

# SECURITIES AND EXCHANGE COMMISSION

## FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2008-11-14** | Period of Report: **2008-09-30**  
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### FILER

#### **Nexgen Petroleum Corp.**

CIK: **1375850** | IRS No.: **000000000** | State of Incorporation: **NV** | Fiscal Year End: **0331**  
Type: **10-Q** | Act: **34** | File No.: **000-53231** | Film No.: **081190203**  
SIC: **1311** Crude petroleum & natural gas

#### Mailing Address

*NO. D2003 GAHOOD VILLAS  
BAIZIN ZHUANG, HOU SHA  
YU, SHUNYI DISTRI  
BEIJING F4 101300*

#### Business Address

*NO. D2003 GAHOOD VILLAS  
BAIZIN ZHUANG, HOU SHA  
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BEIJING F4 101300  
8613071137549*

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# SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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## FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For Quarter ended September 30, 2008

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 333-137460

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## NEXGEN PETROLEUM CORP.

(Exact Name of Registrant as Specified in its Charter)

Nevada

(State or other Jurisdiction of Incorporation or  
Organization)

26-2608616

(IRS Employer  
Identification Number)

2820 W. Charleston Blvd., Suite 22

(Address of Principal Executive Offices)  
Las Vegas, NV

89102

(Zip Code)

866-446-1869

(Registrant's Telephone Number, Including Area Code)

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Indicate by check mark whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in rule 12b-2 of the Exchange Act).

Yes  No

**Applicable only to issuers involved in bankruptcy proceedings during the preceding five years:**

Check whether the registrant filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Exchange Act after the distribution of securities under a plan confirmed by a court.

Yes  No

**Applicable only to corporate issuers:**

Indicate the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date.

Class	Outstanding as of October 31, 2008
Common Stock, \$0.001 par value	56,413,000

Traditional Small Business Disclosure Format (Check one):

Yes  No

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## TABLE OF CONTENTS

	<b>Page</b>
FORWARD-LOOKING STATEMENTS	1
USE OF NAMES	1
<b>PART I – FINANCIAL INFORMATION</b>	
ITEM 1. FINANCIAL STATEMENTS	1
ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS AND RESULTS OF OPERATIONS	2
ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK	6
ITEM 4. CONTROLS AND PROCEDURES	6
<b>PART II – OTHER INFORMATION</b>	
ITEM 1. LEGAL PROCEEDINGS	7
ITEM 1A. RISK FACTORS	7
ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS	7
ITEM 3. DEFAULTS UPON SENIOR SECUTIRIES	7
ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS	7
ITEM 5. OTHER INFORMATION	8
ITEM 6. EXHIBITS	9
SIGNATURES	10

## Forward Looking Statements

This quarterly report on Form 10-Q and other reports that we file with the SEC contain statements that are considered forward-looking statements. Forward-looking statements give the Company's current expectations, plans, objectives, assumptions or forecasts of future events. All statements other than statements of current or historical fact contained in this annual report, including statements regarding the Company's future financial position, business strategy, budgets, projected costs and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "anticipate," "estimate," "plans," "potential," "projects," "ongoing," "expects," "management believes," "we believe," "we intend," and similar expressions. These statements are based on the Company's current plans and are subject to risks and uncertainties, and as such the Company's actual future activities and results of operations may be materially different from those set forth in the forward looking statements. Any or all of the forward-looking statements in this periodic report may turn out to be inaccurate and as such, you should not place undue reliance on these forward-looking statements. The Company has based these forward-looking statements largely on its current expectations and projections about future events and financial trends that it believes may affect its financial condition, results of operations, business strategy and financial needs.

These forward-looking statements speak only as of the date on which they are made, and except to the extent required by federal securities laws, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. All subsequent written and oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements contained in this periodic report.

## Use of Names

In this quarterly report, the terms "Nexgen Petroleum", "Company", "we", or "our", unless the context otherwise requires, mean Nexgen Petroleum Corp. and its subsidiaries.

**PART I – FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**NEXGEN PETROLEUM CORP.**  
**(formerly Blackrock Petroleum Corp.)**  
**(AN EXPLORATION STAGE COMPANY)**  
**BALANCE SHEETS**  
**As at September 30, 2008 and March 31, 2008**

	<u>September 30,</u> <u>2008</u> <u>(unaudited)</u>	<u>March 31,</u> <u>2008</u> <u>(audited)</u>
<b>ASSETS</b>		
Current assets		
Cash	\$4,145	\$8,008
Prepaid expenses	-	-
<b>Total current assets</b>	<b>4,145</b>	<b>8,008</b>
Oil and gas properties ( successful efforts basis)	2,244,800	2,044,800
Property and equipment – Note 3	766	1,146
<b>TOTAL ASSETS</b>	<b>\$2,249,711</b>	<b>\$2,053,954</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Accounts payable and accrued liabilities	\$9,654	\$51,839
Shareholders' loans – Note 5	1,640,340	-
<b>Total current liabilities</b>	<b>1,649,994</b>	<b>51,839</b>
Long-term Debt Shareholders' loans – Note 5	-	1,647,500
<b>TOTAL LIABILITIES</b>	<b>1,649,994</b>	<b>1,699,339</b>
<b>STOCKHOLDERS' EQUITY:</b>		
Common stock, \$.001 par value, 1,350,000,000 shares authorized, 56,413,000 ( March 31, 2008 – 135,000,000) shares issued and outstanding -	10,413	9,000
Additional paid in capital	937,202	84,904
Share subscriptions	-	470,000
Deficit accumulated during the exploration stage	(347,898 )	(209,289 )
<b>Total stockholders' equity</b>	<b>599,717</b>	<b>354,615</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$2,249,711</b>	<b>\$2,053,954</b>



**NEXGEN PETROLEUM CORP.**  
**(formerly Blackrock Petroleum Corp.)**  
**(AN EXPLORATION STAGE COMPANY)**  
**STATEMENTS OF OPERATIONS (Unaudited)**  
**Three Months and Six Months ended September 30, 2008 and 2007**  
**Period from April 17, 2006 (Inception) to September 30, 2008**

	<b>Three months ended September 30, 2008</b>	<b>Three months ended September 30, 2007</b>	<b>Six months ended September 30, 2008</b>	<b>Six months ended September 30, 2007</b>	<b>Period from April 17, 2006 (Inception) to September 30, 2008</b>
Revenues	\$0-	\$0-	\$0-	\$0-	\$0-
General and administrative expenses:					
Professional fees	45,032	41,798	89,965	45,298	257,534
Amortization	190	191	380	382	1,613
Bank charges and interest	54	382	281	515	1,476
Foreign exchange loss (gain)	114	-0-	114	(962 )	116
Filing and registration	2,967	197	6,409	197	8,416
Product development	-0-	-0-	-0-	16,000	30,455
Office and miscellaneous	-0-	1,000	1,749	1,000	8,114
<b>Total general and administrative</b>	<b>48,357</b>	<b>43,568</b>	<b>98,898</b>	<b>62,430</b>	<b>307,724</b>
Net loss before other expense	(48,357 )	(43,568 )	(98,898 )	(62,430 )	(307,724 )
Other expense					
Interest income	-0-	-0-	-0-	-0-	3,765
Interest expense	(19,951 )	-0-	(39,711 )	-0-	(43,615 )
Loss on sale of equipment	-0-	-0-	-0-	-0-	(324 )
<b>Total other income (expense)</b>	<b>(19,951 )</b>	<b>-0-</b>	<b>(39,711 )</b>	<b>-0-</b>	<b>(40,174 )</b>
Net loss	\$(68,309 )	\$(43,568 )	\$(138,609 )	\$(62,430 )	\$(347,898 )
Net loss per share:					
Basic and diluted	\$0 .00	\$0 .00	\$0 .00	\$0 .00	\$0.00
Weighted average shares outstanding:					
Basic and diluted ( adjusted for 15:1 forward stock split)	56,413,000	135,000,000	55,706,500	135,000,000	

*See accompanying notes to financial statements.*



**NEXGEN PETROLEUM CORP.**  
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**STATEMENT OF STOCKHOLDERS' EQUITY (Unaudited)**  
**Period from April 17, 2006 (Inception) to September 30, 2008**

