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IT IS SO ORDERED.

Dated: March 25, 2009

  
C. Kathryn Preston  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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In re: : Chapter 11 – Jointly Administered  
: :  
Triad Resources, Inc., *et al.*, : Case No. 08-62733  
: :  
Debtors.<sup>1</sup> : Judge C. Kathryn Preston  
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**ORDER APPROVING APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION, PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2014(a) AND 6003(a), FOR THE ENTRY OF AN ORDER AUTHORIZING DEBTORS TO RETAIN AND EMPLOY BARRIER ADVISORS, INC. AS THEIR RESTRUCTURING ADVISOR, NUNC PRO TUNC AS OF THE PETITION DATE**

Upon consideration of the application, dated January 26, 2009 [Docket No. 130] (the “Application”) of Debtors, for entry of an order approving Debtors’ retention of Barrier

<sup>1</sup> The “Debtors” in the instant cases include each of Triad Resources, Inc. (Case No. 08-62733, “TRI”); Triad Energy Corporation, (Case No. 08-62744, “TEC”); TriTex Energy, L.L.C. (Case No. 08-62747, “TEL”); TriTex Resources, L.L.C., Case No. 08-62749, “TRL”); Triad Oil & Gas Co., Ltd. (Case No. 08-62757, “TOG”); and Alpha Drilling, Ltd. (Case No. 08-62759, “ADL” or “Alpha”). Capital One, N.A., as agent is referred to herein as the “Agent”, and Capital One, N.A., Allied Irish Banks, P.L.C., and Citibank, National Association, as lenders are referred to herein as the “Lenders”. “Cash Collateral Order” shall mean the Final Agreed Order Authorizing Limited Use of Cash Collateral and Granting Adequate Protection to Existing Lienholders entered by this Court on February 13, 2009.

Advisors, Inc. (“Barrier”) as their restructuring advisors; and based upon the Affidavit of James R. Bryden in Support of Chapter 11 Petition and First-Day Motions, previously filed and the Declaration of Jeffrey A. Jones (the “Barrier Declaration”), attached to the Application; the engagement letter attached to this Order; the Limited Objection and Reservation of Rights filed by the Agent on behalf of the Lenders [Docket No. 173] (the “Agent Objection”); the Objection filed by the Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 182] (the “Committee Objection”); the testimony of Jeffrey A. Jones at the February 20, 2009 hearing, evidence and argument of counsel, and all other proceedings in these Chapter 11 cases; and after due deliberation and hearing, this Court finds that: (i) it has jurisdiction over the matters raised in the Application under 28 U.S.C. §§ 157 and 1334; (ii) venue of this matter is proper under 28 U.S.C. §§ 1408 and 1409; (iii) this matter is a core proceeding under 28 U.S.C. § 157(b)(2); (iv) the relief requested in the Application is in the best interests of Debtors, their estates, creditors, and other parties in interest; (v) adequate and proper notice of the Application and the hearing thereon has been given and that no other or further notice is necessary; (vi) the Agent Objection has been resolved in accordance with the terms hereof; (vii) the Committee Objection should be overruled in accordance with the terms hereof; (viii) counsel for the Committee, counsel for the Office of the United States Trustee for Region IX, and counsel for Wesbanco Bank, Inc., were provided with copies of this Order prior to submission hereof to the Court; and (ix) good and sufficient cause exists for the granting of the relief requested in the Application as set forth herein. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is GRANTED, the Agent Objection is resolved and the Committee Objection is overruled all on the terms and subject to the conditions set forth in the

engagement letter attached to the Application as Exhibit A (the “Engagement Letter”) and in this Order.

2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, and Rules 2014(a) and 6003(a) of the Bankruptcy Rules, Debtors shall be and hereby are authorized and empowered to employ and retain Barrier as their restructuring advisor, *nunc pro tunc* as of the Petition Date, for the matters referred to in the Application, during the pendency of these Chapter 11 Cases.

3. In connection with the services to be rendered by Barrier, Barrier shall receive compensation and reimbursement of expenses in accordance with the provisions of sections 327(a), 328(a), 330 and 331 of the Bankruptcy Code and any applicable order of the Court.

4. Pursuant to Section 328(a) of the Bankruptcy Code, the terms and calculation of the Transaction Fee (as defined in the Engagement Letter) are hereby approved as reasonable. The calculation, terms and conditions of the Transaction Fee may not be altered or modified unless such terms prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

5. Notwithstanding anything to the contrary, Barrier shall file interim and final fee applications in accordance with the provisions of sections 330 and 331 of the Bankruptcy Code and any applicable Order of the Court (collectively, “Barrier Fee Applications”).

6. Nothing contained in this Order shall limit the right of any creditor or party in interest to object to any proposed Transaction.

7. The Court shall retain jurisdiction to hear and determine all matters relating to this Order. Prior to the earlier of (i) the confirmation of a chapter 11 plan for the Company or (ii) an order closing the Company’s chapter 11 case, Barrier may only seek indemnification upon

application to the Court and the Company may only pay indemnification pursuant to the entry of an order of the Court, *provided, however*, this provision does not otherwise limit the duration of the obligations to indemnify Barrier.

