EXHIBIT A

Execution Copy

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is entered into as of January 25, 2010 by and among Triad Resources, Inc., an Ohio corporation ("Resources"), Triad Energy Corporation, a West Virginia corporation ("Energy"), TriTex Energy, L.L.C., an Ohio limited liability company ("TEL"), TriTex Resources, L.L.C., an Ohio limited liability company ("TRL"), Alpha Drilling Ltd., an Ohio limited liability company ("ADL"), Triad Oil & Gas Co., Ltd., an Ohio limited liability company ("TOG"), Triad Holdings P.L.L., an Ohio limited liability partnership ("Triad Holdings"), Charmane Oil Corporation, a Kentucky corporation ("Charmane"), Weaver Investments, Ltd., an Ohio limited liability company ("Weaver Investments"), Glen E. Weaver, Executor for the Estate of Kean A. Weaver, deceased (the "Weaver Estate"), JRB Investments, Inc., an Ohio corporation ("JRB Investments") and Jennifer Butchko, Executrix for the Estate of James R. Bryden, deceased (the "Bryden Estate"). Resources, Energy, TEL, TRL, ADL and TOG are referred to herein collectively as "Triad".

BACKGROUND

A. During their lifetimes, Kean A. Weaver ("Weaver") and James R. Bryden ("Bryden") were business partners. Weaver died in December 2008 and Bryden in November 2009.

B. On or about May 9, 2008, the business and substantially all of the operating assets of Charmane (collectively, the "Charmane Assets") were acquired by Triad and Weaver Investments in a series of transactions. The Charmane Assets consisted of (i) various oil and gas wells located in Kentucky (the "Charmane Wells"), (ii) five (5) parcels of real property and improvements thereon held by Charmane in connection with its oil and gas business and listed on **Addendum A** attached hereto (collectively, the "Charmane Real Properties");(iii) two (2) mineral leases listed on **Addendum B** attached hereto (together, the "Charmane Mineral Leases"); and (iv) the equipment and rolling stock used by Charmane in its oil and gas business and listed on **Addendum C** attached hereto (collectively, the "Charmane Equipment"). Legal title to the Charmane Real Properties, the Charmane Mineral Leases and the Charmane Equipment were, and as of the date hereof are, in the name of Weaver Investments, and the parties desire that all such property be transferred to TOG.

C. In a related transaction, Weaver Investments and JRB Investments acquired all of the capital stock of Charmane in a transaction or series of transactions funded by Energy. Charmane's capital stock consists of 6,000 shares of common stock, no par value (the "Charmane Stock"). Currently, there are 600 shares of Charmane Stock that are issued and outstanding, of which 525 (87.5%) are recorded in Charmane's stock ledger as being owned by Weaver Investments (the "Weaver Investments Shares") and 75 (12.5%) by JRB Investments (the "JRB Investments Shares").

D. At various times, Triad Holdings, Weaver Investments and JRB Investments acquired royalty and other like interests in oil and gas leases and wells owned and/or operated by Triad (collectively, the "Overriding Royalty Interests"). Some Overriding Royalty Interests are titled in the name of Weaver Investments (the "Weaver Royalty Interests"), some are titled in the name of Triad Holdings (the "Triad Holdings Royalty Interests") and some are titled in the name of JRB Investments (the "JRB Investment Royalty Interests").

E. On December 31, 2008, Triad filed voluntary petitions for relief under chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and the resulting proceedings are being jointly administered by the United States Bankruptcy Court for the Southern District of Ohio Eastern Division (the "Court") as Case No. 08-62733 (the "Triad Estate").

F. On or about November 11, 2009, the Triad Estate filed a lawsuit against Weaver Investments, the Weaver Estate, Kean Aviation, L.L.C., ("Kean Aviation") and KW Aviation, Ltd. ("KW") which is now pending before the Court as Advisory Proceeding 09-2499 (the "Lawsuit"). The Lawsuit seeks recovery of damages from the defendants based on their business dealings with Triad including the transactions involving Charmane and its owners and the Charmane Assets (collectively, the "Triad/Weaver Claims"). Weaver Investments, the Weaver Estate, Kean Aviation and KW are collectively referred to herein as the "Weaver Defendants."

G. As part of its plan of reorganization (the "Triad Plan"), Triad has agreed to sell its business and substantially all of its operating assets, including the Charmane Assets, to Magnum Hunter Resources Corporation ("MHR") in a transaction expected to close or about February 17, 2010 or such later date mutually agreed by the parties (the MHR/Triad Closing"). Triad expects to submit the Triad Plan to the Court for confirmation on or about January 26, 2010 (the "Confirmation Hearing").

H. Triad Holdings and Weaver Investments each have received a nonbinding letter of intent from MHR, the terms of which each respectively agree, in principle, on the terms by which MHR will acquire (i) all of Triad Holdings' oil and gas assets including the Triad Holdings Royalty Interests, certain surface rights and equipment and (ii) the Weaver Royalty Interests (together, the "MHR Related Purchase") in a series of transactions that are to be consummated prior to or contemporaneous with the MHR/Triad Closing (the MHR Related Purchase Closing").

I. In order to avoid the delay of the Confirmation Hearing, the sale of Triad's business and assets to MHR and the sale of certain assets of Triad Holdings to MHR, the parties have decided to amicably resolve certain of the matters and issues in controversy among them.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, undertakings and agreements set forth herein, the parties agree as follows:

1. **Dismissal of Certain Claims.** Upon the execution of this Agreement, the parties to the Lawsuit shall enter into a stipulation to present to the Court extending the time for the Triad Estates to respond to the Weaver Defendants' motion to dismiss until March 5, 2010. On or before the fifth business day following the consummation of all of the conveyances provided in Section 2 below, the Triad Estate shall, with the consent of the Weaver Defendants, (x) amend its Complaint in the Lawsuit by filing the First Amended Complaint substantially in the form attached as Exhibit A hereto (the "First Amended Complaint") and (y) stipulate with the Weaver Defendants to the dismissal with prejudice of those counts or claims appearing in the Complaint that were stricken in the First Amended Complaint, none of such claims seek to avoid or recover the value of any Overriding Royalty Interests.

2. **Conveyances**. The parties shall make and accept the conveyances listed in this Section 2 contemporaneous with the consummation of the MHR/Triad Closing:

(a) Weaver Investments agrees to assign, sell, bargain, transfer, convey and deliver all of its rights and interest in and title to the Charmane Real Properties, the Charmane Mineral Leases and the Charmane Equipment to the Triad Estate (or its designee) free and clear of any Encumbrance, except Permitted Encumbrances, as each term is herein defined. Weaver Investments shall make such conveyances by delivering to Triad (or its designee) (i) a fully executed deed (but not a quit claim deed) and assignments conveying each of the Charmane Real Properties; (ii) a fully executed assignment conveying each of the Charmane Mineral Leases; and (iii) specific assignments, bills of sale, endorsements, certificates of title and other documents conveying each unit of the Charmane Equipment, to Triad (or its designee); each such conveyance instrument to be in form and substance acceptable to Triad and its counsel. Weaver Investments shall be solely responsible for any conveyance or transfer taxes and filing fees.