	Common stock		Additional paid-in capital	Share subscriptions	Deficit accumulated during the development stage		Total
	Shares	Amount					
Issuance of common stock for cash @\$0.001	135,000,000	\$ 9,000	\$ 81,000	\$ -0-	\$ -		\$ 90,000
Net loss for the period	-	-	-	-	(81,059)		(81,059)
Balance, March 31, 2007	135,000,000	9,000	81,000	-0-	(81,059)		8,941
Proceeds of share subscription				470,000			470,000
Imputed interest on shareholder loan			3,904				3,904
Net loss for the period	-	-	-	-	(128,230)		(128,230)
Balance, March 31, 2008	135,000,000	9,000	84,904	470,000	(209,289)		354,615
Proceeds of share subscription				344,000			344,000
Imputed interest on shareholder loan			39,711				39,711
Voluntary surrender and cancellation of shares	(80,000,000)						
Issuance of common stock for \$1 per share	215,000	215	214,785	(215,000)			-0-
Issuance of common stock for \$.50 per share	1,198,000	1,198	597,802	(599,000)			-0-
Net loss for the period	-	-	-	-	(138,609)		(138,609)
Balance, September 30, 2008	56,413,000	\$ 10,413	\$ 937,202	\$ -0-	\$ (347,898)		\$ 599,717

*See accompanying notes to financial statements.*

**NEXGEN PETROLEUM CORP.**  
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**(AN EXPLORATION STAGE COMPANY)**  
**STATEMENTS OF CASH FLOWS (Unaudited)**  
**Six Months Ended September 30, 2008 and 2007**  
**Period from April 17, 2006 (Inception) to September 30, 2008**

	Six months ended September 30, 2008	Six months ended September 30, 2007	Period from April 17, 2006 (Inception) to September 30, 2008
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net loss	\$(138,609 )	\$(62,430 )	\$(347,898 )
Adjustments to reconcile net loss to Cash used by operating activities:			
Depreciation	380	382	1,613
Imputed interest	39,711	-0-	43,615
Loss on sale of property and equipment	-0-	-0-	324
Change in non-cash working capital items			
Prepaid expenses	-0-	(5,283 )	-0-
Accounts payable and accrued liabilities	(42,185 )	-0-	9,654
<b>CASH FLOWS USED IN OPERATING ACTIVITIES</b>	<b>(140,703 )</b>	<b>(67,331 )</b>	<b>(292,692 )</b>
<b>CASH FLOWS USED IN INVESTING ACTIVITIES</b>			
Oil and gas properties	(200,000 )	-0-	(2,244,800 )
Proceeds on disposal of property and equipment	-0-	-0-	1,688
Purchase of property and equipment	-0-	-0-	(4,391 )
<b>CASH FLOWS USED IN INVESTING ACTIVITIES</b>	<b>(200,000 )</b>	<b>-0-</b>	<b>(2,247,503 )</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Loans from (repayments to) shareholders	(7,160 )	-0-	1,640,340
Share subscription received	344,000	500,000	814,000
Proceeds from sales of common stock	-0-	-0-	90,000
<b>CASH FLOWS PROVIDED BY FINANCING ACTIVITIES</b>	<b>336,840</b>	<b>500,000</b>	<b>2,544,340</b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>(3,863 )</b>	<b>432,669</b>	<b>4,145</b>
Cash, beginning of period	8,008	29,860	-0-
Cash, end of period	<u>\$4,145</u>	<u>\$462,529</u>	<u>\$4,145</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION</b>			
Interest paid	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>
Income taxes paid	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

*See accompanying notes to financial statements.*

**NEXGEN PETROLEUM CORP.**  
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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

NOTE 1 - BASIS OF PRESENTATION

The accompanying unaudited interim financial statements of Nexgen Petroleum Corp. have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission (“SEC”), and should be read in conjunction with the audited financial statements and notes thereto contained in the Company’s filing with the SEC on Form 10-KSB. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of financial position and the results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year. Notes to the financial statements which would substantially duplicate the disclosure contained in the audited financial statements for the most recent fiscal year 2008 as reported in Form 10-KSB, have been omitted.

NOTE 2 – SUMMARY OF ACCOUNTING POLICIES

Nature of Business

Nexgen Petroleum Corp. (“Nexgen”) was incorporated as DGT Corp. in Nevada on April 17, 2006. On September 20, 2007, the Company completed a merger with subsidiary Blackrock Petroleum Corp. and changed its name from DGT Corp. to Blackrock Petroleum Corp. On June 5, 2008, the Company completed a merger with subsidiary Nexgen Petroleum Corp. and changed its name from Blackrock Petroleum Corp. to Nexgen Petroleum Corp.

Nexgen is an exploration stage company which intends to acquire interests in leases for oil and gas prospects and then drill exploratory and development wells with industry participants.

On March 10, 2008, Nexgen entered into a Farmout and Participation Agreement with respect to two test wells on an oil and gas lease dated December 22, 2007. Under the Farmout Agreement, Nexgen is paying 60% of all costs associated with the test wells to earn a 30% interest in the associated production spacing units. See Note 7.

**NEXGEN PETROLEUM CORP.**  
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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

NOTE 1 – SUMMARY OF ACCOUNTING POLICIES (continued)

Oil and Gas Properties

Nexgen accounts for oil and gas exploration and development costs using the successful efforts method. Geological and geophysical costs and the costs of carrying and retaining undeveloped properties are expensed as incurred. Exploratory well costs are capitalized pending further evaluation of whether economically recoverable reserves have been found. If economically recoverable reserves are not found, exploratory well costs will be expensed as dry holes. All exploratory wells are evaluated for economic viability within one year of well completion and the related capital costs are reviewed quarterly. Exploratory well costs that discover potentially economically recoverable reserves in areas where a major capital expenditure would be required before production could begin and where the economic viability of that major capital expenditure depends upon the successful completion of further exploratory work in the area, remain capitalized as long as the additional exploratory work is underway or firmly planned.

Property and Equipment

The Company's capital asset has been capitalized and is being depreciated over its estimated useful life on a straight line basis over a three year period.

Cash and Cash Equivalents

For the purposes of presenting cash flows, Nexgen considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents and payables. The carrying amount of these financial instruments approximates fair value due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

Income Taxes

Income taxes are computed using the asset and liability method. Under the asset and liability method, deferred income tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. A valuation allowance is provided for the amount of deferred tax assets that, based on available evidence, are not expected to be realized.

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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basic loss per share

Basic loss per share has been calculated based on the weighted average number of shares of common stock outstanding during the period.

Recent Accounting Pronouncements

Nexgen does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position or cash flow.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	<b>September 30, 2008</b>	<b>March 31, 2008</b>
Computer equipment	\$2,291	\$2,291
Less: Accumulated depreciation	( 1,525 )	( 1,145 )
	<u>\$766</u>	<u>\$1,146</u>

The capital asset is being depreciated on a straight-line basis over its estimated useful life of three years. In August 2006, certain computer equipment was disposed of for proceeds of \$1,688.

NOTE 4 – INCOME TAXES

For the period ended September 30, 2008, Nexgen has incurred net losses and, therefore, has no tax liability. The net deferred tax asset generated by the loss carry-forward has been fully reserved. The cumulative net operating loss carry-forward is approximately \$347,850 at September 30, 2008, and will expire beginning in the year 2026.

**NEXGEN PETROLEUM CORP.**  
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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

The cumulative tax effect at the expected rate of 34% of significant items comprising our net deferred tax amount is as follows:

	September 30, 2008	March 31, 2008
<b>Deferred tax asset attributable to:</b>		
Net operating loss carryover	\$138,500	\$71,000
Valuation allowance	(138,500 )	(71,000 )
Net deferred tax asset	\$-	\$-

**NOTE 5 – SHAREHOLDERS’ LOANS**

During the year ended March 31, 2008, the Company received loans from two shareholders in the principal amounts of \$622,500, \$800,000 and \$225,000. During the period ended September 30, 2008, the Company repaid \$100,000 of the \$225,000 loan received and \$40,000 of the \$622,500 loan. In addition, during the period ended September 30, 2008, Nexgen received loans of \$132,840 from a shareholder. All loans are non-interest bearing and are due on demand. The loans, which were classified as long-term at March 31, 2008, are considered to be short-term at September 30, 2008 and are the Company expects that it will need to pay these back within the next twelve months. Imputed interest at 5% per annum has been recorded as an increase in additional paid in capital.

