

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF TRIDENT EXPLORATION CORP., FORT ENERGY CORP.,  
FENERGY CORP., 981384 ALBERTA LTD., 981405 ALBERTA LTD.,  
981422 ALBERTA LTD., TRIDENT RESOURCES CORP.,  
TRIDENT CBM CORP., AURORA ENERGY LLC,  
NEXGEN ENERGY CANADA, INC. AND TRIDENT USA CORP.

THE HONOURABLE  
  
JUSTICE B E C ROMAINE

) At the Calgary Court Centre in the City of  
) Calgary in the Province of Alberta on the  
) 30th day of March, 2010

I hereby certify this to be a true copy of  
the original Order  
Dated this 30 day of March, 2010  
[Signature]  
for Clerk of the Court

**ORDER**  
(Claims Procedure)

UPON THE APPLICATION OF Trident Exploration Corp., Fort Energy Corp., Fenenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd., Trident Resources Corp., Trident CBM Corp., Aurora Energy Corp., Nexgen Energy Canada Inc., and Trident USA Corp. pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order approving a procedure for the determination and resolution of claims filed against the Applicants and authorizing and directing the Monitor to administer the claims procedure in accordance with its terms.

AND UPON HEARING READ the Notice of Motion, the affidavit of Todd Dillabough sworn March 11, 2010 filed, the Monitor's Eighth Report dated March 15 2010, and on hearing the submissions of counsel to the Applicants and counsel to the Monitor, it is hereby ORDERED AND DECLARED THAT:

## SERVICE

1. Service of notice for the application for this Order, and all supporting materials, is deemed good and sufficient and the time therefor is abridged to the time actually given.

## DEFINITIONS

2. For purposes of this Order the following terms shall have the following meanings:
  - a) **"06 Lender Syndicate"** means the syndicate of lenders under that certain credit agreement dated as of November 24, 2006, as amended, among Trident Resources Corp., certain of its subsidiaries, Credit Suisse, Toronto Branch, as administrative agent and collateral agent, and the lenders from time to time party thereto;
  - b) **"07 Lender Syndicate"** means the syndicate of lenders under that certain loan agreement dated as of August 20, 2007, as amended, among Trident Resources Corp., certain of its subsidiaries, Wells Fargo Bank, N.A., as administrative agent, and the lenders from time to time party thereto;
  - c) **"Administration Charge"** means the Administration Charge as defined in the Initial Order;
  - d) **"Agent"** means the Administrative Agent and, where applicable, the Collateral Agent under and as defined in the Senior Secured Term Credit Agreement (and its successors and assigns);
  - e) **"Applicants"** means Trident Exploration Corp., Fort Energy Corp., Fenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd., Trident Resources Corp., Trident CBM Corp., Aurora Energy Corp., Nexgen Energy Canada Inc., and Trident USA Corp.;
  - f) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, in the province of Alberta, Canada;
  - g) **"Canadian Applicants"** means Trident Exploration Corp., Fort Energy Corp., Fenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., and 981422 Alberta Ltd.;
  - h) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

- i) **"CCAA Proceedings"** means the proceedings commenced by the Applicants under the CCAA, Court action number 0901 13483;
- j) **"Chapter 11 Proceedings"** means the proceedings commenced by the US Applicants under Chapter 11 of the US Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, case number 09-13150 (MFW);
- k) **"Claims"** means collectively, Pre-Filing Claims and Subsequent Claims and a **"Claim"** means either a Pre-Filing Claim or a Subsequent Claim, as applicable;
- l) **"Claimant"** means a Person asserting a Claim;
- m) **"Claims Bar Date"** means 5:00 p.m. (Calgary time) on May 10, 2010, or any later date ordered by the Court;
- n) **"Claims Officer"** means any individual appointed to act as a Claims Officer for purposes of the Claims Procedure;
- o) **"Claims Procedure"** means the procedures outlined in this Order, including the Schedules;
- p) **"Claims Procedure Order"** means this Order;
- q) **"Court"** means the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary;
- r) **"Creditor"** means any Person having a Claim;
- s) **"Directors"** means the directors of each of the Applicants;
- t) **"Dispute Motion"** has the meaning set out in paragraph 12;
- u) **"Dispute Package"** means with respect to any Claim, a copy of the information submitted via the FTI Claims Site or otherwise provided to the Monitor in accordance with this Claims Procedure;
- v) **"Excluded Claim"** shall mean (i) any claim secured by the Administration Charge, Directors' Charge, and Inter-company Charge (as such terms are defined in the Initial Order); (ii) any claim secured by the Retention Plan Charge (as such term is defined in the order granted in the CCAA Proceedings on November 20, 2009); (iii) any claim secured by the Bid Protection Charge (as such term is defined in the order granted in the CCAA Proceedings on February 18, 2010); (iv) any other Claim secured by a court-ordered charge in the CCAA Proceedings arising after the date of the Claims Procedure Order; (v) any claim arising under a contract entered into by any Applicant after the Filing Date or with respect to goods and/or services