(b) Weaver Investments agrees to assign, transfer and convey to the Triad Estate (or its designee) all of the Weaver Investments' rights and interest in and title to the Weaver Investments Shares free and clear of all Encumbrances. Weaver Investments shall deliver the original stock certificate(s) representing the Weaver Investments Shares to the Triad Estate, together with a stock power for the Weaver Investments Shares, executed in blank, in form and substance acceptable to Triad and its counsel.

(c) Simultaneous with the delivery of such instruments and agreements described in Section 2(a) and (b) above, the grantor in each such transaction shall put the grantee in actual possession and operating control of such property.

(d) For purposes of this Agreement,

(i) "Encumbrances" shall mean any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income, exercise of any other attribute of ownership, or other similar encumbrances of any nature whatsoever; and

(ii) "Permitted Encumbrances" shall means: (a) production sales contracts; division orders; contracts for sale, purchase, exchange, refining, processing or fractionating of hydrocarbons; unitization and pooling designations, declarations, orders and agreements; and pipeline, gathering, and transportation agreements; (b) any lien or security interest created by law or reserved in a mineral lease for royalty, bonus or rental or for compliance with the terms of any mineral lease; (c) any easement, right-of-way, servitude, permit, license, surface lease and other rights with respect to surface operations, to the extent such matters do not interfere in any material respect with the owners operation of the portion of the mineral leases and wells burdened thereby; and such other Encumbrances as Triad may agree to accept in writing.

3. **Other Agreements**. Each of the parties shall use their respective best efforts to cause the MHR Related Purchase Closing to occur prior to or contemporaneous with the MHR/Triad Closing; provided, however, the parties agree that neither Triad nor the Triad Estate shall be required to postpone or otherwise delay the MHR/Triad Closing.

4. **Releases.** Upon consummation of all of the conveyances provided in Section 2 above,

(a) Each of the Triad entities and the Triad Estate does hereby waive, release and discharge each of Weaver Investments and the Weaver Estate and their respective directors, officers, shareholders, members, heirs, personal representatives, executors and assigns from any and all claims, demands, rights, actions, causes of action, attorneys' fees, and costs, of any nature whatsoever, in law or in equity, whether known or unknown, arising out of, under or relating to the Charmane Assets, the Weaver Investments Shares and the Overriding Royalty Interests (including the Weaver Royalty Interests and the Triad Holdings Royalty Interests) from the beginning of time through the MHR/Triad Closing but specifically excluding all claims, demands, rights, actions arising out of, under or relating to representations, warranties and covenants made under this Agreement or any conveyance instrument delivered in connection herewith and/or the claims set forth in the First Amended Complaint.

(b) Each of the Triad entities and the Triad Estate does hereby waive, release and discharge Triad Holdings and its directors, officers, shareholders, members,

heirs, personal representatives, executors and assigns from any and all claims, demands, rights, actions, causes of action, attorneys' fees, and costs, of any nature whatsoever, in law or in equity, whether known or unknown, arising out of, under or relating to the operations and/or assets of Triad Holdings from the beginning of time through the MHR/Triad Closing but specifically excluding all claims, demands, rights, actions arising out of, under or relating to representations, warranties and covenants made under this Agreement or any conveyance instrument delivered in connection herewith.

(c) Each of the Triad entities and the Triad Estate does hereby waive, release and discharge JRB Investments and the Bryden Estate and their respective directors, officers, shareholders, members, heirs, personal representatives, executors and assigns from any and all claims, demands, rights, actions, causes of action, attorneys' fees, and costs, of any nature whatsoever, in law or in equity, whether known or unknown, arising out of, under or relating to under or relating to the Charmane Assets, the Overriding Royalty Interests (including the JRB Investment Royalty Interests and the Triad Holdings Royalty Interests) and/or the operations of Holdings from the beginning of time through the MHR/Triad Closing but specifically excluding all claims, demands, rights, actions arising out of, under or relating to representations, warranties and covenants made under this Agreement or any conveyance instrument delivered in connection herewith.

(d) Each of Weaver Investments and the Weaver Estate does hereby waive, release and discharge each Triad entity, the Triad Estate, Triad Holdings, JRB Investments, the Bryden Estate and Charmane and their respective, directors, officers, shareholders, members, heirs, personal representatives, executors and assigns of and from any and all claims, demands, rights, actions, causes of action, attorneys' fees, and costs, of any nature whatsoever, in law or in equity, whether known or unknown, arising out of, under or relating to the Charmane Assets, the Charmane Stock and the Overriding Royalty Interests (including the JRB Investments Royalty Interests and the Triad Holdings Royalty Interests) from the beginning of time through the MHR/Triad Closing, but specifically excluding all claims, demands, rights, actions arising out of, under or relating to (i) representations, warranties and covenants made under this Agreement or any conveyance instrument delivered in connection herewith and/or (ii) the rights and obligations of the Triad Holdings' partners under that certain partnership agreement governing Triad Holdings and its partners (the "Triad Holdings Partnership Agreement").

(d) Each of the Bryden Estate and JRB Investments does hereby waive, release and discharge each of the Weaver Estate and Weaver Investments and their respective, directors, officers, shareholders, members, heirs, personal representatives, executors and assigns from any and all claims, demands, rights, actions, causes of action, attorneys' fees, and costs, of any nature whatsoever, in law or in equity, whether known or unknown, arising out of, under or relating to the Charmane Assets, the Charmane Stock and Overriding Royalty Interests (including the Weaver Royalty

Interests and the Triad Holdings Royalty Interests) from the beginning of time through the MHR/Triad Closing, but specifically excluding all claims, demands, rights, actions arising out of, under or relating to (i) representations, warranties and covenants made under this Agreement or any conveyance instrument delivered in connection herewith and/or (ii) the rights and obligations of the Triad Holding partners under the Triad Holdings Partnership Agreement.