**NOTE 6 – COMMON STOCK**

At inception, Nexgen issued 9,000,000 shares of stock for \$90,000 cash.

Effective September 20, 2007, Nexgen affected a fifteen (15) for one (1) forward stock split.

On September 18, 2007, Nexgen received stock subscription proceeds related to a private placement of 1,000,000 shares at \$.50 per share. Subsequently, \$455,000 of the subscription proceeds were returned. On February 20, 2008, Nexgen received stock subscriptions proceeds of \$425,000 related to a private placement of shares at \$ .50 per share.

During the period ended September 30, 2008 Nexgen received stock subscriptions proceeds of \$129,000 related to a private placement of shares at \$.50 per share and \$215,000 related to a private placement of shares at \$1.00 per share.

As a result of the share subscription proceeds received, Nexgen issued 1,198,000 shares of stock pursuant to the share subscription agreements at \$.50 per share and 215,000 shares of stock pursuant to the share subscription agreements at \$1.00 per share.

**NEXGEN PETROLEUM CORP.**  
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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

NOTE 6 – COMMON STOCK (continued)

During the period ended September 30, 2008 a shareholder of the Company voluntarily agreed to surrender for cancellation in aggregate 80,000,000 shares of Nexgen.

NOTE 7– COMMITMENTS

On March 10, 2008, Nexgen entered into a Farmout and Participation Agreement with respect to two test wells on an oil and gas lease dated December 22, 2007. Under the Farmout Agreement, Nexgen is paying 60% of all costs associated with the test wells to earn a 30% interest in the associated production spacing units.

On or about April 11, 2008, the Company entered into a letter agreement (the “Letter Agreement”) with Montello Resources (USA) Ltd., Park Place Energy Corp., and Austin Developments Corp., dated effective April 11, 2008, whereby the parties agreed to amend the March 10, 2008 Farmout Agreement as follows: (i) Article 8 (Area of Mutual Interest) of the Farmout & Royalty Procedure attached as Schedule “C” to the Farmout Agreement shall apply; (ii) the Mutual Interest Lands shall comprise all PNG rights 50% or more of which are located within the boundaries of that area of lands located within Morgan County, State of Tennessee, USA as outlined on the map attached to the Letter Agreement; (iii) the Area of Mutual Interest shall be in effect until 11:50 pm on April 10, 2010; and (iv) the participating interests of the parties hereto in the Area of Mutual Interest during the term thereof shall be Montello – 35%, Park Place – 5%, Austin – 30% and the Company – 30%.

In addition, on or about April 11, 2008, the Company entered into a Farmout and Participation Agreement (the “Farmout Agreement”), which is effective as of April 11, 2008, with Montello Resources (USA) Ltd., a subsidiary of Montello Resources Ltd., Park Place Energy Corp., an Alberta corporation, and Austin Developments Corp., an Alberta corporation, with respect to two test wells on the oil and gas lease dated March 25, 2008 between Robert and Kathy Lavender, as lessors, and Montello Resources (USA) Ltd., as lessee, located in Morgan County, Tennessee.

Under the Farmout Agreement the participating interests are as follows:

Montello Resources (USA) Ltd., as operator, is paying 15% of all costs associated with the test well to earn a 35% interest in the associated production spacing units; Austin Developments Corp. is paying 20% of the costs to earn a 30% interest; Park Place Energy Corp. is paying 5% of the costs to earn a 5% interest; and the Company is paying 60% of the costs to earn a 30% interest. As of June 30, 2008, the Company has incurred \$132,000 in capital expenditures on this property by participating in the drilling and completion of the Morgan Highpoint #5 test well, which has been cased and shut in.

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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

On or about August 26, 2008, the Company entered into an equalization and joint operating agreement with Montello Resources (USA) Ltd., Park Place Energy Corp. and Austin Developments Corp. with respect to interests in various joint lands and wells. The initial working interests of the parties in the Property are (i) with respect to the Bowen Block, Park Place 5%, Montello 55% and Austin 40%, and (ii) with respect to the balance of the leases on the Property, Park Place 5%, Montello 35%, Austin 30% and the Company, 30%. Among other terms and conditions as between Montello and the Company, the Company will bear on Montello's behalf, \$ 1,250,000 with respect to Montello's working interest share of any joint expense incurred on the Property, and when the Company has paid such amount, it shall have earned from Montello, an undivided 15% working interest in the Bowen Block. As among Montello, Austin and the Company, if warranted upon completion of certain anticipated operations on the Property, the Company shall commission at its expense, an engineering report to evaluate the 100% working interest in the proven and probably oil and gas assets in the Bowen Block. Among other terms and conditions, within 30 days of the receipt of this evaluation, the Company may acquire an undivided 5% working interest from Montello and an undivided 10% working interest from Austin in the Bowen Block for (i) pro rata percentage dollar amount as calculated from the engineering evaluation (ii) a pro rata percentage of the sum of \$ 325,000.

However, on August 21, 2008, the Company and Montello Resources (USA) Ltd. ("Montello") entered into an Amending Agreement to the Equalization and Joint Operating Agreement to which the Company had not signed yet, but indicated that it would sign subject to the provisions of clause 4 of the Equalization and Joint Operating Agreement being amended as follows:

- (i) If the Company does not advise Montello in writing on or prior to Sept. 1, 2008 that it intends to be bound by all of the provisions of clause 4 of the Equalization and Joint Operating Agreement, then all of the terms and conditions of said clause 4 shall thereafter not apply as between the parties; and

- (ii) Notwithstanding the foregoing, Montello may at any time at its sole, unfettered discretion unilaterally terminate the provisions of said clause 4 of the Equalization and Joint Operation Agreement as between the parties by so advising the Company in writing. The sole exception to Montello's exercising this unilateral right to terminate is if the Company had already paid the Carried Amount of \$1,250,000 in total on behalf of Montello.



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**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2008**

NOTE 8 – LIQUIDITY AND GOING CONCERN

The Company has negative working capital, has incurred losses since inception, and has not yet received revenues from sales of products or services. These factors create substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustment that might be necessary if the Company is unable to continue as a going concern.

The ability of the Company to continue as a going concern is dependent on the Company generating cash from the sale of its common stock and/or obtaining debt financing and attaining future profitable operations. Management's plans include selling its equity securities and obtaining debt financing to fund its capital requirement and ongoing operations; however, there can be no assurance the Company will be successful in these efforts.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

### Our Business

Nexgen Petroleum Corp., was incorporated in the State of Nevada on April 17, 2006, under the name DGT Corp. Our common shares were quoted for trading on the Over-the-Counter Bulletin Board ("OTCBB") on December 22, 2006 under the symbol "DGTR". On September 20, 2007 DGT Corp and its wholly owned subsidiary, Blackrock Petroleum Corp. merged and our name changed to Blackrock Petroleum Corp. Our trading symbol on the OTCBB was changed to "BRPC". On May 21, 2008 we underwent another merger with our wholly owned subsidiary Nexgen Petroleum Corp. At that time our name was changed to Nexgen Petroleum Corp. and our trading symbol on the OTCBB was changed to "NXPE" effective June 9, 2008.

Effective September 20, 2007, a forward stock split of our authorized, issued and outstanding common stock was undertaken on a fifteen to one basis. As a result, our authorized capital increased from 90,000,000 shares of common stock with a par value of \$0.001 and 10,000,000 shares of preferred stock with a par value of \$0.001 to 1,350,000,000 shares of common stock with a par value of \$0.001 and 10,000,000 shares of preferred stock with a par value of \$0.001. Our issued and outstanding share capital increased from 9,000,000 shares of common stock to 135,000,000 shares of common stock.

Effective April 18, 2008, Mr. Hsien Loong Wong, President, CEO and a director of the Company, who held in aggregate 94,500,000 post forward stock split shares of common stock of the Company, voluntarily agreed to surrendered for cancellation in aggregate 80,000,000 shares of common stock in order to encourage equity investment into the Company. The cancellation of these 80,000,000 shares took place on April 18, 2008, resulting in Mr. Wong reducing his share holdings to only 14,500,000 shares registered in his name.