provided to the Applicants on or after the Filing Date; or (vi) any inter-company claim existing among the Applicants.

- w) **"Information Submission Form"** means a form substantially in accordance with the form attached hereto as Schedule "2";
- x) **"Filing Date"** means September 8, 2009;
- y) **"FTI Claims Site"** mean <https://cmsi.ftitools.com/trident>;
- z) **"Initial Order"** means the Initial Order of the Honourable Mr. Justice Hawko dated September 8, 2009, as extended and amended from time to time;
- aa) **"Intralinks"** has the meaning set out herein in paragraph 8;
- bb) **"Known Creditor"** means a Person who the Canadian Applicants have notice or knowledge may have a Claim against any of the Canadian Applicants and that the books and records of the Canadian Applicants show where owed an amount as at the Filing Date and/or an amount arising subsequent to the Filing Date that constitutes damages as a result of the termination or repudiation of an executory contract;
- cc) **"Loan Documents"** has the meaning ascribed to such term in the Senior Secured Term Credit Agreement
- dd) **"Monitor"** means FTI Consulting Canada ULC, in its capacity as the Court-appointed Monitor of the Applicants;
- ee) **"Monitor's Opinion"** means the independent opinion on the security held by the Senior Secured Lenders as reported on in the Monitor's Fifth Report;
- ff) **"Monitor's Website"** means <http://cfcanada.fticonsulting.com/trident>;
- gg) **"Notice of Claim"** has the meaning set out in paragraph 8;
- hh) **"Notice to Creditors"** means the notice for publication, substantially in the form attached as Schedule "1";
- ii) **"Officers"** means the officers of each of the Applicants;
- jj) **"Person"** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or similar entity, howsoever designated or constituted;

- kk) **"Plan"** means any plan or plans of arrangement or compromise filed by the Applicants in connection with the CCAA Proceedings, as such plan(s) may be amended or supplemented from time to time;
- ll) **"Prefiling Claim"** means any right or claim of any Person, against any of the Applicants, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, that exists at the Filing Date, and any interest that may accrue thereon for which there is an obligation to pay, and costs which such person would be entitled to receive pursuant to the terms of any contract with such Person at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract, any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future but a "Pre-Filing Claim" shall not include an Excluded Claim;
- mm) **"Proven Claim"** means the amount and classification of a Creditor's Claim as finally determined in accordance with this Claims Procedure, whether deemed or otherwise;
- nn) **"Required Lenders"** shall have the meaning ascribed to such term in the Senior Secured Term Credit Agreement;
- oo) **"Senior Secured Lenders"** means the lenders under the Senior Secured Term Credit Agreement from time to time;
- pp) **"Senior Secured Term Credit Agreement"** means the amended and restated credit agreement dated April 25, 2006 among, *inter alia*, Trident Exploration Corp., as borrower, the lenders party thereto from time to time, and the Agent;
- qq) **"Senior Secured Lenders' Claims"** has the meaning set out in paragraph 8;
- rr) **"Subsequent Claim"** means any right or claim of any Person, that may be asserted in whole or in part against the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, present or future, arising after the Filing Date (but before the Plan is sanctioned by the Court) by reason of any obligation incurred by the Applicants before the Filing Date, including any indebtedness, liability, or

obligation resulting from the termination of employment, or the disclaimer or resiliation by the Applicants in the CCAA Proceedings of an agreement that existed before the Filing Date, and any interest that may accrue thereon for which there is an obligation to pay, and costs payable at law or in equity in respect thereof, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature but a "Subsequent Claim" shall not include an "Excluded Claim";