5. **Representations and Warranties.**

(a) Representations and Warranties of Weaver Investments. Weaver Investments hereby represents to Triad, JRB Investments and the Bryden Estate that: (i) Weaver Investments has all requisite power and authority, corporate, trustee, partnership or otherwise, to execute, deliver and perform under this Agreement and the other agreements, certificates, and instruments to be executed by it in connection with or pursuant to this Agreement (together with this Agreement, the "Weaver Investments Documents"); (ii) the execution, delivery, and performance by each Weaver Investments Document to which it is a party has been duly authorized by all necessary action, corporate or otherwise, on the part of Weaver Investments; (iii) this Agreement has been, and the other Weaver Investments Documents will be, when delivered, duly executed and delivered by the party executing the same; and (iv) this Agreement is, and upon execution and delivery, each of the other Weaver Investments Documents will be, a legal, valid, and binding agreement of Weaver Investments, enforceable against such person or entity in accordance with their respective terms; (v) neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby will (a) violate or conflict with any provision of the certificate of formation or incorporation, as applicable, bylaws, operating agreement, or other governing documents of Weaver Investments; (b) require the consent, waiver, approval, license or authorization of or any filing by either Weaver Investments with any third party or public authority; (c) violate, conflict with or result in a breach of or the acceleration of any material obligation under, or constitute a default (or an event which with notice or the lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on the Charmane Real Property or (d) violate or conflict with any law, rule, regulation, permit, ordinance or regulation applicable to the assets to be transferred hereunder; (vi) except for the Lawsuit, there is no action, suit, proceeding in equity or law, arbitration or administrative or other proceeding or any investigation by any person pending or threatened against or affecting the Charmane Stock, the Charmane Assets or any other assets to be transferred hereunder. None of the Charmane Assets or the Charmane Stock are subject to any adverse order, judgment, injunction, writ or decree; and (vii) to the best of Weaver Investments' knowledge, each of the Charmane Mineral Leases is in force and effect and Weaver Investments is not in material breach of either or both of the Charmane Mineral Leases.

(b) Representations and Warranties of the Weaver Estate. Glen E. Weaver, as Executor of the Weaver Estate, hereby represents and warrants to Triad, JRB Investments and the Bryden Estate that: (i) he is the duly appointed, qualified Executor of the Weaver Estate and, as such, has all requisite power and authority, to execute, deliver and perform under this Agreement and the other agreements, certificates, and instruments to be executed by the Weaver Estate and to make the deliveries required in connection with or pursuant to this Agreement (together with this Agreement, the "Weaver Estate Documents"); (ii) the execution, delivery, and performance of the Weaver Estate Documents will be, when delivered, executed and delivered by the Weaver Estate (A) in compliance with the requirements of all statutes and court orders binding the Weaver Executor and (B) a legal, valid, and binding agreement of the Weaver Estate , enforceable against the Weaver Estate in accordance with their respective terms; (iii) neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby will (a) violate or conflict with any provision of the letters of appointment of the Weaver Estate; (b) require the consent, waiver, approval, license or authorization of or any filing by the Weaver Estate with any third party or public authority; (c) violate, conflict with or result in a breach of or the acceleration of any material obligation under, or constitute a default (or an event which with notice or the lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on the Charmane Real Property or the Weaver Shares or (d) violate or conflict with any law, rule, regulation, permit, ordinance or regulation applicable to the assets to be transferred hereunder; (iv) except for the Lawsuit, there is no action, suit, proceeding in equity or law, arbitration or administrative or other proceeding or any investigation by any person pending or threatened against or affecting the Charmane Stock, the Charmane Assets or any other assets to be transferred hereunder. None of the Charmane Assets or the Charmane Stock are subject to any adverse order, judgment, injunction, writ or decree; (v) to the knowledge of the Weaver Estate, each of the Charmane Mineral Leases is in force and effect and the Weaver Estate is not in material breach of either or both of the Charmane Mineral Leases; and (vi) except for the Lawsuit, the Weaver Estate is the owner of all legal interest in the Weaver Shares and holds the Weaver Shares free and clear of any Encumbrance, and has full and absolute right and power to sell, assign, transfer and deliver the Weaver Shares as herein provided without the consent of any other person, entity or government authority.

(c) Representations and Warranties of Triad and the Triad Estate. Each of the Triad entities and the Triad Estate represent and warrant to the other parties of this Agreement, that each Triad entity has all requisite power and authority, corporate, trustee, partnership or otherwise, to execute, deliver and perform under this Agreement and the other agreements, certificates, and instruments to be executed by it in connection with or pursuant to this Agreement (together with this Agreement, the "Triad' Documents"); (ii) the execution, delivery, and performance of each Triad Document to which it is a party has been duly authorized by all necessary action, corporate or otherwise, on the part of

such Triad entity; (iii) this Agreement has been, and on the Effective Date will be, duly executed and delivered by each Triad entity that is a party hereto and thereto; and (iv) this Agreement is, and upon execution and delivery, each of the other "Triad Documents will be, a legal, valid, and binding agreement of each Triad entity that is party hereto and thereto, enforceable against such Triad entity in accordance with their respective terms. (iii) neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby will (a) violate or conflict with any provision the certificate of formation or incorporation, as applicable, bylaws, operating agreement, or other governing documents of any Triad entity or the Triad Estate; (b) require the consent, waiver, approval, license or authorization of or any filing by the Triad entities and the Triad Estate with any third party or public authority. The Triad entities and the Triad Estate have no knowledge that any of the representations and warranties of the Weaver Estate, Weaver Investments, JRB Investments or the Bryden Estate made herein are inaccurate or incomplete in any respect.

(d) Representations and Warranties of JRB Investments and the Bryden Estate. Each of JRB Investments and the Bryden Estate represent and warrant to the other parties to this Agreement: that each of JRB Investments and the Bryden Estate has all requisite power and authority, corporate, trustee, partnership or otherwise, to execute, deliver and perform under this Agreement and the other agreements, certificates, and instruments to be executed by it in connection with or pursuant to this Agreement (together with this Agreement, the "Bryden Documents"); (ii) the execution, delivery, and performance of each Bryden Document to which it is a party has been duly authorized by all necessary action, corporate or otherwise, on the part of JRB Investments or the Bryden Estate as the case may be; (iii) this Agreement has been, and on the Effective Date will be, duly executed and delivered by JRB Investments and the Bryden Estate that is a party hereto and thereto; and (iv) this Agreement is, and upon execution and delivery, each of the other Bryden Documents will be, a legal, valid, and binding agreement of JRB Investments and the Bryden Estate that is party hereto and thereto, enforceable against such entity in accordance with their respective terms; (iii) neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby will (a) violate or conflict with any provision of the letters of appointment of the Bryden Estate; (b) violate or conflict with any provision of the certificate of formation or incorporation, as applicable, bylaws, operating agreement, or other governing documents of JRB Investments; (c) require the consent, waiver, approval, license or authorization of or any filing by the Bryden Estate or JRB Investments with any third party or public authority. The Triad entities and the Triad Estate have no knowledge that any of the representations and warranties of the Weaver Estate or Weaver Investments made herein are inaccurate or incomplete in any respect.

6. **Condition Precedent.** Notwithstanding anything herein to the contrary, the parties hereto agree that this Agreement is conditioned upon and subject to the approval of the Court. Immediately upon execution of this Agreement by all of the parties

hereto, Triad shall submit the same to the Court for approval. This Agreement shall become effective upon the Court issuing an order approving the same, such date herein being referred to as the "Effective Date."