We were in the business of providing professional digital photo editing services for photo studios, however, we changed our business plan from the professional digital photo editing services and have now focused our activities on the oil and gas industry as an exploration stage corporation. We intend to acquire interests in leases for oil and gas prospects either through farmout arrangements, participation arrangements or straight acquisition of oil and gas interests, and then drill exploratory and development wells with the help of other industry participants. We do not intend to operate any properties. With respect to the projects that we will participate in, we will provide to the operator timely funding for our proportionate share of costs as well as technical input on how best to develop the property. As a way to keep our overhead down, we will engage the services of consultants who have technical expertise to best represent the Company's interests. The Company currently has an interest in an oil and gas property in Morgan County, Tennessee. Our principal capital expenditures to date have been \$2,244,800 to acquire the interest in the oil and gas property in Morgan County, Tennessee. We continue to work on identifying new properties for acquisition.

We intend to focus our oil and gas activities in North America as well as other regions. We maintain our statutory registered agent's office at Nevada Agency & Trust Company, 50 West Liberty Street, Suite 880, Reno, Nevada, 89501 and our business office is located at 2820 W. Charleston Blvd., Suite 22, Las Vegas, NV 89102. This is our mailing address as well. Our telephone number is (866) 446-1869.

### MANAGEMENT'S DISCUSSION AND ANALYSIS AND PLAN OF OPERATIONS

You should read the following plan of operation together with our financial statements and related notes appearing elsewhere in this quarterly report. This plan of operation contains forward-looking statements that involve risks, uncertainties, and assumptions. The actual results may differ materially from those anticipated in these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below and elsewhere in this quarterly report.

## Overview

We were in the business of providing professional digital photo editing services for photo studios, however, we changed our business plan from the professional digital photo editing services and have now focused our activities on the oil and gas industry as an exploration stage corporation. We intend to acquire interests in leases for oil and gas prospects either through farmout arrangements, participation arrangements or straight acquisition of oil and gas interests, and then drill exploratory and development wells with the help of other industry participants. We do not intend to operate any properties. We intend to focus our oil and gas activities in North America as well as other regions.

On March 10, 2008 the Company entered into a Farmout and Participation Agreement (the “Farmout Agreement”), which is effective as of February 26, 2008, with Montello Resources (USA) Ltd., a subsidiary of Montello Resources Ltd. (TSX-V: MEO), Park Place Energy Corp. (OTCBB: PRPL), an Alberta corporation, and Austin Developments Corp. (TSX-V: AUL), an Alberta corporation, with respect to two test wells on the oil and gas lease dated December 22, 2007 between Southeast Ventures, Inc., as lessor, and Montello Resources (USA) Ltd., as lessee, located in Morgan County, Tennessee. Under the Farmout Agreement the participating interests are as follows: Montello Resources (USA) Ltd., as operator, is paying 15% of all costs associated with the test wells to earn a 35% interest in the associated production spacing units; Austin Developments Corp. is paying 20% of the costs to earn a 30% interest; Park Place Energy Corp. is paying 5% of the costs to earn a 5% interest; and the Company is paying 60% of the costs to earn a 30% interest. As of September 30, 2008, the Company has incurred \$2,244,800 in capital expenditures on this property. Subsequent to April 1, 2008, the Company has incurred Nil in costs by participating in the drilling and completing of the Morgan Highpoint #3 and the Morgan Highpoint #4 test wells. Both of these wells have been cased and shut in.

On or about April 11, 2008, the Company entered into a letter agreement (the “Letter Agreement”) with Montello Resources (USA) Ltd., Park Place Energy Corp., and Austin Developments Corp., dated effective April 11, 2008, whereby the parties agreed to amend the March 10, 2008 Farmout Agreement as follows: (i) Article 8 (Area of Mutual Interest) of the Farmout & Royalty Procedure attached as Schedule “C” to the Farmout Agreement shall apply; (ii) the Mutual Interest Lands shall comprise all PNG rights 50% or more of which are located within the boundaries of that area of lands located within Morgan County, State of Tennessee, USA as outlined on the map attached to the Letter Agreement; (iii) the Area of Mutual Interest shall be in effect until 11:50 pm on April 10, 2010; and (iv) the participating interests of the parties hereto in the Area of Mutual Interest during the term thereof shall be Montello – 35%, Park Place – 5%, Austin – 30% and the Company – 30%.

In addition, on or about April 11, 2008, the Company entered into a Farmout and Participation Agreement (the “Farmout Agreement”), which is effective as of April 11, 2008, with Montello Resources (USA) Ltd., a subsidiary of Montello Resources Ltd., Park Place Energy Corp., an Alberta corporation, and Austin Developments Corp., an Alberta corporation, with respect to two test wells on the oil and gas lease dated March 25, 2008 between Robert and Kathy Lavender, as lessors, and Montello Resources (USA) Ltd., as lessee, located in Morgan County, Tennessee. Under the Farmout Agreement the participating interests are as follows: Montello Resources (USA) Ltd., as operator, is paying 15% of all costs associated with the test well to earn a 35% interest in the associated production spacing units; Austin Developments Corp. is paying 20% of the costs to earn a 30% interest; Park Place Energy Corp. is paying 5% of the costs to earn a 5% interest; and the Company is paying 60% of the costs to earn a 30% interest. As of September 30, 2008, the Company has incurred \$132,000 in capital expenditures on this property, which funds were from the excess funds remaining from the Morgan Highpoint #3 and #4 drilling operations, by participating in the drilling and completion of the Morgan Highpoint #5 test well, which has been cased and shut in.

On or about August 26, 2008, the Company entered into an equalization and joint operating agreement (the "Equalization and JOA Agreement"), dated July 7, 2008, with Montello Resources (USA) Ltd. ("Montello"), a subsidiary of Montello Resources Ltd., Park Place Energy Corp. ("Park Place"), an Alberta corporation, and Austin Developments Corp. ("Austin"), an Alberta corporation, with respect to interests in the joint lands and wells more particularly described in Schedule "A" to the Equalization and JOA Agreement (collectively, the "Property"). The Equalization and JOA Agreement supersedes and replaces all previous agreements between the parties with respect to the Property and establishes the manner in which operations will be conducted on the Property. The initial working interests of the parties in the Property are: (i) with respect to the Bowen Block (as defined in the Equalization and JOA Agreement), Park Place 5%, Montello 55% and Austin 40%; and (ii) with respect to the balance of the leases on the Property, Park Place 5%, Montello 35%, Austin 30% and the Company 30%. Among other terms and conditions, as between Montello and the Company, the Company will bear on Montello's behalf \$1,250,000 with respect to Montello's working interest share of any joint expense incurred on the Property and when the Company has paid such amount, it shall have earned from Montello an undivided 15% working interest in the Bowen Block. As among Montello, Austin and the Company, if warranted upon completion of certain anticipated operations on the Property, the Company shall commission (at its own expense) an engineering report to evaluate the 100% working interest in the proven and probable oil and gas assets in the Bowen Block (the "Evaluation"). Among other terms and conditions, within 30 days of receipt of the Evaluation, the Company may acquire an undivided 5% working interest from Montello and an undivided 10% working interest from Austin in the Bowen Block for: (i) a pro rata percentage dollar amount as calculated from the Evaluation; and (ii) a pro rata percentage of the sum of \$325,000.

On August 21, 2008, the Company and Montello Resources (USA) Ltd. ("Montello") entered into an Amending Agreement to the Equalization and Joint Operating Agreement to which the Company had not signed yet, but indicated that it would sign subject to the provisions of clause 4 of the Equalization and Joint Operating Agreement being amended as follows:

- (i) If the Company does not advise Montello in writing on or prior to Sept. 1, 2008 that it intends to be bound by all of the provisions of clause 4 of the Equalization and Joint Operating Agreement, then all of the terms and conditions of said clause 4 shall thereafter not apply as between the parties; and
- (ii) Notwithstanding the foregoing, Montello may at any time at its sole, unfettered discretion unilaterally terminate the provisions of said clause 4 of the Equalization and Joint Operation Agreement as between the parties by so advising the Company in writing. The sole exception to Montello's exercising this unilateral right to terminate is if the Company had already paid the Carried Amount of \$1,250,000 in total on behalf of Montello.

We have no revenues, have achieved losses since inception, have no operations, have been issued a going concern opinion and rely upon the sale of our securities and loans from our officers, directors and shareholders to fund operations.

## **Plan of Operations**

We are a development stage company and have not yet generated or realized any revenues from our business operations.

