services or fees) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of the Engagement Letter, these Terms will govern.

1. **Confidentiality.** With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the recipient should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's contractors, agents and affiliates who agree to maintain its confidential nature.

2. **Deliverables.** (a) Upon full payment of all amounts due RSM in connection with this Agreement, all right, title and interest in the deliverables set out in the Engagement Letter will become Client's sole and exclusive property, except as set forth below. RSM will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know how and software, including such information as

existed prior to the delivery of the services and, to the extent such information is of general application, anything which RSM may discover, create or develop during the provision of services for Client. Except for software owned by and/or proprietary to RSM, to the extent the deliverables contain RSM's proprietary information, RSM grants Client a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Engagement Letter and for no other or further use. To the extent the deliverables contain the proprietary information of a third party, Client agrees to comply with such third party's terms of license as the same are communicated to Client. All licenses to software (including any enhancements to software) will be licenses to object code only.

(b) Client acknowledges and agrees that any advice, information or work product provided to Client by RSM in connection with this engagement is for the sole benefit and use of Client and may be not relied upon or used by any third party. Client further agrees that if it makes any such advice, information or work product available to any third party other than an expressly permitted by the Engagement Letter or Section 1(v) above, the provisions of Section 4(c) below will apply unless: (i) Client provides to the third party an acknowledgement and release letter; and (ii) the third party signs and returns the Letter to Client. Upon request, Client will provide RSM with a copy of the signed Letter.

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3. **Warranty.** RSM warrants that the services will be performed with reasonable care in a diligent and competent manner. RSM's sole obligation will be to correct any non-conformance with this warranty or, if RSM cannot correct the non-conformance, to refund to Client the amount paid to RSM for the portion of the services or deliverables that does not conform to this warranty; provided that Client gives RSM written notice within thirty (30) days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and RSM will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. RSM does not warrant and is not responsible for any third party products or services. Client's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against RSM. THIS WARRANTY IS RSM'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

4. **Indemnification.** (a) Each party agrees to indemnify, hold harmless and defend the other from and against any and all claims, actions, fees, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees)(collectively, "Liabilities") for bodily injury or death of any person or damage to real or tangible personal property which the other party may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party, its employees, agents or representatives.

(b) RSM agrees to indemnify, hold harmless and defend Client from and against any and all Liabilities to the extent such Liabilities result from the infringement of any third party's intellectual property by any deliverables provided under this Agreement. The foregoing indemnification will not apply to the extent any infringement results from (i) the use of the deliverables other than in

accordance with the terms of this Agreement and any applicable documentation or instructions supplied by RSM; (ii) any modification to the deliverables not expressly agreed to in writing by RSM; or (iii) the combination of the deliverables with any materials not provided or expressly approved by RSM.

(c) Client agrees to indemnify, defend and hold harmless RSM from and against any and all Liabilities incurred or suffered by or asserted against RSM to the extent such Liabilities result from a third party's use, possession of or reliance upon RSM's advice, information or work product as a result of Client's failure to comply with the Letter requirements of Section 2(b) above.

5. **Liability.** Except for each party's indemnification obligations under this Agreement, the total liability of Client and RSM (and their respective affiliates, officers, directors, employees, contractors, agents and representatives) relating to this Agreement will in no event exceed an amount equal to the fees paid (in the case of RSM's liability) or owing (in the case of Client's liability) to RSM under this Agreement. In no event will Client or RSM (or their respective affiliates, officers, directors, employees, contractors, agents or representatives) be liable for any special, consequential, incidental, punitive or exemplary damages or loss (nor any loss of profits, savings, data, use of software or hardware or business opportunity, or interruption of business) even if advised of the possibility of such loss.

6. **Termination.** (a) Either party may terminate this Agreement at any time with or without cause, upon fifteen (15) days' prior written notice to the other party.

(b) Client will pay RSM for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by RSM through the effective date of termination.

7. **General.** (a) Except for the payment of money, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

(b) No term of this Agreement will be deemed waived, and no breach of this Agreement

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excused, unless the waiver of consent is in writing signed by the party granting such waiver or consent.

(c) Neither party may assign or transfer this Agreement without the other party's prior written consent.

(d) Any notices given pursuant to this Agreement will be in writing, delivered to the addresses set forth in the Engagement Letter (unless changed by either party by notice to the other party), and will be effective upon receipt.

(e) If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

(f) Each party is an independent contractor and not an employee, agent, joint venturer or partner of the other.

(g) RSM may from time to time use subcontractors to deliver specific products or services to Client. The management of and all financial arrangements with subcontractors will be RSM's responsibility.

(h) The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

(i) The parties acknowledge that they may correspond or convey documentation via Internet e-mail and that neither party has control over performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense harm or inconvenience resulting from loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond its reasonable control.

(j) Neither party intends that there be any third party beneficiaries to this Agreement.

(k) Neither party will use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding the foregoing, RSM may mention Client's name and provide a general description of the engagement in RSM's client lists and marketing materials.

(l) The parties agree that this Agreement and any dispute or claim arising out of or relating to this Agreement or the services will be governed by and construed in accordance with the laws of

the state in which RSM office providing the services is located without regard to such state's laws of conflicts. The parties agree that all litigation or other legal proceedings under this Agreement will be brought in the State or Federal courts located therein. The parties agree to this choice of law, jurisdiction and venue, and waive the defense of an inconvenient forum. Additionally, the parties waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury.

(m) Any action against either party by the other in connection with this Agreement must be brought within eighteen (18) months after the cause of action arises.