7. **Confidentiality**. Each of the parties agree that the terms and conditions of this Agreement, including the contents of all files, notes, memoranda, discussion, correspondence, information and statements made during the course of the negotiations of this Agreement shall remain confidential and shall not be released, repeated, divulged or in any manner communicated to any third party, provided, however, that each party may provide this Agreement and information related hereto to the Court and any probate court having jurisdiction over the administration of the Weaver Estate or the Bryden Estate.

8. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio, regardless of Ohio law or rules regarding choice of law. This Agreement may be executed in counterparts, which, when taken together, shall consist of one and the same instrument. It is understood and agreed that this settlement is in compromise of disputed claims; and that each party expressly denies any liability and intends merely to avoid devoting further time and resources to the Lawsuit. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or other agreements other than those expressed herein. The recitals appearing on the first page of this Agreement under the heading "Background" are, by this reference, incorporated in their entirety into this Agreement as if the same were fully herein rewritten. This Agreement constitutes the entire agreement of the parties and a complete merger of all prior negotiations and undertakings. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to herein. All of the terms of this Agreement are contractual and not a mere recital. Modification or amendment of this Agreement by the parties may be made only in writing, and must be signed by all parties or their legal counsel.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, after consultation with counsel, the parties hereby executes this Agreement, consisting of nine (9) pages of text (excluding the signature page(s)) as of the date first mentioned of the first page of this Agreement, intending to be legally bound.

TRIAD ENERGY CORPORATION

BY: _____
ROBERT J. ROBERTS, PRESIDENT

TRIAD OIL & GAS CO. LTD.

BY _____
ROBERT J. ROBERTS, PRESIDENT

TRIAD RESOURCES, INC.

BY _____
ROBERT J. ROBERTS, PRESIDENT

TRITEX ENERGY, L.L.C.

BY _____
JOHN TUMIS, TREASURER

ESTATE OF KEAN A. WEAVER

BY _____
GLEN E. WEAVER, EXECUTOR

ESTATE OF JAMES R. BRYDEN

BY _____
JENNIFER A. BUTCHKO, EXECUTRIX

TRIAD HOLDINGS, P.L.L.

BY _____
GLEN E. WEAVER, EXECUTOR, ESTATE OF KEAN A. WEAVER, PARTNER

BY _____
JENNIFER A. BUTCHKO, EXECUTRIX, ESTATE OF JAMES R. BRYDEN, PARTNER

WEAVER INVESTMENTS, LTD

BY _____
GLEN E. WEAVER, EXECUTOR, ESTATE OF KEAN A. WEAVER, SOLE MEMBER AND MANAGER

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BY _____
GLEN E. WEAVER, EXECUTOR

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ROBERT J. ROBERTS, PRESIDENT

ESTATE OF JAMES R. BRYDEN

BY _____
JENNIFER A. BUTCHKO, EXECUTRIX

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ROBERT J. ROBERTS, PRESIDENT

TRIAD HOLDINGS, P.L.L.

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BY _____
JENNIFER A. BUTCHKO, EXECUTRIX, ESTATE OF JAMES R. BRYDEN, PARTNER

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JOHN TUMIS, TREASURER

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GLEN E. WEAVER, EXECUTOR, ESTATE OF KEAN A. WEAVER, SOLE MEMBER AND MANAGER

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BY _____
GLEN E. WEAVER, EXECUTOR

TRIAD OIL & GAS CO. LTD.

BY _____
ROBERT J. ROBERTS, PRESIDENT

ESTATE OF JAMES R. BRYDEN

BY Jennifer A Butchko, Executrix
JENNIFER A. BUTCHKO, EXECUTRIX

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ROBERT J. ROBERTS, PRESIDENT

TRIAD HOLDINGS, P.L.L.

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BY Jennifer A Butchko, Executrix
JENNIFER A. BUTCHKO, EXECUTRIX, ESTATE OF JAMES R. BRYDEN, PARTNER

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JOHN TUMIS, TREASURER

WEAVER INVESTMENTS, LTD

BY _____
GLEN E. WEAVER, EXECUTOR, ESTATE OF KEAN A. WEAVER, SOLE MEMBER AND MANAGER

Execution Copy

ALPHA DRILLING, LTD.

BY _____
ROBERT J. ROBERTS, PRESIDENT

JRB INVESTMENTS, INC.

BY _____
JENNIFER BUTCHKO, PRESIDENT

TRITEX RESOURCES, L.L.C.

BY _____
JOHN S. TUMIS, TREASURER

CHARMANE OIL CORP.

BY _____
JOHN TUMIS, TREASURER

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ROBERT J. ROBERTS, PRESIDENT

JRB INVESTMENTS, INC.

BY Jennifer Butchko, President
JENNIFER BUTCHKO, PRESIDENT

TRITEX RESOURCES, L.L.C.

BY _____
JOHN S. TUMIS, TREASURER

CHARMANE OIL CORP.

BY _____
JOHN TUMIS, TREASURER

Execution Copy

ADDENDUM A

Recorded in Deed Book 184, p48. Lee County, Kentucky
Recorded in Deed Book 184, p45, Lee County, Kentucky
Recorded in Deed Book 184, p40, Lee County, Kentucky
Recorded in Deed Book 184, p30 Lee County, Kentucky
Recorded in Deed Book 184, p42, Lee County, Kentucky

Execution Copy

ADDENDUM B

MINERAL LEASES

Recorded in Deed Book 184, p28, Lee County, Kentucky (Minerals)
Recorded in Deed Book 184, p32, Lee County, Kentucky (Minerals)

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ADDENDUM C

PERSONAL PROPERTY & EQUIPMENT

Injection Plants

Caves Fork Gasso 3113L Fiberglass Tanks
Nannie Bryant Gasso 3364 Fiberglass Tank
PW3-A PP Plant Gardner Denver Concrete Pit
Bald Rock PS-25 Gardner Denver Steel 300 BBL Tanks
1 John Deere 555 Dozer
1 580L Case Backhoe
1 Ditch Witch Trencher R-65
1 24L Spudding Rig on Ford Truck Bucyrus
1 2 1/2 Ton G.I. Winch Truck
1 4000 gal. Acid Tank
1 Worthington Mud Pump

Buildings

1 Shop Building — 40 x 60 with Office, Bathroom & Upstairs Storage
1 Water Plant (PP) — 25 x 35 Bld.
1 Water Plant (CW Bald Rock) 14 x 24 Bld.
1 Water Plant (NB) 12 x 14 Bld.
1 Water Plant (LB Cave Fork) 16 x 28 Bld.