- ss) **"Subsequent Claims Bar Date"** means, in respect of Subsequent Claims, the later of (i) the Claims Bar Date, and (ii) 15 days after the date the Notice to Creditors and a copy of the Claims Procedure is delivered by the Monitor to a Subsequent Claimant, as applicable;
- tt) **"Supporting Documentation Submission Form"** means a form substantially in accordance with the form attached hereto as Schedule "3";
- uu) **"US Applicants"** means Trident Resources Corp., Trident CBM Corp., Aurora Energy Corp., Nexgen Energy Canada Inc., and Trident USA Corp.;
- vv) **"US Bankruptcy Code"** means Title 11, Chapter 11 of the United States Code;
- ww) **"US Claims Bar Dates"** means the dates set by the US Claims Bar Order as the final date for filing proofs of claim in respect of Claims against the US Applicants;
- xx) **"US Claims Bar Order"** means an Order of the US Court pursuant to federal rules of bankruptcy procedure 3003 and 2002 (a) setting final dates for filing proofs of claim; (b) establishing procedures for filing proofs of claim; and (c) approving notice thereof; and
- yy) **"US Court"** means the United States Bankruptcy Court for the District of Delaware.

#### **ADMINISTRATION OF THE CLAIMS PROCEDURE**

3. The Claims Procedure shall govern the submission, evaluation and adjudication of Claims against the Canadian Applications and shall be administered by the Monitor through the FTI Claims Site, except as otherwise provided for in this Order.

#### **CLAIMS AGAINST THE US APPLICANTS**

4. The procedure for the submission, evaluation and adjudication of Claims against the US Applicants shall be governed by the US Claims Bar Order and the US Bankruptcy Code.
5. A Person who does not deliver a proof of claim in respect of a Claim against the US Applicants in accordance with the US Claims Bar Order by the applicable US Claims Bar Date shall be forever barred from asserting or enforcing in Canada any such Claim against the US Applicants and the US Applicants shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished, unless otherwise ordered by the Court.

#### **CLAIMS BY SENIOR SECURED LENDERS UNDER THE SENIOR SECURED TERM CREDIT AGREEMENT**

6. For the purposes of this Claims Procedure, neither the Agent or any Senior Secured Lender shall be required to prove the security of the Senior Secured Lenders' Claims as against the Canadian Applicants or their respective property, assets and undertaking as it is acknowledged by the Monitor (subject to the assumptions and qualifications contained in the Monitor's Opinion) and Trident that the Loan Documents create a valid security interest in the collateral described in the applicable Loan Documents.
7. The submission, evaluation and adjudication of the Senior Secured Lenders' Claims shall be determined in accordance with paragraphs 6 to 15 of this Order.
8. By April 23, 2010, the Agent on behalf of itself and on behalf of the Senior Secured Lenders, shall send to the Monitor (with a copy to the Canadian Applicants):
  - i) a notice (the "Notice of Claim") setting out based upon its records the Claims of the Senior Secured Lenders and the Agent(s), including for principal, accrued and unpaid interest, fees, expenses and other amounts owing by the Canadian Applicants under the Senior Secured Term Credit Agreement and the Loan

Documents as at the Filing Date and the applicable rate(s) of interest (including the applicable base rates) at which interest accrues from time to time on and after the Filing Date under the Loan Documents (collectively, the “Senior Secured Lenders’ Claims”) together with supporting documentation in respect of fees and expenses.

- ii) concurrently with the delivery of the Notice of Claim, the Agent shall post a copy of the Notice of Claim to the Agent’s Intralinks site (“Intralinks”) maintained by the Agent for the benefit of the Senior Secured Lenders.

The Monitor and the Canadian Applicants shall not be required to respond to Claims of the Senior Secured Lenders in respect of the Senior Secured Term Credit Agreement other than as set out in the Notice of Claim and as set out in the information to be provided in respect of the Post-Filing SSL Claims (as hereinafter defined) and any other Claims submitted by an individual Senior Secured Lender in respect of the Senior Secured Term Credit Agreement shall, subject to further order of the Court, be ineffective for purposes of this Claims Procedure. If any claim is lodged by an individual Senior Secured Lender in respect of the Senior Secured Term Credit Agreement, then the Monitor shall provide a copy of such claim to the Agent.

