Action No.: 0901-13483
Deponent: Todd A. Dillabough
Date Sworn: June 13, 2010

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.

AFFIDAVIT

I, Todd A. Dillabough, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. All capitalized terms shall have the meaning ascribed to them in the Plan (as defined hereunder) unless otherwise indicated in this Affidavit.

2. I am the President, Chief Executive Officer, and Chief Operating Officer of Trident Exploration Corp. ("**TEC**"), the President, Chief Executive Officer, and Chief Operating Officer of Trident Resources Corp. ("**TRC**"), and a senior officer of each of the Applicants (collectively, "**Trident**"), and as such I have personal knowledge of the matters to which I hereinafter depose, except where stated to be based on information and belief, in which case I verily believe the same to be true. I am authorized by each of the Applicants to depose this Affidavit and I do so on their behalf.

Overview

3. I swear this Affidavit in support Trident's motion for an Order (the "**Sanction Order**") which, among other things:

(a) sanctions the amended plan of compromise and arrangement dated June 11, 2010 as attached as Schedule "A" to the Sanction Order, as amended from time to time (the "**Plan**" or the "**Canadian Plan**") and the compromises therein;

(b) continues the stay of proceedings until the Plan Implementation Date;

(c) orders the discharge of certain court-ordered charges and release of Post-Filing Interest and Costs;

(d) declares that the U.S. Confirmation Order is binding and effective in Canada;

(e) declares the release of all Canadian Group Guarantee Liabilities;

(f) declares the continuation of all agreements entered into by Trident, notwithstanding Trident's insolvency and these CCAA proceedings, except to the extent otherwise contemplated in the Plan or the Sanction Order;

(g) declares the effectiveness of the releases contemplated in the Plan;

(h) declares the termination of the Canadian Applicants' existing incentive plans, stock option plans and any outstanding options, subject only to certain payments to directors and employees under the existing long-term incentive plan in the manner contemplated by the Plan;

(i) directs the discharge of all liens registered against title to the property of any Canadian Applicant other than in respect of Equipment Lease Claims; and

(j) declares that the implementation of the Plan is conditional on the payment in full of all amounts owing in respect of the Second Lien Credit Agreement.

4. The Plan and the transactions contemplated therein have been heavily negotiated among Trident's stakeholders and is the culmination of Trident's efforts to restructure financially and emerge as a viable entity. This restructuring has largely been an effort to deleverage Trident's balance sheet while maintaining its strong operations, its valued relationships with its customers, suppliers and employees and otherwise preserving its assets.

5. The effects of the approval and implementation of the Canadian Plan in conjunction with the U.S. Plan (as defined and described below) is the conversion of a significant amount of debt to equity, the elimination of a considerable amount of debt and preferred stock, the payment in full of the claims of the lenders under the Second Lien Credit Agreement and the Secured Trade Claims, a significant payment to unsecured trade creditors and the emergence of Trident as a viable enterprise with sufficient liquidity.

6. Trident believes that the Plan is fair and reasonable both on a procedural and substantive basis. The Plan represents a far better recovery to stakeholders than any realistic alternative and accordingly is in the best interests of Trident's creditors and stakeholders, and the broader constituents in the community including its employees, suppliers and customers.

7. This affidavit is filed in support of Trident's motion to have the Plan sanctioned by this Honourable Court. It is being sworn in advance of the Creditors' Meeting to be held on June 16, 2010 to give interested parties sufficient notice of the sanction hearing. The results of the Creditors' Meeting will be reported in the Monitor's Fourteenth Report which will be filed following the Creditors' Meeting.

Background

8. The Applicants are a group of affiliated corporations in Canada and the United States in the business of natural gas exploration and development, principally focused on coal bed methane ("**CBM**") and shale gas from lands in the Western Canadian Sedimentary Basin ("**WCSB**"). Their head office is in Calgary, Alberta. A diagram depicting the corporate organization of Trident is attached hereto and marked as Exhibit "A".

9. TRC is a Delaware corporation with no direct operations. It owns a 100% interest in the following corporations, each of which is a direct subsidiary of TRC: Trident CBM Corp.

(*California*), Aurora Energy LLC (*Utah*), NexGen Energy Canada, Inc. (*Colorado*), Trident USA Corp. (*Delaware*) and NRL Energy Investments Ltd. (*Alberta*).[1] TRC also holds, directly and indirectly (through Trident CBM Corp., Aurora Energy LLC, NexGen Energy Canada, Inc. and NRL Energy Investments Ltd.), over 99% of TEC's common shares.

10. TRC and its U.S. subsidiaries historically served as the primary source of fundraising for Trident's capital programs and, through Trident USA Corp., for developing Trident's potential gas reserves in the Columbia River and Snake River basins.

11. TEC is a Nova Scotia unlimited liability corporation, extra-provincially registered in Alberta and British Columbia ("**B.C.**") and carrying on business in Alberta, B.C., Washington, and Oregon. TEC is the main operating corporation in Trident and maintains a head office, with approximately 100 employees, predominantly in Calgary, Alberta. TEC is the only entity in Trident that has employees.