Assortment of Pumping Units

1 Oholiab Air Compressor
2 Dayton Kerosene Heaters
1 Northstar Pressure Washer
1 Air Sand Blaster
1 5000 watt Ex-Cell Generator
1 Miller Wire Welder
1 Solar Battery Charger
1 Set Cutting Torches
Lincoln Electric Welder
1 Baldor Grinder
2 Air Jacks
1 Metal Lathe
Assorted Hand Tools & Sockets
1 Weaver Press
2 MS 210 Stihl Chainsaws
1 MS 180 Stihl Chainsaw
4 Shindiawa Weed Eaters

Assorted Pulleys

1 Polly Pipe Welder

Execution Copy

ADDENDUM C (con't)

Electric Tools

Misc. Fittings, Nipples & Bolts
Kenwood Communication Radios — Complete Set with Shop Base
1 6" Makita Grinder

Rolling Stock

1 1971 Fruehoff Tanker Trailer (Crude) — YIN #0MN528202
1 1959 Delp Pole Trailer — VIN #2457 (988)
1 1994 Ford LN 8000 (Vacuum Truck) — VIN #1FDYR82E1RVA46934 (999)
1 1999 Ford F-450 (450 that pulls Gooseneck) — VIN #1FDXF47F2XEA98164 (999)
1 1972 Intl. Winch Truck — cable rig — VIN #416070H195611 (999) w/22W Spider R-S
1 1998 Freightliner Truck (crude oil) — VIN #1FUY3MDB3WL925630 (999)
1 1997 Mack CH Truck (crude oil) — VIN #1M1AA18YOVW073973 (999)
1 1979 Ford F-600 — VIN #F61MCED0243 (999)
1 1979 Chevy CC7D042 (Winch Truck) — VIN #C17DB9V177852 (998)
1 2004 Ford F-250 — VIN #1FTNX21LX4EA12655
1 2005 Chevrolet 2500 — VIN #1GCHK29U25E336385
1 2004 Dodge Dakota — VIN #1D7HG42N34S749051
1 2004 Dodge Dakota — VIN #1D7HG42N54S749083
1 2000 Dodge Ram 1500 — VIN #1B7HF16Z7YS564953
1 1997 Dodge Dakota-- VIN 41B7GG26X0VS188623
1 1969 GI Jeep with RS — YIN #10444
1 1972 1/2 Ton GI Jeep (Winch Truck) — VIN #013210838
1 1968 Jeep with RS — VIN #032510672

Execution Copy

EXHIBIT A
FIRST AMENDED COMPLAINT
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	)	Chapter 11
	)	
TRIAD RESOURCES, INC., *et al.*,	)	Case No. 08-62733
	)	(Jointly Administered)
Debtors.[1]	)	
	)	Judge C. Kathryn Preston
TRIAD RESOURCES, INC.	)	
P.O. Box 430	)	
Reno, Ohio 45773,	)	
	)	
and	)	
	)	
TRIAD ENERGY CORPORATION	)	Adversary Proceeding No. 09-2499
P.O. Box 430	)	

[1] The Debtors in the instant cases include each of Triad Resources, Inc. (Case No. 08-62733, "Resources"); Triad Energy Corporation, (Case No. 08-62744, "Energy"); 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").

Reno, Ohio 45773,)
)
and)
)
TRIAD OIL & GAS CO., LTD.)
P.O. Box 430)
Reno, Ohio 45773,)
)
Plaintiffs,)
)
v.)
)
WEAVER INVESTMENTS, LTD.)
c/o Kean A. Weaver, Statutory Agent)
c/o Glen E. Weaver, Executor, Estate of Kean. A.)
Weaver)
336 Raymaley Road)
Harrison City, Pennsylvania 15636)
)
Also Serve at:)
)

P.O. Box 425)

Harrison City, Pennsylvania 15636,)

)

GLEN E. WEAVER, EXECUTOR, ESTATE OF)

KEAN A. WEAVER)

336 Raymaley Road)

Harrison City, Pennsylvania 15636)

)

Also Serve at:)

)

P.O. Box 425)

Harrison City, Pennsylvania 15636,)

)

KEAN AVIATION, L.L.C.)

c/o Chip Romano, Statutory Agent)

117 Salem Church Road)

Newark, Delaware 19713)

)

Also Serve at:)

)

c/o Kean A. Weaver)

c/o Glen E. Weaver, Executor, Estate of Kean. A.)
Weaver)
336 Raymaley Road)
Harrison City, Pennsylvania 15636)
)
Also Serve at:)
)
P.O. Box 425)
Harrison City, Pennsylvania 15636,)
)
and)
)
KW AVIATION, LTD.)
c/o Margaret Hendershot, Esq., Statutory Agent)
St. Marie Law Firm Co., L.P.A.)
409 East Avenue, Suite A)
Elyria, Ohio 44035,)
)
Defendants.)
)

FIRST AMENDED COMPLAINT

Triad Resources, Inc. ("Resources"), Triad Energy Corporation ("Energy") and Triad Oil & Gas Co., Ltd. ("TOG" and together with Resources and Energy, "Plaintiffs"), by and through their undersigned counsel of record, and for Plaintiffs' First Amended Complaint against Weaver Investments, Ltd. ("Weaver Investments"), Glen E. Weaver ("Weaver Executor"), in his capacity as Executor of the Estate of Kean A. Weaver ("Weaver Estate"), Kean Aviation, L.L.C. ("Kean Aviation"), and KW Aviation, Ltd. ("KW Aviation" and, together with Weaver Investments, Weaver Estate, and Kean Aviation, "Defendants"), respectfully states and submit as follows:

THE PARTIES

1. Plaintiff Resources is an Ohio corporation with a principal place of business in Reno, Ohio. Resources is a debtor-in-possession in the above captioned bankruptcy case.

2. Plaintiff Energy is a West Virginia corporation with a principal place of business in Reno, Ohio. Energy is a debtor-in-possession in the above captioned bankruptcy case.

3. Plaintiff TOG is an Ohio limited liability company with a principal place of business in Reno, Ohio. TOG is a debtor-in-possession in the above captioned bankruptcy case.

4. Defendant Weaver Investments is an Ohio limited liability company, with a principal place of business in Reno, Ohio.

5. Defendant Weaver Executor is an individual residing in Harrison City, Pennsylvania. Weaver Executor is the executor of the Weaver Estate.

Prior to his death on December 10, 2008 and at all times relevant to this Complaint, Kean A. Weaver, deceased ("Weaver") was an insider of Resources, Energy and TOG. Weaver Estate is the current majority shareholder of Resources and Energy and also owns the majority of membership interests in TOG.

6. Defendant Kean Aviation is a Delaware limited liability company, with a principal place of business in Reno, Ohio.

7. Defendant KW Aviation is an Ohio limited liability company, with a principal place of business in Reno, Ohio.

8. Prior to his death on December 10, 2008 and at all times relevant to this Complaint, Weaver was the sole member and sole manager of each of Weaver Investments and KW Aviation. Weaver Investments is the sole member of Kean Aviation. Thus, prior to his death and at all times relevant to the allegations in this Complaint Weaver directly or indirectly owned and controlled each of Weaver Investments, Kean Aviation and KW Aviation.