9. If the Senior Secured Lenders’ Claims are not disputed by the Monitor pursuant to paragraph 10 then the Senior Secured Lenders’ Claims shall be deemed to be finally determined and accepted as the Proven Claim of the Senior Secured Lenders.
10. The Monitor, in consultation with the Canadian Applicants, may within fifteen (15) Business Days of receipt of the Notice of Claim disallow or revise the amounts set out in the Notice of Claim by sending written notice to the Agent (“Notice of Dispute”). If the Monitor does not disallow or revise the amounts set out in the Notice of Claim in accordance with this paragraph the Senior Secured Lenders’ Claims shall be deemed to be as set out in the Notice of Claim.
11. If a Notice of Dispute is delivered to the Agent, the Monitor, the Canadian Applicants and the Agent shall have fifteen (15) Business Days to reach an agreement in writing



as to the amounts of the Senior Secured Lenders' Claims that is subject to the Notice of Dispute, in which case such agreement shall govern and the amounts shall be deemed to be Proven Claims.

12. If a Notice of Dispute is unable to be resolved in the manner or within the time period set out in paragraph 11 above, then the Senior Secured Lenders' Claims shall be determined by the Court (subject to any rights of appeal) on a motion for advice and directions to be brought by the Monitor (the "Dispute Motion") on notice to all interested parties including the Required Lenders. The Monitor, the Agent and/or the Required Lenders shall each use reasonable efforts to have the Dispute Motion, and any appeals therefrom, disposed of expeditiously with a view to having such Claim determined on a timely basis.
13. The Agent shall post a copy of this Order on Intralinks within three (3) Business Days of the making of the Order.
14. Notwithstanding any other provision hereof, the amount of all recoverable fees, cost and expenses and any other amounts accruing on or after the Filing Date other than post filing interest which, for the avoidance of doubt, shall be determined in accordance with paragraphs 6 - 15 herein, pursuant to the terms of the Loan Documents (the "Post-Filing SSL Claims") shall be determined in a process to be agreed to by the Agent (acting on the direction of the Required Lenders), the Canadian Applicants and the Monitor by no later than May 13, 2010, failing which such process shall be determined by order of the Court (subject to any rights of appeal) on a motion for advice and directions to be brought by the Monitor on notice to the service list in the CCAA Proceedings. The Post-Filing SSL Claims as Proven Claims shall be in addition to the Senior Secured Lenders' Claims that have been accepted or determined to be Proven Claims. To the extent applicable, the process for determining each individual Senior Secured Lender's and, to the extent applicable, the Agent's pro rata share of the Senior Secured Lenders' Claim for voting and distribution purposes with respect to a Plan, if any, will be established by further Order of this Court.

15. Nothing in this Order is intended to effect or shall be construed as affecting the right of any Senior Secured Lender to assign, transfer or grant participation interests in its rights and/or obligations under the Senior Secured Term Credit Agreement and/or the Loan Documents and for greater certainty, paragraphs 35-37 of this Order shall not apply to any such assignments, transfers or participations made by a Senior Secured Lender under the Senior Secured Term Credit Agreement.

#### **CLAIMS OF THE 06 LENDER SYNDICATE AND OF THE 07 LENDER SYNDICATE**

16. Notwithstanding the requirements of paragraphs 4 and 5 of this Order, each of the agents for the 06 Lender Syndicate and for the 07 Lender Syndicate is authorized and directed to file one or more Claims on or before the Claims Bar Date in respect of all lenders for which such agent acts, indicating the amount owing on an aggregate basis in respect of the applicable credit or loan agreement. Notwithstanding any other provisions of this Order, individual lenders under a syndicated credit or loan agreement are not required to file individual Claims in respect of the indebtedness claimed by each such lender. The Canadian Applicants and the Monitor may disregard any Claim filed by any such individual lender and such Claims shall be ineffective for all purposes. To the extent applicable, the process for determining each individual lender's Claim for voting and distribution purposes with respect to a Plan, if any, will be established by further Order of this Court.

#### **SOLICITATION OF CLAIMS AGAINST THE CANADIAN APPLICANTS**

##### **Notice to Creditors**

17. On or before 5:00 p.m. (Calgary time) on March 30, 2010 each of the Canadian Applicants shall provide to the Monitor a list of Known Creditors in form satisfactory to the Monitor.
18. The Monitor shall send a copy of the Notice to Creditors and a copy of the Claims Procedure to each Known Creditor by regular prepaid mail or electronic mail within 4 Business Days of the date of entry of this Order to the addresses shown on the list of

Known Creditors provided by the Canadian Applicants pursuant to paragraph 17 hereof.