Our auditors have issued a going concern opinion. This means that there is substantial doubt that we can continue as an on-going business for the next twelve months unless we obtain additional capital to pay our bills. This is because we have not generated any revenues and no revenues are anticipated until we are able to acquire oil and gas prospects, explore and develop such prospects and are able to produce oil and/or gas from our exploration and development. There is no assurance we will ever reach this point. Accordingly, we must raise cash from sources other than the sale of oil and/or gas. Our only other source for cash at this time is investments by others in the Company. We must raise cash to implement our plan and stay in business.

We intend to acquire interests in leases for oil and gas prospects either through farmout arrangements, participation arrangements or straight acquisition of oil and gas interests, and then drill exploratory and development wells with the help of other industry participants. We do not intend to operate any properties. We intend to focus our oil and gas activities in North America as well as other regions.

On the Morgan Highpoint Project, we expect to re-work the three existing wells drilled on the two properties in order to stimulate such wells at an estimated cost of \$530,000.

From September 13, 2007 to May 9, 2008, the Company received payment for subscriptions to purchase 1,198,000 shares of common stock of the Company at a price of \$0.50 per share for total proceeds of \$599,000. In addition, from May 9, 2008 to June 3, 2008, the Company received payment for subscriptions to purchase 215,000 shares of common stock of the Company at a price of \$1.00 per share for total proceeds of \$215,000. However, there is no assurance that we will raise additional money in the future. If we require additional money and are unable to raise it, we may have to suspend or cease operations. The net proceeds from our current private placement offering will be used for oil and gas prospects acquisition, property exploration expenses, salaries, consultant fees, consultant expenses, general and administrative expenses and working capital.

We do not intend to hire additional employees at this time.

### **Operating Expenses**

Operating expenses increased from \$62,430 for the six months ended September 30, 2007 to \$98,898 for the six months ended September 30, 2008. This increase was primarily due to (1) an increase in professional fees, and (2) an increase in filing fees, which was partly offset by (3) elimination of product development expenses. The Operating expenses for the three months ended September 30, 2008 were \$48,357 compared to \$43,568 for the three months ended September 30, 2007. The slight increase was due to an increase in professional fees and filing fees.

### **Anticipated Expenses over the Next Twelve Months**

We anticipate that we will spend approximately \$5,480,000 on our expenses in the next twelve months. Below is a table showing these expenses.

<b>Expense Item</b>	<b>Estimated Annual Amount</b>
Legal	100,000
Accounting	100,000
Travel Expenses	50,000
Web Design & Technical Consultant	10,000
Business Consultants	100,000
Printing & Office Expenses	10,000
Filing Fees & Transfer Agent	10,000
Working Capital	100,000
Drilling Projects (including completion of wells)	5,000,000
<b>TOTAL</b>	<b>\$5,480,000</b>

### **Liquidity and Capital Resources**

As of September 30, 2008, we had total current assets of \$4,145 and total assets of \$2,249,711. Our total current assets as of September 30, 2008 comprise of cash in the amount of \$4,145. Our total current liabilities as of September 30, 2008 were \$1,649,994 represented by accounts payable and accrued liabilities and shareholders' loans. As a result, on September 30, 2008, we had a working capital deficiency of \$1,645,849.

Operating activities used \$292,692 in cash for the period from inception (April 17, 2006) to September 30, 2008. Our net loss of \$347,898 was the primary component of our negative operating cash flow. Investing activities for the period from inception (April 17, 2006) to September 30, 2008 used \$4,391 for the purchase of equipment and \$2,244,800 for the acquisition of oil and gas property interests, offset by proceeds received on the sale of equipment of \$1,688 for a total of \$2,703. Net cash flows provided by financing activities for the period from inception (April 17, 2006) to September 30, 2008 was \$2,544,340 represented as loans from shareholders of \$1,640,340 and proceeds from the sale of our stock and proceeds from share subscription of \$904,000.

On August 29, 2008 the Company issued 1,198,000 shares (each a “Share”) to 8 individuals due to the closing of the Company’s private placement at \$0.50 per Share for total gross proceeds of \$599,000. In addition, on August 29, 2008, the Company issued 215,000 shares (each a “Share”) to 14 individuals due to the closing of the Company’s private placement at \$1.00 per Share for total gross proceeds of \$215,000.

We are a development stage corporation and have not generated any revenue to date from our activities. Despite our hope for revenues in the foreseeable future, we believe that revenues will be sparse and irregular and, if we receive any at all, will be far less than necessary to carry out our business forward without additional financing. We have cash in the amount of \$4,145 as of September 30, 2008, which is not enough to meet our projected expenditures in the next twelve months. Thus, in order to meet our capital needs, we will most likely need to raise funds from other sources to remain in business. At the present time we are currently raising additional money through a private placement, however, there can be no assurance that we will be able to raise additional money in the future. If we need additional capital and cannot raise the necessary amount, we will either be required to suspend activities until we do raise the cash or cease activity entirely.

### **Off-Balance Sheet Arrangements**

There are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

### **Going Concern Statement**

We have negative working capital, have not yet received revenues from sales of products or services, and have recurring losses from operations. The continuation of our company as a going concern is dependent upon our company attaining and maintaining profitable operations and raising additional capital. The financial statements do not include any adjustment relating to the recovery and classification of recorded asset amounts or the amount and classification of liabilities that might be necessary should our company discontinue operations.

Due to the uncertainty of our ability to meet our current operating expenses and the capital expenses noted above, in their report on the annual financial statements for the year ended March 31, 2008, our independent auditors included an explanatory paragraph regarding substantial doubt about our ability to continue as a going concern. Our financial statements contain additional note disclosures describing the circumstances that lead to this disclosure by our independent auditors.

The continuation of our business is dependent upon us raising additional financial support. The issuance of additional equity securities by us could result in a significant dilution in the equity interests of our current stockholders. Obtaining commercial loans, assuming those loans would be available, will increase our liabilities and future cash commitments.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

N/A

### **ITEM 4. CONTROLS AND PROCEDURES**

**Disclosure Controls and Procedures.** The Company’s management, with the participation of the Company’s principal executive officer and principal financial officer, has evaluated the effectiveness of the Company’s disclosure controls and procedures as of the end of the period covered by this report. Based on such evaluation, the principal executive officer and principal financial officer have concluded that, as of the end of such period, the Company’s disclosure controls and procedures were effective.

**Internal Control over Financial Reporting.** There have been no changes in the Company's internal controls over the financial reporting that occurred during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

The Company intends to add the following additional elements to its financial controls and procedures in the near future:

- to appoint an audit committee;
- to appoint a financial expert who will also be appointed as a director of the Company and the Company's audit committee; and
- to adopt an audit committee charter.

## **PART II – OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

We know of no material, active or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

### **ITEM 1A. RISK FACTORS**

The Risk Factors contained in our Annual Report on Form 10-KSB for the year ended March 31, 2008 describes some of the risks and uncertainties associated with our business. Other factors may also exist that we cannot anticipate or that we currently do not consider to be significant based on information that is currently available. These risks and uncertainties have the potential to materially affect our business, financial condition, results of operations, cash flows and future results.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

On August 29, 2008 the Company issued 1,198,000 shares (each a "Share") to 8 individuals due to the closing of the Company's private placement at \$0.50 per Share for total gross proceeds of \$599,000. The Company believes that the issuance is exempt from registration under Regulation S promulgated under the Act as the securities were issued to the individuals through and offshore transaction which was negotiable and consummated outside of the United States.

In addition, on August 29, 2008, the Company issued 215,000 shares (each a "Share") to 14 individuals due to the closing of the Company's private placement at \$1.00 per Share for total gross proceeds of \$215,000. The Company believes that the issuance is exempt from registration under Regulation S promulgated under the Act as the securities were issued to the individuals through an offshore transaction which was negotiated and consummated outside of the United States.

In relation to the closing of the Company's private placement offering at \$1.00 per Share entered into with the offshore investors, the Company will be paying cash finder's fees in the amounts of \$21,500 to an individual in Singapore.