JURISDICTION AND VENUE

9. Plaintiffs restate and incorporate by reference paragraphs 1 through 8 of this Complaint as if fully restated herein.

10. The Court has jurisdiction over this Adversary Proceeding and the matters set forth in this Complaint pursuant to 28 U.S.C. §§ 157 and 1134. Venue of this Adversary Proceeding and the matters set forth herein is proper

pursuant to 28 U.S.C. § 1409. This Adversary Proceeding is a core proceeding pursuant to 28 U.S.C. § 157.

BACKGROUND

11. Plaintiffs restate and incorporate by reference paragraphs 1 through 10 of this Complaint as if fully restated herein.

12. On December 31, 2008 (the "Petition Date"), Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). The Debtors' bankruptcy cases are hereinafter collectively referred to as the "Bankruptcy Case").

13. As described below, during the two year period prior to the Petition Date, Weaver authorized and directed transfers of cash and other valuable property interests from the Plaintiffs, and diverted cash and other valuable property interests to which Plaintiffs were or are entitled, without the approval of the directors of Energy or Resources or of the managers of TOG (as the case may be), to or for the benefit of Defendants.

14. The transfers (of which Plaintiffs presently are aware) made the subject of this adversary proceeding have a total value of $1,847,184.85, and are summarized on Exhibit A hereto (together with any other similar transfers that may subsequently be identified, the "Transfers").

15. Further, on or about September 21, 2007 Weaver caused Kean Aviation to sign a promissory note payable to Key Equipment Finance, Inc.

("Key") in the amount of $11,559,545 for the purchase of a 2007 Cessna 560XL Citation XLS aircraft (the "Aircraft Loan"). In connection with the Aircraft Loan, Weaver caused Energy to sign a Corporate Guaranty dated September 21, 2007 in favor of Key up to an amount equal to $4,000,000.00 plus interest, costs, fees and other charges (the "Aircraft Guaranty"). On May 20, 2009, Key filed a Proof of Claim in the Energy chapter 11 case asserting that Energy owes Key $5,109,058.05 pursuant to the Aircraft Guaranty (the "Aircraft Claim").

16. The value of the Transfers, and of any liability of Energy on the Aircraft Claim, should be recovered from Defendants by the Plaintiffs for the benefit of their bankruptcy estates, including for the reasons set forth herein.

COUNT I

(Weaver Estate: Breach of Fiduciary Duties)

17. Plaintiffs restate and incorporate by reference paragraphs 1 through 18 of this Complaint as if fully restated herein.

18. Weaver, as a director and officer of the Plaintiffs, owed fiduciary duties to the Plaintiffs. These fiduciary duties included, but were not limited to, the duties of good faith, loyalty, refraining from self-dealing, full disclosure, acting in the best interest of the Plaintiffs, and not engaging or permitting company waste and mismanagement.

19. Weaver, as a director and officer of the Plaintiffs, owed additional fiduciary duties while the Plaintiffs were insolvent and/or in a zone of insolvency.

Upon information and belief, Plaintiffs entered a zone of insolvency in or about October, 2008, and these additional fiduciary duties, which arose in or about October, 2008, included maximizing Plaintiffs' assets and the value thereof for the benefit of the Plaintiffs and their creditors.

20. The acts of Weaver described herein and otherwise, as well as other acts which may be revealed through discovery, including causing the Transfers and causing Energy exposure to liability on the Aircraft Claim, constitute breaches of his fiduciary duties, including without limitation in the zone of insolvency.

21. The acts of Weaver described herein and otherwise, as well as other acts which may be revealed through discovery, including the extent to which in or about October 2008, or thereafter, he caused the Transfers and caused Energy exposure to liability on the Aircraft Claim, constitute breaches of his fiduciary duties.

22. The wrongful acts and/or omissions of Weaver were committed negligently and/or with intentional, willful and/or reckless disregard.

23. As a direct and proximate result of the foregoing, Plaintiffs have sustained substantial damages, including with respect to the Transfers and Energy's exposure to liability on the Aircraft Claim.

24. As a result of the foregoing, Weaver is liable to Plaintiffs for compensatory damages which will be more specifically proven at trial, as well as

punitive damages, plus costs, interest, attorneys' fees and such other and further additional relief, at law or in equity, that the Court deems just and proper.

COUNT II

(Weaver Estate, Weaver Investments, Kean Aviation and KW Aviation: Unjust Enrichment)

25. Plaintiffs restate and incorporate by reference paragraphs 1 through 26 of this Complaint as if fully restated herein.

26. Weaver, by engaging in self-dealing, failing to properly disclose, causing Plaintiffs to enter into transactions that were not in the best interest of the Plaintiffs, and taking acts which resulted in corporate waste, as more specifically described herein and otherwise, as well as other acts which may be revealed through discovery, has been unjustly enriched at Plaintiffs' expense.

27. Weaver has caused Plaintiffs to pay various personal expenses, either directly or indirectly through entities in which he has or had an interest, including Weaver Investments, Kean Aviation and KW Aviation, and to incur liabilities, either directly or indirectly through entities in which he has or had an interest, including in respect of the Aircraft Claim, which did not have a legitimate business purpose for Plaintiffs and resulted in waste and mismanagement.

28. As a result, Weaver, as well as Weaver Investments, Kean Aviation and KW Aviation, has been unjustly enriched at Plaintiffs' expense.

29. Plaintiffs have been damaged and Weaver Estate, Weaver Investments, Kean Aviation and KW Aviation, are jointly and severally liable to Plaintiffs for compensatory damages, including without limitation in respect of the Transfers reasonably believed to be in the amount of $1,847,184.85 and the exposure on the Aircraft Claim, which will be more specifically proven at trial, plus costs, interest, attorneys' fee, and such other and further additional relief, at law or in equity, that the Court deems just and proper.

COUNT III

(Weaver Investments: 11 U.S.C. § 548)

30. Plaintiffs restate and incorporate by reference paragraphs 1 through ____ of this Complaint as if fully restated herein.

31. At the time of the Weaver Investments Transfers (defined below), Weaver Investments was an affiliate and insider of each of the Plaintiffs.

32. On or within two (2) years before the Petition Date, Plaintiffs transferred $703,104.67 (together, the "Weaver Investments Transfers") to Weaver Investments. The Weaver Investments Transfers are summarized on the spreadsheet attached hereto as Exhibit A-1.

33. Plaintiffs received less than a reasonably equivalent value in exchange for the Weaver Investments Transfers.

34. At the time of the Weaver Investments Transfers, each of the Plaintiffs (a) was insolvent or became insolvent as a result of the Weaver Investments Transfers; (b) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with such Plaintiff was an unreasonably small capital; (c) intended to incur, or believed that such Plaintiff would incur, debts that would be beyond such Plaintiff's ability to pay as such debts matured; and/or (d) made the Weaver Investment Transfers to or for the benefit of an insider and not in the ordinary course of business.