19. The Monitor shall cause the Notice to Creditors to be published in each of the Globe and Mail (national edition) and the Wall Street Journal within 5 Business Days of the date of entry of this Order.
20. The Monitor shall cause the Notice to Creditors to be posted on the Monitor's Website from within 2 Business Days of the date of entry of this Order until at least the Claims Bar Date.

**Deadline for Filing a Pre-Filing Claim against the Canadian Applicants**

21. Any Person that wishes to assert a Pre-Filing Claim against the Canadian Applicants must file such Pre-Filing Claim (other than a Senior Secured Lenders' Claim), together with all relevant supporting documentation in respect of such Claim, via the FTI Claims Site by no later than the Claims Bar Date.
22. Any Person who does not file a Pre-Filing Claim against the Canadian Applicants in accordance with this Claims Procedure by the Claims Bar Date shall be forever barred from asserting or enforcing such Claim against the Canadian Applicants and the Canadian Applicants shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished, unless otherwise ordered by the Court.

**Subsequent Claims**

23. Forthwith after taking any action that could result in a Subsequent Claim, the Applicants will provide the Monitor with details, in form and content satisfactory to the Monitor, of the Subsequent Claims arising from such action.
24. The Monitor shall send a copy of the Notice to Creditors and a copy of the Claims Procedure to each Subsequent Claimant identified in accordance with the preceding paragraph 23 of the Claims Procedure within three (3) Business Days of the receipt of the information required by paragraph 23.

25. Any Person who does not file a Subsequent Claim against the Canadian Applicants in accordance with this Claims Procedure by the Subsequent Claims Bar Date shall be forever barred from asserting or enforcing such Claim against the Canadian Applicants and the Canadian Applicants shall not have any liability whatsoever in respect of such Subsequent Claim and such Subsequent Claim shall be extinguished, unless otherwise ordered by the Court.

#### **DETERMINATION OF CLAIMS AGAINST THE CANADIAN APPLICANTS**

26. The Monitor, in consultation with the Canadian Applicants, shall review each Claim filed by the Claims Bar Date or Subsequent Claims Bar date, as the case may be, and may accept, revise or disallow the Claim. At any time the Monitor may request additional information with respect to any Claim.
27. The Monitor, in consultation with the Canadian Applicants, may attempt to consensually resolve the classification and amount of any Claim with the Claimant prior to accepting, revising or disallowing such Claim.
28. If the Monitor, in consultation with the Canadian Applicants, determines to revise or disallow a Claim the Monitor may do so via the FTI Claims Site.
29. If a Claimant or a Canadian Applicant disputes the classification or amount of its Claim as set forth by the Monitor and such Claimant intends to contest the revision or disallowance then such Claimant shall dispute such revision or disallowance via the FTI Claims Site by no later than 5:00 p.m. (Calgary time) on the date that is fifteen [15] days after the date of the notification of such revision or disallowance by the Monitor or such later date as the Court may order.
30. Any Claimant who fails to dispute a revision or disallowance in accordance with this Claims Procedure by the deadline set forth in paragraph 29 hereof shall be deemed to accept the classification and amount of its Claim as set out in the revision or disallowance and the Claim as set out in the revision or disallowance shall constitute a Proven Claim.

31. Following a dispute of a revision or disallowance, the Monitor, in consultation with the Canadian Applicants, may:
  - a) attempt to consensually resolve the classification and the amount of the Claim with the Claimant;
  - b) deliver a Dispute Package to the Claims Officer; and/or
  - c) schedule an appointment with the Court for the purpose of scheduling a motion to resolve the Claim and at such motion the Claimant shall be deemed to be the applicant and the Monitor shall be deemed to be the respondent.
32. Upon receipt of a Dispute Package, the Claims Officer shall schedule and conduct a hearing to determine the classification and/or amount of the Claim and shall as soon as practicable thereafter notify the Monitor, the Canadian Applicants and the Claimant of his or her determination.
33. The Monitor, the Canadian Applicants or the Claimant may appeal the Claims Officer's determination to this Court within ten days of notification of the Claims Officer's determination of such Claimant's Claim by serving upon the Monitor and the Canadian Applicants or the Claimant, as applicable, and filing with this Court a notice of motion returnable on a date to be fixed by this Court. If an appeal is not filed within such period then the Claims Officer's determination shall, subject to a further order of the Court, be deemed to be final and binding and shall be a Proven Claim. Appeals of determinations made by the Claims Officer shall be by way of *de novo* hearings.
34. Subject to further order of the Court, the Claims Officer shall be empowered to (i) make awards of costs against the Canadian Applicants or a Claimant; and (ii) determine the manner in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Claim.