8. The indemnification provisions of the Engagement Letter are approved, subject to the following:

- (a) Subject to the provisions of subparagraph (d) below, the Debtors are authorized, and shall indemnify Barrier, in accordance with the Engagement Letter, for any claim arising from, related to, or in connection with the restructuring advisory, investment banking and financial advising services set forth in the Engagement Letter, but not for any claim arising from, related to, or in connection with Barrier's postpetition performance of any services other than restructuring advisory, investment banking and financial advising services, unless such postpetition services and indemnification therefor are approved by the Court;
- (b) Notwithstanding any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify Barrier or provide contribution or reimbursement to Barrier, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen solely from the gross negligence or willful conduct of Barrier, as applicable, or (ii) settled prior to a judicial determination by this Court, after notice and a hearing to be a claim or expense for which Barrier should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, Barrier believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, Barrier must file an application with this Court, and the Debtors may not pay any such amounts to Barrier prior to the entry of an order by this Court approving payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Barrier for indemnification, contribution, or

reimbursement and not a provision limiting the duration of the Debtors' obligations to indemnify Barrier.

9. Notwithstanding anything to the contrary in this Order or the Engagement Letter:

- (a) in the event of a credit bid by the Agent on behalf of the Lenders (the "Credit Bid") in connection with a sale of substantially all assets (the "Sale") of the estates (the "Assets"), Barrier shall be entitled to a transaction fee (as set forth below, the "Credit Bid Transaction Fee") in the amount equal to the sum of (i) \$375,000 less an amount equal to the sum of (A) any payments other than the Monthly Advisory Fee payments made to Barrier under the Engagement Letter and (B) the Monthly Advisory Fee Credit (as defined in paragraph 9(h) below); plus (ii) 50% of the difference between the Sale Transaction Fee (defined in the Engagement Letter) based on the highest qualified bid prior to the Credit Bid and \$375,000 (the "Credit Bid Differential"); plus (iii) any unreimbursed expenses provided for under the Engagement Letter; plus (iv) in the event that the Agent or any Lender sells or transfers any note (together, the "Sold Notes") to a non-affiliated arms-length third party purchaser (as opposed to an entity or entities existing or established by the Agent and the Lenders for the purpose of submitting the Credit Bid or otherwise pursuing remedies or obtaining title to the Assets via foreclosure or otherwise) and thereafter there is a Credit Bid which is approved by the Bankruptcy Court, then Barrier also shall be entitled to an amount equal to the product of the Credit Bid Differential times the ratio that the face amount of Sold Notes bears to the face amount of all of the Lenders' Notes;
- (b) the Agent and the Lenders consent to the Credit Bid Transaction Fee as part of and subject to all terms relating to the Carve-Out (defined in the Cash Collateral Order) as if such fees and expenses are contained in a Budget approved by the Agent and irrespective of a default under the Cash Collateral Order or debtor in possession financing order entered by the Bankruptcy Court in these cases provided that the Sale of the Assets is approved by the Bankruptcy Court and consummated with either the purchaser brought into the sale process by Barrier or via the Credit Bid, and the Engagement Letter is not terminated for cause;
- (c) in the event no Sale of the Assets occurs in this case (other than by a Credit Bid) and a Sale of the Assets occurs (i) within 12 months of the expiration of the term of the Engagement Letter to any party which executed a confidentiality agreement with the Debtors as a potential bidder for the Assets or (ii) within 6 months of the expiration of the term of the Engagement Letter to any party,

Barrier may seek payment of its Sale Transaction Fee from the estates, provided that in the event of a Credit Bid Barrier shall be limited to the Credit Bid Transaction Fee;

- (d) if the Agent and the Lenders file an objection to a filed motion or plan which contemplates a proposed refinancing or restructuring, then the Agent and the Lenders shall be deemed not to consent to such proposed refinancing or restructuring, and the Agent and the Lenders shall have no liability for the payment of any fee to Barrier for any transaction other than the Sale of the Assets (e.g. such proposed restructuring or refinancing);
- (e) Barrier shall be entitled to its fee for a restructuring or refinancing as part of a liquidating chapter 11 plan, subject to the terms and limitations in (a) through (d) immediately above, provided that such restructuring or refinancing is approved by the Bankruptcy Court and is consummated prior to or as part of confirmation of such liquidating plan; and
- (f) Barrier shall be entitled to its fee for any transaction, refinancing or restructuring notwithstanding a conversion to chapter 7 or a case dismissal, subject to the terms and limitations in (a) through (d) immediately above, provided that (i) the transaction, restructuring or refinancing for such fee is approved by the Bankruptcy Court prior to such conversion to chapter 7 or case dismissal and (ii) such transaction, restructuring or refinancing is subsequently consummated within no more than 90 days following such conversion or dismissal;
- (g) Any transaction and the fees and expenses of Barrier authorized to be paid hereunder shall be kept separate as to Alpha on the one hand and the other Debtors excluding Alpha on the other hand, and this Court retains exclusive jurisdiction to hear any dispute regarding same in the event that the parties cannot arrive at a mutually agreeable allocation of such fees and expenses in connection with same; and
- (h) The "Monthly Advisory Fee Credit" equals the lesser of (i) \$140,000, or (ii) the Monthly Advisory Fee payments actually received by Barrier, provided that payment of the Credit Bid Transaction Fee as set forth above shall constitute full satisfaction of the Monthly Advisory Fee contemplated in the Engagement Letter.

10. This Order shall be immediately effective and enforceable upon entry.

IT IS SO ORDERED.

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**Copies to:**

The following is the list of **parties** who are currently on the list to receive e-mail notice/service for this case and who served by the Court's electronic noticing system:

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BMC Group, Inc., the Debtors claims and noticing agent, is, at the direction of the Debtors' counsel, serving the instant document on the parties set forth on the attached Service Lists via electronic mail and/or United States Mail, postage prepaid (the "BMC Service"). An affidavit detailing the BMC Service will be filed with the Court.



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