35. The Weaver Investments Transfers may be avoided under Bankruptcy Code Section 548.

COUNT IV

(Weaver Investments: 11 U.S.C. § 544 & R.C. § 1336.04 – 1336.05)

36. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

37. The Weaver Investments Transfers were made with actual intent to hinder, delay, or defraud one or more creditors of the Plaintiffs within the meaning of § 1336.04(A)(1) of the Ohio Revised Code (the "Revised Code").

38. Plaintiffs made the Weaver Investments Transfers without receiving a reasonably equivalent value in exchange for the Weaver Investments Transfers.

39. At the time of the Weaver Investments Transfers made in or about October 2008, or thereafter,each of the Plaintiffs (a) was engaged or was about to engage in a business or a transaction for which the remaining assets of such Plaintiff were unreasonably small in relation to the business or transaction; (b) intended to incur, or believed or reasonably should have believed that such Plaintiff would incur, debts beyond its ability to pay as they became due; and/or (c) was insolvent or became insolvent as a result of the Weaver Investments Transfers.

40. The Weaver Investments Transfers may be avoided pursuant to Bankruptcy Code Section 544 and Revised Code Sections 1336.04 and/or 1336.05.

COUNT V

(Weaver Investments: 11 U.S.C. § 550)

41. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

42. To the extent that the Weaver Investments Transfers are avoided pursuant to Bankruptcy Code Section 548, Revised Code Sections 1336.04 and/or 1336.05, or other applicable law, the Weaver Investments Transfers or the value of the Weaver Investments Transfers, may be recovered by Plaintiffs from Weaver Investments or any mediate or intermediate transferee thereof pursuant to Bankruptcy Code Section 550.

COUNT VI

(Weaver Investments: 11 U.S.C. § 502(d))

43. Plaintiffs restate and incorporate by reference paragraphs 1 through ____ of this Complaint as if fully restated herein.

44. The Weaver Investments Transfers, or the value of the Weaver Investments Transfers, have not been paid or turned over to Plaintiffs.

45. To the extent not already disallowed by the Court in the Bankruptcy Case, any claim(s) against any of the Plaintiffs by Weaver Investments, or any entity that is a transferee of the Weaver Investments Transfers (collectively, "Weaver Investments Claims"), shall be disallowed pursuant to Bankruptcy Code Section 502(d).

COUNT VII

(Weaver Estate: 11 U.S.C. § 548)

46. Plaintiffs restate and incorporate by reference paragraphs 1 through ____ of this Complaint as if fully restated herein.

47. At the time of the Weaver Transfers (defined below), Weaver was an insider of each of the Plaintiffs.

48. On or within two (2) years before the Petition Date, Plaintiffs transferred $110,635.47 to Weaver directly, as well as all of the other Transfers, indirectly to or for his benefit, to any of Weaver Investments, Kean Aviation or KW Aviation (together, the "Weaver Transfers"). A spreadsheet setting forth the

Weaver Transfers is attached hereto as Exhibit A-2. Further, within two (2) years before the Petition Date, Weaver caused Energy to incur obligations pursuant to the Aircraft Guaranty, benefiting Weaver directly and indirectly (together, the "Aircraft Obligations").

49. Plaintiffs received less than a reasonably equivalent value in exchange for the Weaver Transfers and for the Aircraft Obligations.

50. At the time of the Weaver Transfers, each of the Plaintiffs (a) was insolvent or became insolvent as a result of the Weaver Transfers; (b) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with such Plaintiff was an unreasonably small capital; (c) intended to incur, or believed that such Plaintiff would incur, debts that would be beyond such Plaintiff's ability to pay as such debts matured; and/or (d) made the Weaver Transfers to or for the benefit of an insider and not in the ordinary course of business.

51. The Weaver Transfers may be avoided under Bankruptcy Code Section 548.

COUNT VIII

(Weaver Estate: 11 U.S.C. § 544 & R.C. § 1336.04 – 1336.05)

52. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

53. The Weaver Transfers were made with actual intent to hinder, delay, or defraud one or more creditors of the Plaintiffs within the meaning of § 1336.04(A)(1) of the Revised Code .

54. Plaintiffs made the Weaver Transfers without receiving a reasonably equivalent value in exchange for the Weaver Transfers.

55. At the time of the Weaver Transfers made in or about October, 2008, or thereafter, each of the Plaintiffs (a) was engaged or was about to engage in a business or a transaction for which the remaining assets of such Plaintiff were unreasonably small in relation to the business or transaction; (b) intended to incur, or believed or reasonably should have believed that such Plaintiff would incur, debts beyond its ability to pay as they became due; and/or (c) was insolvent or became insolvent as a result of the Weaver Transfers.

56. The Weaver Transfers may be avoided pursuant to Bankruptcy Code Section 544 and Revised Code Sections 1336.04 and/or 1336.05.

COUNT IX

(Weaver Estate: 11 U.S.C. § 550)

57. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

58. To the extent that the Weaver Transfers are avoided pursuant to Bankruptcy Code Section 548, Revised Code Sections 1336.04 and/or 1336.05, or other applicable law, the Weaver Transfers or the value of the Weaver

Transfers, may be recovered by Plaintiffs from Weaver Estate or any mediate or intermediate transferee thereof pursuant to Bankruptcy Code Section 550.

COUNT X

(Weaver Estate: 11 U.S.C. § 502(d))

59. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

60. The Weaver Transfers, or the value of the Weaver Transfers, have not been paid or turned over to Plaintiffs.

61. To the extent not already disallowed by the Court in the Bankruptcy Case, any claim(s) against any of the Plaintiffs by Weaver Estate, or any entity that is a transferee of the Weaver Transfers (collectively, "Weaver Claims"), shall be disallowed pursuant to Bankruptcy Code Section 502(d).

COUNT XI

(Kean Aviation: 11 U.S.C. § 548)

62. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

63. At the time of the Kean Aviation Transfers (defined below), Kean Aviation was an affiliate and insider of each of the Plaintiffs.

64. On or within two (2) years before the Petition Date, Plaintiffs transferred $1,032,197.79 (together, the "Kean Aviation Transfers") to Kean

Aviation. A spreadsheet setting forth the Kean Aviation Transfers is attached hereto as Exhibit A-3.

65. Plaintiffs received less than a reasonably equivalent value in exchange for the Kean Aviation Transfers.

66. At the time of the Kean Aviation Transfers, each of the Plaintiffs (a) was insolvent or became insolvent as a result of the Kean Aviation Transfers; (b) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with such Plaintiff was an unreasonably small capital; (c) intended to incur, or believed that such Plaintiff would incur, debts that would be beyond such Plaintiff's ability to pay as such debts matured; and/or (d) made the Weaver Investment Transfers to or for the benefit of an insider and not in the ordinary course of business.

67. The Kean Aviation Transfers may be avoided under Bankruptcy Code Section 548.

COUNT XII

(Kean Aviation: 11 U.S.C. § 544 & R.C. § 1336.04 – 1336.05)

68. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

69. The Kean Aviation Transfers were made with actual intent to hinder, delay, or defraud one or more creditors of the Plaintiffs within the meaning of § 1336.04(A)(1) of the Revised Code.