#### NOTICE OF TRANSFEREES

35. If a Claimant, a Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, transfers or assigns that Claim to another Person, the Monitor shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of this Order.
  
36. If a Claimant, a Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant or Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant, or Creditor in accordance with the provisions of this Order.
  
37. Neither the Applicants nor the Monitor are under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim as applicable in respect of any Claim.

38. Nothing in this Order shall operate to alter, amend, derogate, or supplement the provisions of any inter-creditor agreement or subordination agreement as it pertains to the right of any Claimant as applicable in respect of any Claim.

**SUBMISSION OF INFORMATION AND SUPPORTING DOCUMENTATION BY PAPER COPY**

39. Any Claimant, Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, that is unwilling or unable to submit information via the FTI Claims Site may instead submit such information by paper copy to the Monitor using the Information Submission Form.
40. The Monitor is authorized to input to the FTI Claims Site the information submitted using the Information Submission Form and that the Monitor shall have no liability for the information submitted other than as a result of gross negligence or wilful misconduct.
41. Any Claimant, Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, that is unwilling or unable to submit supporting documentation via the FTI Claims Site may instead submit such supporting documentation by paper copy to the Monitor using the Supporting Documentation Submission Form.
42. The Monitor is authorized to upload to the FTI Claims Site the supporting documentation submitted using the Supporting Documentation Submission Form and that the Monitor shall have no liability for the information submitted other than as a result of gross negligence or wilful misconduct.
43. The Monitor is authorized to deliver any notification hereunder by paper copy.

**GENERAL PROVISIONS**

44. The Monitor be and is hereby authorized to appoint one or more individuals to act as the Claims Officer to arbitrate disputed Claims in accordance with the Claims Procedure. The Monitor shall advise as to the identity of the Claims Officer by

providing notification of same to the then current service list in the CCAA Proceedings. The Applicants shall pay the reasonable professional fees and disbursements of each Claims Officer in connection with such appointment as Claims Officer on presentation of invoice. Each Claims Officer shall be entitled to a reasonable retainer against its fees and disbursements which shall be paid by the Applicants upon request.

45. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.
46. For the purposes of the Claims Procedure, all Claims (other than the Senior Secured Lenders' Claims) which are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate in effect on the Filing Date.
47. Any notice or communication required to be delivered pursuant to the terms of this Order shall be in writing and may be delivered by facsimile, email or electronic transmission, personal delivery, courier or, as necessary, by prepaid mail addressed to the respective party.
48. Any paper copy of any document, notification or notice to be delivered to the Monitor under this Claims Procedure shall be delivered to:

FTI Consulting Canada ULC  
In its capacity as Monitor of Trident Exploration Corp., Fort Energy Corp.,  
Fenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd.,  
Trident Resources Corp., Trident CBM Corp., Aurora Energy Corp., Nexgen  
Energy Canada Inc., and Trident USA Corp.  
79 Wellington St. W.  
TD Waterhouse Tower Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: Brogan Taylor  
Telephone: 416 649-8074 / 403 770-1691  
Facsimile: 416 649-8101  
Email: trident@fticonsulting.com



49. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.
50. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by email, facsimile transmission, personal delivery or courier and any notice or other communication given or made by prepaid mail within the seven (7) day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered. All such notices and communications shall be deemed to have been received, in the case of notice by email, facsimile transmission, personal delivery or courier prior to 5:00 p.m. (local time) on a Business Day, when received, if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the fourth business day following the date on which such notice or other communication is mailed.
51. The Monitor is authorized to use reasonable discretion as to adequacy of compliance with respect to the manner in which the fields of the FTI Claims Site are completed and executed and may, where it is satisfied that a Claim has been adequately filed or proven, waive strict compliance with the requirements of this Claims Procedure provided that nothing in this Order shall confer upon the Monitor the discretion or ability to accept Claims lodged subsequent to the Claims Bar Date or Subsequent Claims Bar date, as applicable.
52. References to the singular include the plural and to the plural include the singular.

"B.E.C. Romaine"

J.C.Q.B.A

ENTERED THIS 30 DAY OF  
March, A.D. 2010.