### **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

N/A

### **ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS**

N/A





## ITEM 5. OTHER INFORMATION

On or about August 26, 2008, the Company entered into an equalization and joint operating agreement (the "Equalization and JOA Agreement"), dated July 7, 2008, with Montello Resources (USA) Ltd. ("Montello"), a subsidiary of Montello Resources Ltd., Park Place Energy Corp. ("Park Place"), an Alberta corporation, and Austin Developments Corp. ("Austin"), an Alberta corporation, with respect to interests in the joint lands and wells more particularly described in Schedule "A" to the Equalization and JOA Agreement (collectively, the "Property"). The Equalization and JOA Agreement supersedes and replaces all previous agreements between the parties with respect to the Property and establishes the manner in which operations will be conducted on the Property. The initial working interests of the parties in the Property are: (i) with respect to the Bowen Block (as defined in the Equalization and JOA Agreement), Park Place 5%, Montello 55% and Austin 40%; and (ii) with respect to the balance of the leases on the Property, Park Place 5%, Montello 35%, Austin 30% and the Company 30%. Among other terms and conditions, as between Montello and the Company, the Company will bear on Montello's behalf \$1,250,000 with respect to Montello's working interest share of any joint expense incurred on the Property and when the Company has paid such amount, it shall have earned from Montello an undivided 15% working interest in the Bowen Block. As among Montello, Austin and the Company, if warranted upon completion of certain anticipated operations on the Property, the Company shall commission (at its own expense) an engineering report to evaluate the 100% working interest in the proven and probable oil and gas assets in the Bowen Block (the "Evaluation"). Among other terms and conditions, within 30 days of receipt of the Evaluation, the Company may acquire an undivided 5% working interest from Montello and an undivided 10% working interest from Austin in the Bowen Block for: (i) a pro rata percentage dollar amount as calculated from the Evaluation; and (ii) a pro rata percentage of the sum of \$325,000.

The foregoing description of the Equalization and JOA Agreement does not purport to be complete and is qualified in its entirety by reference to the Equalization and JOA Agreement, which is attached hereto as Exhibit 10.1, and which is incorporated herein by reference.

On August 21, 2008, the Company and Montello Resources (USA) Ltd. ("Montello") entered into an Amending Agreement (the "Amending Agreement") to the Equalization and Joint Operating Agreement to which the Company had not signed yet, but indicated that it would sign subject to the provisions of clause 4 of the Equalization and Joint Operating Agreement being amended as follows:

- (i) If the Company does not advise Montello in writing on or prior to Sept. 1, 2008 that it intends to be bound by all of the provisions of clause 4 of the Equalization and Joint Operating Agreement, then all of the terms and conditions of said clause 4 shall thereafter not apply as between the parties; and
- (ii) Notwithstanding the foregoing, Montello may at any time at its sole, unfettered discretion unilaterally terminate the provisions of said clause 4 of the Equalization and Joint Operation Agreement as between the parties by so advising the Company in writing. The sole exception to Montello's exercising this unilateral right to terminate is if the Company had already paid the Carried Amount of \$1,250,000 in total on behalf of Montello.

A copy of the Amending Agreement is attached hereto as Exhibit 10.2.

## ITEM 6. EXHIBITS

(a) Exhibit List

- 10.1 Equalization and Joint Operating Agreement between the Company, Montello Resources (USA) Ltd., Park Place Energy Corp. and Austin Developments Corp., entered into on August 26, 2008
- 10.2 Amending Agreement to the Equalization and Joint Operating Agreement between the Company and Montello Resources (USA) Ltd., entered into on August 21, 2008
- 31.1 Certificate pursuant to Rule 13a-14(a)
- 31.2 Certificate pursuant to Rule 13a-14(a)
- 32.1 Certificate pursuant to 18 U.S.C. §1350
- 32.2 Certificate pursuant to 18 U.S.C. §1350

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on this 14<sup>th</sup> day of November, 2008

### NEXGEN PETROLEUM CORP.

(Registrant)

By: /s/ Hsien Loong Wong

Hsien Loong Wong

President, CEO, Secretary, Treasurer,  
CFO and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Hsien Loong Wong</u> Hsien Loong Wong	President, CEO, CFO, Secretary, Treasurer and Director	November 14, 2008
<u>/s/ Edmund Leung</u> Edmund Leung	Director	November 14, 2008

**EQUALIZATION AND JOINT OPERATING AGREEMENT**  
**MORGAN COUNTY, TENNESSEE**

**THIS AGREEMENT** made this 7<sup>th</sup> day of July, 2008.

**AMONG:**

**Montello Resources (USA) Ltd.**, a body corporate, having an office in the City of Calgary in the Province of Alberta, (hereinafter called "Montello")

**PARTY OF THE FIRST PART**

- and -

**Park Place Energy Corp.**, a body corporate, having an office in the City of Calgary in the Province of Alberta, (hereinafter called "Park Place")

**PARTY OF THE SECOND PART**

- and -

**Nexgen Petroleum Corp. (formerly Blackrock Petroleum Corp.)**, a body corporate, having an office in the City of Las Vegas in the State of Nevada, (hereinafter called "Nexgen")

**PARTY OF THE THIRD PART**

- and -

**Austin Developments Corp.**, a body corporate, having an office in the City of Vancouver in the Province of B.C., (hereinafter called "Austin")

**PARTY OF THE FOURTH PART**

**WHEREAS** the parties are or entitled to become the beneficial holders of the lessee's interest in the joint lands and wells more particularly set out and described in Schedule "A"; and,

**WHEREAS** the parties desire to provide for the manner in which operations will be conducted on the title documents and the joint lands as and from the effective date.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties agree as follows:

1. DEFINITIONS

In this Agreement, including the recitals, unless the context otherwise requires, the definitions contained in Clause 101 of the Operating Procedure save as amended hereby shall apply hereto. In addition to such definitions in the Operating Procedure the following expressions shall have the respective meanings herein assigned to them, namely:

- (a) "joint lands" means the lands more particularly set out and described and from time to time remaining in Schedule "A";



(b) "Operating Procedure" means the 1990 CAPL Operating Procedure, including the PASC 1996 Accounting Procedure, attached hereto as Schedule "B";

(c) "the title documents" means the documents more particularly described in Schedule "A" insofar as they relate to the joint lands and by virtue of which the parties are entitled to drill for, win, take or remove petroleum substances underlying the joint lands and all renewals or extensions thereof or title documents issued hereunder; and

(d) "party" means a person, firm or corporation which is bound by this Agreement and the Operating Procedure.

## 2. CONFLICT OF PROVISIONS

Wherever there is a conflict between this Agreement and the Operating Procedure, the terms and provisions of this Agreement shall prevail and wherever there is a conflict between this Agreement and the title documents, the terms and provisions of the title documents shall prevail.

## 3. INTERPRETATION

Whenever the singular or masculine or neuter is used herein, the same shall be construed as meaning plural or feminine or body politic or corporate and vice versa as the context requires.

## 4. RIGHT FOR NEXGEN TO EARN AN INTEREST

As between only Montello and Nexgen the under noted terms and conditions shall apply to the obligation of Nexgen to assume and be responsible for Montello's share of costs and expenses to be incurred on the joint lands after the effective date as follows:

(a) the cumulative sum of monies which Nexgen will bear on Montello's behalf will be \$1,250,000.00 ("Carried Amount") with respect to Montello's working interest share (as per clause 6 hereof) of any joint expense incurred after the effective date on the joint lands including, but not limited to, drilling, completions, equipping, tie-ins, re-completions and re-works.

(b) Montello as Operator shall have the right to cash call invoice Nexgen for all anticipated expenditures comprising a portion of the Carried Amount and Nexgen agrees to pay such cash call invoices within 15 working days of receipt thereof.

(c) when Nexgen has borne and paid for the Carried Amount it shall have earned from Montello an undivided 15% working interest in leases C. through G. inclusive noted on Schedule "A" including all wells and equipment in, on or related thereto. ("the Bowen Block") The parties agree to notify the balance of the parties to this Agreement when such earning has taken place and the effective date thereof.

(d) when the Carried Amount has been expended, with respect to any operation then being conducted but not finished it shall be deemed that both Montello and Nexgen had elected to participate in the balance of such operation pursuant to the terms of the Operating Procedure.

## 5. OPTION FOR NEXGEN TO ACQUIRE AN INTEREST

As among only Montello, Austin and Nexgen the under noted terms and conditions shall apply to the possible acquisition by Nexgen from Montello and Austin of additional working interests in the Bowen Block as follows:

(a) anticipated operations to be carried out on the joint lands are the attempted completion of the Bowen #1 and Bowen #2 wells in firstly, a potentially natural gas bearing zone at an approximate depth of 8275 feet subsurface in such wells and, secondly, certain shallower zones at an approximate depth of 2600 feet subsurface in such wells.