70. Plaintiffs made the Kean Aviation Transfers without receiving a reasonably equivalent value in exchange for the Kean Aviation Transfers.

71. At the time of the Kean Aviation Transfers made in or about October, 2008, or thereafter, each of the Plaintiffs (a) was engaged or was about to engage in a business or a transaction for which the remaining assets of such Plaintiff was unreasonably small in relation to the business or transaction; (b) intended to incur, or believed or reasonably should have believed that such Plaintiff would incur, debts beyond its ability to pay as they became due; and/or (c) was insolvent or became insolvent as a result of the Kean Aviation Transfers.

72. The Kean Aviation Transfers may be avoided pursuant to Bankruptcy Code Section 544 and Revised Code Sections 1336.04 and/or 1336.05.

COUNT XIII

(Kean Aviation: 11 U.S.C. § 550)

73. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

74. To the extent that the Kean Aviation Transfers are avoided pursuant to Bankruptcy Code Section 548, Revised Code Sections 1336.04 and/or 1336.05, or other applicable law, the Kean Aviation Transfers or the value of the Kean Aviation Transfers, may be recovered by Plaintiffs from Kean

Aviation of any mediate or intermediate transferee thereof pursuant to Bankruptcy Code Section 550.

COUNT XIV

(Kean Aviation: 11 U.S.C. § 502(d))

75. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

76. The Kean Aviation Transfers, or the value of the Kean Aviation Transfers, have not been paid or turned over to Plaintiffs.

77. To the extent not already disallowed by the Court in the Bankruptcy Case, any claim(s) against any of the Plaintiffs by Kean Aviation, or any entity that is a transferee of the Kean Aviation Transfers (collectively, "Kean Aviation Claims"), shall be disallowed pursuant to Bankruptcy Code Section 502(d).

COUNT XV

(KW Aviation: 11 U.S.C. § 548)

78. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

79. At the time of the KW Aviation Transfers (defined below), KW Aviation was an affiliate and insider of Plaintiffs.

80. On or within two (2) years before the Petition Date, Plaintiffs transferred $1,246.92 (together, the "KW Aviation Transfers") to KW Aviation. A

spreadsheet setting forth the KW Aviation Transfers is attached hereto as Exhibit A-4.

81. Plaintiffs received less than a reasonably equivalent value in exchange for the KW Aviation Transfers.

82. At the time of the KW Aviation Transfers, made in or about October, 2008, or thereafter, each of the Plaintiffs (a) was insolvent or became insolvent as a result of the KW Aviation Transfers; (b) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with such Plaintiff was an unreasonably small capital; (c) intended to incur, or believed that such Plaintiff would incur, debts that would be beyond such Plaintiff's ability to pay as such debts matured; and/or (d) made the KW Aviation Transfers to or for the benefit of an insider and not in the ordinary course of business.

83. The KW Aviation Transfers may be avoided under Bankruptcy Code Section 548.

COUNT XVI

(KW Aviation: 11 U.S.C. § 544 & R.C. § 1336.04 – 1336.05)

84. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

85. The KW Aviation Transfers were made with actual intent to hinder, delay, or defraud one or more creditors of the Plaintiffs within the meaning of § 1336.04(A)(1) of the Revised Code .

86. Plaintiffs made the KW Aviation Transfers without receiving a reasonably equivalent value in exchange for the KW Aviation Transfers.

87. At the time of the KW Aviation Transfers made in or about October, 2008, or thereafter, each of the Plaintiffs (a) was engaged or was about to engage in a business or a transaction for which the remaining assets of such Plaintiff were unreasonably small in relation to the business or transaction; (b) intended to incur, or believed or reasonably should have believed that such Plaintiff would incur, debts beyond its ability to pay as they became due; and/or (c) was insolvent or became insolvent as a result of the KW Aviation Transfers.

88. The KW Aviation Transfers may be avoided pursuant to Bankruptcy Code Section 544 and Revised Code Sections 1336.04 and/or 1336.05.

COUNT XVII

(KW Aviation: 11 U.S.C. § 550)

89. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

90. To the extent that the KW Aviation Transfers are avoided pursuant to Bankruptcy Code Section 548, Revised Code Sections 1336.04 and/or 1336.05, or other applicable law, the KW Aviation Transfers or the value of the

KW Aviation Transfers, may be recovered by Plaintiffs from KW Aviation or any mediate or intermediate transferee thereof pursuant to Bankruptcy Code Section 550.

COUNT XVIII

(KW Aviation: 11 U.S.C. § 502(d))

91. Plaintiffs restate and incorporate by reference paragraphs 1 through ___ of this Complaint as if fully restated herein.

92. The KW Aviation Transfers, or the value of the KW Aviation Transfers, have not been paid or turned over to Plaintiffs.

93. To the extent not already disallowed by the Court in the Bankruptcy Case, any claim(s) against any of the Plaintiffs by KW Aviation, or any entity that is a transferee of the KW Aviation Transfers (collectively, "KW Aviation Claims" and, together with the Weaver Investments Claims, Weaver Claims, Kean Aviation Claims, and any other or further claims asserted by any of the Defendants in the Bankruptcy Case, the "Defendants' Claims"), shall be disallowed pursuant to Bankruptcy Code Section 502(d).

WHEREFORE, Plaintiffs respectfully pray that the Court enter a judgment in favor of Plaintiffs and against Defendants avoiding all of the Transfers and all liability under the Aircraft Guaranty, including without limitation the Aircraft Claim; awarding damages to Plaintiffs and against Defendants and any mediate or intermediate transferee thereof, jointly and severally, in an amount of the

Transfers and all liability under the Aircraft Guaranty, including without limitation the Aircraft Claim, plus any pre- and post-judgment interest thereon to which Plaintiffs are entitled including, without limitation, interest as provided pursuant to 28 U.S.C. § 1961; disallowing all of Defendants' Claims in their entireties, to the extent not already disallowed; and awarding Plaintiffs their fees, costs, and expenses incurred in connection with this action including, without limitation, all attorneys' fees and costs, and granting Plaintiffs such other and further relief as is just and equitable.

Execution Copy

Dated: January 22, 2010

Respectfully submitted,

/s/ DRAFT Daniel A. DeMarco
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Counsel to Plaintiffs

Execution Copy

EXHIBIT A

DEBTOR-PLAINTIFF TRANSFEROR	TRANSFEREE	AGGREGATE TRANSFERS
Triad Resources, Inc.	KW Aviation	$1,246.92
Triad Resources, Inc.	Kean Aviation	$2,701.79
Triad Resources, Inc.	Weaver Investments	$31,518.17
Triad Energy Corporation	Weaver	$110,635.47
Triad Energy Corporation	Kean Aviation	$1,029,496.00
Triad Energy Corporation	Weaver Investments	$671,586.50
TOTAL		**$1,847,184.85**