~~CLERK OF THE COURT~~  
~~K. W. CAUSLAND~~ 

## Schedule "1"

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### NOTICE TO CREDITORS AND OTHERS

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IN RESPECT OF CLAIMS AGAINST  
TRIDENT EXPLORATION CORP., FORT ENERGY CORP.,  
FENERGY CORP., 981384 ALBERTA LTD., 981405 ALBERTA LTD.,  
981422 ALBERTA LTD., TRIDENT RESOURCES CORP.,  
TRIDENT CBM CORP., AURORA ENERGY LLC,  
NEXGEN ENERGY CANADA, INC. AND TRIDENT USA CORP.  
(collectively, the "Applicants")

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C.1985, c. C-36, as amended

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TO: CREDITORS AND TO ANY OTHER PERSON OR PARTIES

**NOTICE OF CLAIMS PROCEDURE AND CLAIMS BAR DATE FOR THE  
APPLICANTS PURSUANT TO THE COMPANIES' CREDITORS  
ARRANGEMENT ACT (THE "CCAA")**

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Honourable Madame Justice Romaine of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary dated March 30, 2010 (the "Claims Procedure Order").

Any person who believes that it has a Claim against an Applicant should go to the FTI Claims Site <https://cmsi.ftitools.com/trident> to create a user account and submit their Claim online. A Claim is defined as a Pre-Filing Claim or a Subsequent Claim but does not include Excluded Claims. An Excluded Claim includes the claim of any Person who provided goods and/or services to the Applicants on or after the Filing Date.

Creditors who are unable or unwilling to use the FTI Claims Site may request an Information Submission Form and a Supporting Documentation Submission Form from the Monitor by contacting 1 403-770-1691 or [trident@fticonsulting.com](mailto:trident@fticonsulting.com). All creditors must submit their Claim to the Applicants c/o FTI Consulting Canada Inc., in its capacity as the Court-appointed Monitor of the Applicants via the FTI Claims Site or the Information Submission Form by no later than by 5:00 p.m.

(Mountain Time) on **May 10, 2010** or such other date as ordered by the Court (the "Claims Bar Date").

**CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

Creditors will find a link to the FTI Claims Site and a copy of the Information Submission Form and the Supporting Documentation Submission Form on the Monitor's Website at <http://cfcanada.fticonsulting.com/trident> or they may contact the Applicants, c/o FTI Consulting Canada Inc., in its capacity as the Court-appointed Monitor of the Applicants (**Attention: Brogan Taylor**, Telephone: 1 403-770-1691) to obtain the Information Submission Form and the Supporting Documentation Submission Form.

Creditors should file their Claim with the Monitor using the FTI Claims Site. The Information Submission Form and Supporting Documentation Submission Form may be submitted by mail, fax, email, courier or hand delivery. Creditors must ensure that the Claim is actually received by the Claims Bar Date at the address below.

**Address of Monitor:**

TRIDENT EXPLORATION CORP., FORT ENERGY CORP.,  
FENERGY CORP., 981384 ALBERTA LTD., 981405 ALBERTA LTD.,  
981422 ALBERTA LTD., TRIDENT RESOURCES CORP.,  
TRIDENT CBM CORP., AURORA ENERGY LLC,  
NEXGEN ENERGY CANADA, INC. AND TRIDENT USA CORP.  
c/o FTI Consulting Canada ULC,  
79 Wellington St. W.  
Suite 2010 Post Office Box 104  
Toronto, Ontario M5K 1G8

Attention: Mr. Brogan Taylor

Telephone: (416) 649-8074  
Telephone: (403) 770-1691  
Facsimile: (416) 649-8101  
E-mail: [brogan.taylor@fticonsulting.com](mailto:brogan.taylor@fticonsulting.com)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

## Schedule "2"

### Information Submission Form

#### Add Contact

Name \_\_\_\_\_  
Attention \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
City \_\_\_\_\_  
State/Province \_\_\_\_\_  
ZIP/Postal Code \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Type  Assignee  Attorney  CC only  Claimant  
Notice  None  Notice only  Primary contact

#### Add Contact

Name \_\_\_\_\_  
Attention \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
City \_\_\_\_\_  
State/Province \_\_\_\_\_  
ZIP/Postal Code \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Type  Assignee  Attorney  CC only  Claimant  
Notice  None  Notice only  Primary contact