(b) after the completion attempts as aforesaid are made and the wells tested, if warranted in accordance with good oilfield practice, for a period of time (minimum of 30 cumulative days) then Nexgen shall at its sole cost, risk and expense commission an engineering report from a mutually agreeable reputable, oil and gas evaluation engineering firm an evaluation of a 100% working interest in the proven and probable oil and gas assets in the Bowen Block and provide each of Montello and Austin with a final copy thereof ("the Evaluation") immediately upon receipt by Nexgen. The Evaluation must be prepared using assumptions and methodology guidelines outlined in the Canadian Oil and Gas Evaluation Handbook and in accordance with National Instrument 51-101, Standards for Disclosure for Oil and Gas Activity utilizing a discount rate of 12.5% on future cash flows.

(c) within 30 days of receipt by Montello and Austin of the Evaluation, Nexgen may, but is not obligated, elect in writing to acquire firstly, from Montello an undivided 5% working in the Bowen Block and, secondly, from Austin an undivided 10% working interest in the Bowen Block for a total consideration consisting of two portions as follows:

(i) prorata % dollar amount as calculated from the Evaluation, plus

(ii) prorata % of the sum of \$325,000.00 US which is the deemed value of a 100% ownership of the surface on the Bowen Block and a house located thereupon.

If Nexgen fails in a timely fashion to advise Montello and Austin of its intent to acquire the working interests as aforesaid then its right to do so shall irrevocably be terminated. The right to acquire granted to Nexgen by Montello and Austin by virtue of this clause 5. is not assignable by Nexgen to any third party without the express written consent of both Montello and Austin.

(d) if Nexgen does elect to acquire additional working interests from each of Montello and Austin as set out in sub-clause 5.(c) hereof, then the parties will endeavour on a good faith basis to close the related Purchase and Sale of working interests in the Bowen Block within 30 days of the date of Nexgen's election to acquire. The parties agree to utilize the 2000 CAPL Transfer Procedure in any final documentation in that regard including any other mutually agreeable amendments or additional provisions that are normally found in documents of this nature within the oil and gas industry. Upon closing of these purchases the parties shall jointly advise Park Place of the new interests in the Bowen Block.

(e) if Nexgen either fails to or elects not to commission the Evaluation contemplated by Subclause 5.(b) hereof within 30 days after the final completion attempts and subsequent production testing, if any, then Nexgen shall have no further right to acquire an interest pursuant to the provisions of this clause.

## 6. WORKING INTERESTS

Prior to the possible earning of or acquisition of an additional working interest by Nexgen pursuant to the provisions of either or both of clauses 4. and 5. hereof, the initial working interests of the parties in the title documents, the joint lands, listed wells, the petroleum substances and in the operations to be carried out pursuant to this Agreement are as follows:



(a) with respect to leases C. through G. inclusive so noted on Schedule "A"

Park Place	5	%
Montello	55	%
Austin	40	%

(b) with respect to the balance of the leases on Schedule "A"

Park Place	5	%
Montello	35	%
Austin	30	%
Nexgen	30	%

(hereinafter called "the working interests")

7. WARRANTY OF TITLE

No party warrants title to its working interest in the joint lands and the title documents but each does covenant that it has complied with the terms of the title documents to the extent necessary to keep them in full force and effect, has good right, full power and authority to enter into this Agreement and each represents that it has not as of the effective date hereof received any notice of default in respect thereof.

8. ENCUMBRANCES

If the working interest of any party in the joint lands hereafter shall become encumbered by any royalty, production payment or other charge of a similar nature, other than the present encumbrances as set out in Schedule "A", such royalty, production payment or other charge shall be charged to and paid entirely by the party whose interest is or becomes thus encumbered and such party shall

(a) ensure that royalty, production payment or other charge of a similar nature shall either be terminated upon that party ceasing to have an interest in the joint lands so encumbered or be assumed by the transferee to which such party transfers its interest, as the case may be; and,

(b) indemnify the other parties from and against all suits, demands, claims, damages, expenses or any other proceeding whatsoever which the other parties may pay, sustain or incur by virtue of such party's failure to carry out its obligations under this clause.

In the event that any party is required to surrender, relinquish, quit claim or forfeit its interest by virtue of the operation of any term or condition of this Agreement or the Operating Procedure, such party shall not create any further encumbrance, nor implement any means by which a further encumbrance may be created against its interest in the joint lands, wells or production taken therefrom, subsequent to the initial date upon which the term or condition requiring such surrender, relinquishment, quit claim or forfeiture became operative. During the term of this Agreement, no party shall do or cause to be done any act nor make or cause to be made any omission whereby the joint lands become encumbered in such a way as to adversely affect the interest of the other parties, or become subject to termination or forfeiture.

9. EFFECTIVE DATE

The effective date for this Agreement shall be deemed to be as of the 7<sup>th</sup> day of July A.D., 2008.



10. OPERATING PROCEDURE

As of the effective date the Operating Procedure shall be deemed to have come into full force and effect with respect to the title documents and the joint lands, without any further execution by the parties, and thenceforth shall govern the relationship of the parties in accordance with their respective working interests with respect to all operations conducted in connection with the exploration, development and maintenance of the joint lands for the production of petroleum substances.

11. OPERATOR

Montello is hereby appointed the initial Operator under the Operating Procedure to conduct operations on the joint lands for the parties and Montello hereby accepts such appointment.

12. ALLOCATION OF INCENTIVES, GRANTS AND CREDITS

All incentives, grants and credits allowable under the applicable regulations which incentives or grants or credits are generated by operations conducted on the joint lands pursuant to this Agreement shall be allocated among the parties in accordance with their respective percentage of participation in such operation.

13. PLANT PARTICIPATION

Other than a production facility proposed pursuant to Clause 1021 of the Operating Procedure, if at any time during the term of this Agreement a party (hereinafter referred to as the "proposing party") wishes to construct or participate in the construction of any plant, battery or other facility, including pipelines, for the treating, processing or transportation of petroleum substances produced pursuant hereto; it shall so notify the other parties in writing giving sufficient particulars thereof to enable the other parties to evaluate such project and affording to the other parties the opportunity to participate in such construction and the ownership in such plant, battery or other facility to the extent of their shares of production to be treated, processed or transported in such facility.

14. AREA OF MUTUAL INTEREST

All of the terms and provisions of that certain letter of agreement among the parties hereto dated as of April 11, 2008 which established an Area of Mutual Interest amongst them shall remain in full force and effect save and except that any joint acquisitions made pursuant to the terms thereof shall be made subject to the Operating Procedure attached hereto rather than the Operating Procedure attached to a certain Farmout and Participation Agreement dated March 10, 2008.

15. SUPERSESSION

The terms of this Agreement express and constitute the entire agreement between the parties and no implied covenant or liability of any kind is created or shall arise by reason of these presents of anything in this Agreement contained. This Agreement supersedes and replaces all previous agreements whether written or oral, memoranda or correspondence between the parties with respect only to the subject matter of this Agreement, in particular, the under noted

(a) Farmout and Participation Agreement dated March 10, 2008 among all the parties respecting the drilling of the Southeast #1 and Southeast #2 wells.

(b) Farmout and Participation Agreement dated April 11, 2008 among all the parties respecting the drilling of the Lavender #1 well.

- (c) Farmout Agreement dated March 6, 2006 between Montello and Austin respecting the drilling of the Bowen #2 well.  
(d) Participation Agreement dated August 8, 2007 between Montello and Park Place (originally Great Northern Oilsands Inc.) respecting the drilling of the Bowen #2 well.

Notwithstanding such superseding and replacement as detailed above, nothing shall be construed so as to release, diminish or discharge any party from any debt and/or obligation to any other party that arose or accrued under some or all of those agreements prior to the effective date hereof.

16. FURTHER ASSURANCES

Each of the parties hereto shall and will from time to time and at all times hereinafter at the request of any party, execute such further assurances of this Agreement as are reasonably required to give effect hereto.

17. PROPER LAW

This Agreement and the Operating Procedure attached hereto and the relationship between the parties shall be construed and determined according to the laws of the Province of Alberta and the courts having exclusive original jurisdiction with respect to any matter or thing arising directly or indirectly relating to this Agreement or the Operating Procedure shall be the courts of the Province of Alberta.

18. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

19. LIMITATIONS ACT

The two-year period for seeking a remedial order under section 3(1)(a) of the *Limitations Act*, S.A. 2000 C. L-12, as amended, for any claim ( as defined in that Act ) arising in connection with this Agreement is extended :

- (a) for claims disclosed by an audit, two (2) years after the time this Agreement permitted that audit to be performed; or  
(b) for all other claims, four (4) years.

20. CONTROL OF WELL INSURANCE

To the extent of the respective cost sharing interests the parties agree to be covered by Operator's Control of Well Insurance and Operator agrees to make suitable arrangements in that regard. The parties agree to bear and pay for their respective shares of such insurance coverage at cost.

21. MISCELLANEOUS

(a) Time shall be of the essence in this Agreement.

(b) No amendment or variation of the provisions of this Agreement shall be binding upon any party unless and until it is evidenced in writing executed by the parties.

(c) The parties shall from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

(d) This Agreement shall enure to the benefit of and be binding upon the respective administrators, trustees, receivers, successors and assigns of the parties. An assignment of interest made by any Party hereto shall be made pursuant to all of the terms and conditions of the 1993 CAPL Assignment Procedure which shall be deemed to be incorporated herein in its entirety.

(e) The terms and conditions of this Agreement express and constitute the entire agreement among the Parties with respect to the joint lands and the Title Documents.

(f) This Agreement may be executed in counterpart and all executed counterparts taken together shall constitute one agreement.

**IN WITNESS WHEREOF THE PARTIES** have duly executed this Agreement as of the day and year first above written.

**MONTELLO RESOURCES (USA) LTD.**

**PARK PLACE ENERGY CORP.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**AUSTIN DEVELOPMENTS CORP.**

**NEXGEN PETROLEUM CORP.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Counterpart execution page to an Equalization and Joint Operating Agreement dated July 7, 2008 among Montello Resources (USA) Ltd., Nexgen Petroleum Corp., Austin Developments Corp. and Park Place Energy Corp.

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**SCHEDULE "A"**

**Attached to and made a part of  
Equalization and Joint Operating Agreement dated July 7, 2008  
among Montello Resources (USA) Ltd., Park Place Energy Corp.,  
Austin Developments Corp. and Nexgen Petroleum Corp.**

<u>title documents</u>	<u>joint lands</u>	<u>encumbrances</u>	<u>well(s) on joint lands</u>
A. Oil and Gas Lease dated Dec-22-2007 between Southeast Ventures, Inc., as lessor and Montello Resources (USA) Ltd., as lessee located in Morgan County, Tennessee	All PNG within, upon or under the title documents containing 164 acres more or less	Lessor Royalty of 16%	Morgan Southpoint #3 (aka Southeast #1) and Morgan Southpoint #4 (aka Southeast #2)
B. Oil and Gas Lease dated Mar-25-2008 between Robert and Kathy Lavender, as lessors and Montello Resources (USA) Ltd., as lessee located in Morgan County, Tennessee	All PNG within, upon or under the title documents containing 120 acres more or less	Lessor Royalty of 16%	Morgan Southpoint #5 (aka Lavender #1)
C. Ownership in fee title of lands formerly held by John Bowen	All PNG, minerals and all surface rights containing 100 acres more or less	nil	Bowen #1 and Bowen #2
D. Mortgage held against the Stephen Howard lands which <u>may</u> be convertible into an interest in a PNG lease	All PNG in 50 acres more or less	n/a as of the date hereof	Nil
E. Oil and Gas Lease dated _____ between John Sampley, as lessor and Montello Resources (USA) Ltd., as lessee located in Morgan County, Tennessee	All PNG within, upon or under the title documents containing 158 acres more or less	Lessor Royalty of 12.5%	Nil
F. Oil and Gas Lease dated _____ between Len Slack, as lessor and Montello Resources (USA) Ltd., as lessee located in Morgan County, Tennessee	All PNG within, upon or under the title documents containing 253 acres more or less	Lessor Royalty of 16%	Nil
G. Oil and Gas Lease dated _____ between Elmer Howard, as lessor and Montello Resources (USA) Ltd., as lessee located in Morgan County, Tennessee	All PNG within, upon or under the title documents containing 459 acres more or less	Lessor Royalty of 12.5%	Nil



**MONTELLO RESOURCES (USA) LTD.**

P.O. Box 1757 Station M  
Calgary, Alberta T2P 2L8  
Tel. (604) 649-0080

August 12, 2008

**Nexgen Petroleum Corp.**  
c/o Devlin Jensen  
2550, 555 West Hastings Place  
Vancouver, B.C. V6B 4N5  
Attn: Michael Shannon

Dear Sirs,

**Re: Amending Agreement dated Aug-12-2008  
to Equalization and Joint Operating Agreement  
dated Jul-07-2008  
Morgan County, Tennessee**

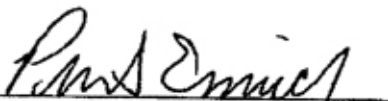
This letter of agreement will confirm certain matters arising from the Equalization and Joint Operating Agreement dated July 07, 2008 ("Equalization Agreement") which to date Nexgen Petroleum Corp. ("Nexgen") has not signed but has indicated that it will subject to the terms set out below. As between Nexgen and Montello Resources (USA) Ltd. ("Montello"), the provisions of clause 4. of the Equalization Agreement are amended as follows:

(a) if Nexgen does not advise Montello in writing on or prior to Sep-01-2008 that it intends to be bound by all of the provisions of clause 4. of the Equalization Agreement, then all of terms and conditions of said clause 4. shall thereafter not apply as between the parties; and

(b) notwithstanding the foregoing, Montello may at any time at its sole, unfettered discretion unilaterally terminate the provisions of said clause 4. of the Equalization Agreement as between the parties by so advising Nexgen in writing. The sole exception to Montello's exercising this unilateral right to terminate is if Nexgen had already paid the Carried Amount of \$1,250,000.00 in total to Montello.

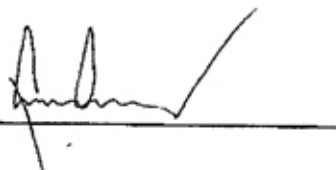
If the foregoing is agreeable we would ask that you so indicate your concurrence by signing and returning one copy of this letter to our offices along with the execution pages to the Equalization Agreement.

Yours very truly,  
**MONTELLO RESOURCES (USA) LTD.**

Per:   
Phil Emrich  
President

Accepted and agreed to this  
21 day of August, 2008

**NEXGEN PETROLEUM CORP.**

Per: 





**Exhibit 31.1**

**CERTIFICATION PURSUANT TO RULE 13a-14(a)**

I, Hsien Loong Wong, certify that:

1. I have reviewed this 10-Q of Nexgen Petroleum Corp.;
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
    - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
  5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
    - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
-

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: November 14, 2008

/s/ Hsien Loong Wong

Hsien Loong Wong, President, CEO, CFO,  
Secretary, Treasurer and a Director  
(Principal Executive Officer)

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**Exhibit 31.2**

**CERTIFICATION PURSUANT TO RULE 13a-14(a)**

I, Hsien Loong Wong, certify that:

1. I have reviewed this 10-Q of Nexgen Petroleum Corp.;
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
    - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
  5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
    - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
-

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: November 14, 2008

/s/ Hsien Loong Wong

Hsien Loong Wong, President, CEO, CFO,  
Secretary, Treasurer and a Director  
(Principal Financial Officer)

---

**Exhibit 32.1**

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 of Nexgen Petroleum Corp., a Nevada corporation (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Hsien Loong Wong, President, CEO, CFO, Secretary, Treasurer and a director of the Company certify, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 14, 2008

\_\_\_\_\_  
/s/ Hsien Loong Wong  
Hsien Loong Wong, President, CEO, CFO, Secretary,  
Treasurer and a Director  
(Principal Executive Officer)

**Exhibit 32.2**

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 of Nexgen Petroleum Corp., a Nevada corporation (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Hsien Loong Wong, President, CEO, CFO, Secretary, Treasurer and a director of the Company certify, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 14, 2008

\_\_\_\_\_  
/s/ Hsien Loong Wong  
Hsien Loong Wong, President, CEO, CFO, Secretary,  
Treasurer and a Director  
(Principal Financial Officer)