#### Add Claim

Claim Amount \_\_\_\_\_  
Currency \_\_\_\_\_  
Debtor Company Name \_\_\_\_\_  
Claim Type  Pre-Filing  Subsequent  
Classification  Secured  Unsecured  
Category 1  Employee  Former Employee  Guarantee  
Category 2  Deficiency  Pension  Trade  Landlord

Security Type  Royalty  Security Agreement  Statutory Lien

**Comments - Please add any comments that may assist us in reviewing your claim.**

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**Add Claim**

Claim Amount \_\_\_\_\_

Currency \_\_\_\_\_

Debtor Company Name \_\_\_\_\_

Claim Type  Pre-Filing  Subsequent

Classification  Secured  Unsecured

Category 1  Employee  Former Employee  Guarantee

Deficiency  Pension  Trade  Landlord

Category 2  Royalty

Security Type  Security Agreement  Statutory Lien

**Comments - Please add any comments that may assist us in reviewing your claim.**

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**Future correspondence**

All future correspondence will be directed to the email designated in the contact details unless you specifically request that hardcopies be provided.

Hardcopy of correspondence required

**Acknowledgement**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Notice of Dispute**

Original Claim Amount \_\_\_\_\_  
Revised Claim per \_\_\_\_\_  
Monitor  
Revised Claim per \_\_\_\_\_  
Claimant \_\_\_\_\_  
Currency \_\_\_\_\_  
Debtor Company Name \_\_\_\_\_  
Claim Type  Pre-Filing  Subsequent  
Classification  Secured  Unsecured  
Category 1  Employee  Former Employee  Guarantee  
 Deficiency  Pension  Trade  Landlord  
Category 2  Royalty  
Security Type  Security Agreement  Statutory Lien

**Reason for Dispute - Please add any comments that may assist us in reviewing your claim.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice of Dispute**

Original Claim Amount \_\_\_\_\_  
Revised Claim per \_\_\_\_\_  
Monitor  
Revised Claim per \_\_\_\_\_  
Claimant \_\_\_\_\_  
Currency \_\_\_\_\_  
Debtor Company Name \_\_\_\_\_  
Claim Type  Pre-Filing  Subsequent  
Classification  Secured  Unsecured  
Category 1  Employee  Former Employee  Guarantee  
 Deficiency  Pension  Trade  Landlord  
Category 2  Royalty  
Security Type  Security Agreement  Statutory Lien

**Reason for Dispute - Please add any comments that may assist us in reviewing your claim.**

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**Acknowledgement**

Signature

Date

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# Schedule "3"

## Supporting Documentation Submission Form

### Contact Details

Name \_\_\_\_\_  
Attention \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
City \_\_\_\_\_  
State/Province \_\_\_\_\_  
ZIP/Postal Code \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

### Supporting Documentation

Please attach hard copies of your supporting documentation to this form.

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Future correspondence

All future correspondence will be directed to the email designated in the contact details unless you specifically request that hardcopies be provided.

Hardcopy of correspondence required

### Acknowledgement

Signature \_\_\_\_\_  
Date \_\_\_\_\_

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Action No. 0901-13483

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IN THE COURT OF QUEEN'S BENCH OF  
ALBERTA  
JUDICIAL DISTRICT OF CALGARY

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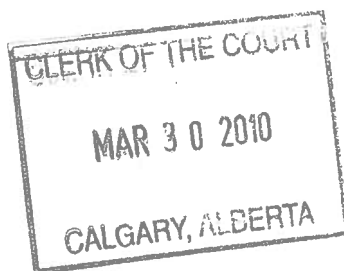
IN THE MATTER OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*,  
R.S.C, 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
TRIDENT EXPLORATION CORP. ULC,  
FORT ENERGY CORP., FENERGY CORP.,  
981384 ALBERTA LTD., 981405 ALBERTA LTD.,  
981422 ALBERTA LTD., TRIDENT RESOURCES  
CORP., TRIDENT CBM CORP., AURORA  
ENERGY LLC, NEXGEN ENERGY CANADA,  
INC. AND TRIDENT USA CORP.

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**ORDER**  
(Claims Procedure)

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**FRASER MILNER CASGRAIN LLP**

Barristers & Solicitors  
15<sup>th</sup> Floor, Bankers Court  
850-2<sup>nd</sup> Street S.W.  
Calgary AB T2P 0R8

David W. Mann  
Phone: 403 268-7097  
Fax: 403 268-3100