12. TEC owns a 100% interest in the following Canadian corporations, each of which is a direct subsidiary of TEC: Fort Energy Corp. (*Nova Scotia*), Fenergy Corp. (*Nova Scotia*), 981384 Alberta Ltd. (*Alberta*), 981405 Alberta Ltd. (*Alberta*) and 981422 Alberta Ltd. (*Alberta*).[2]

13. TEC and its Canadian subsidiaries own and operate Trident's gas plays in Alberta and B.C.

14. Further information regarding Trident's operations and the circumstances leading to the CCAA and Chapter 11 filings are detailed in my affidavit sworn on September 8, 2009, filed in support of the initial CCAA application, a copy of which (without exhibits), is attached hereto and marked as Exhibit "B".

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1 Italics designate place of incorporation.
2 *Ibid*

Material Agreements

15. Trident's development of its gas plays is conducted in conjunction with various partners, who participate with Trident in various farm-in arrangements and joint venture agreements. Primarily these partners include:

(a) Husky Oil Operations Limited (Horseshoe Canyon CBM);

(b) Nexen Inc. (Mannville CBM); and

(c) Encana Corp. (Montney Shale).

16. In some of Trident's agreements with these parties, Trident has earned and can continue to earn rights to certain lands and other assets in consideration for the completion of drilling and operational obligations.

17. In the majority of its gas plays, Trident is the designated operator under its joint venture agreements, which in each case adopt the operatorship provisions of the Canadian Association of Petroleum Landmen 1990 Operating Procedure. Trident has demonstrated itself to be one of the most proficient operators of CBM assets in the WCSB, successfully implementing innovative drilling techniques and compression solutions, resulting in higher production rates and lower per unit operating costs than its peers. Moreover, the benefits of operatorship serve to materially enhance Trident's value.

18. Trident markets the majority of its natural gas production for its own account and the accounts of some of its working interest owners. This is typically accomplished through hedging contracts that are considered short-term (i.e. less than 12 months), and generally near current market rates.

19. TEC maintains minimal equipment and vehicle rental obligations, as the majority of its field staff is independently contracted.

Liabilities

20. As of September 8, 2009 (the "**Filing Date**"), Trident had four distinct "material" credit facilities through which it generated most of its operating capital. The four credit facilities are more particularly described as follows:

(a) *TEC First Lien Credit Agreement*: TEC had a CDN $10.0 million revolving secured credit facility from The Toronto-Dominion Bank which was paid in full following the Filing Date.

(b) *TEC Second Lien Credit Agreement*: TEC is a borrower of USD $500.0 million under this facility which was granted by a syndicate of U.S. lenders, which matures on April 26, 2011 for term advances of USD $450.0 million and on April 26, 2012 for term advances of USD $50.0 million. As of the Filing Date, there has been accrued interest of USD $8.5 million. This facility is secured by a charge over all of the present and future assets and undertakings of TEC and TEC's Material Subsidiaries.

(c) *2006 Credit Agreement*: TRC is a borrower of USD $270 million under this facility which has been granted by a syndicate of U.S. lenders (the "**06 Lenders**"), which matures on November 24, 2011. The 2006 Credit Agreement had an outstanding aggregate principal balance of approximately USD $410.0 million as of the Filing Date, consisting of an original principal amount of USD $270.0 million and paid in kind interest payments, and accrued interest as of the Filing Date of approximately USD $12.3 million. This facility is secured by certain present and future assets of TRC and the other U.S. Debtors. This facility is guaranteed by TEC and TEC's Material Subsidiaries up to the limited amount of USD $150 million, on an unsecured basis.

(d) *2007 Subordinated Credit Agreement*: TRC is a borrower under this unsecured facility with a syndicate of U.S. lenders (the "**07 Lenders**"), for CDN $120 million, which matures on August 31, 2012. The 2007 Subordinated Credit Agreement has an outstanding aggregate balance of principal and accrued interest as of the Filing Date of approximately USD $137.1 million. This facility is

guaranteed by TRC's US Subsidiaries, TEC and TEC's Material Subsidiaries on an unsecured basis.

21. As at the Filing Date, the amount outstanding under the above-noted facilities was approximately USD $1.2 billion. In addition to these secured and unsecured facilities, Trident had engaged in sales of its common and preferred stock through private transactions. In total, Trident has cumulative debt and equity investments of approximately USD $1.7 billion.

22. According to Trident's books and records, it has trade debt of approximately USD $26 million. The unsecured debt of Trident is discussed in further detail below in the context of the claims process conducted pursuant to the Claims Order.

23. As noted above, this cross border proceeding has primarily been a balance sheet restructuring with the intention of minimizing the effect on Trident's trade suppliers, joint operators and its operations.

Restructuring Proceedings in Canada and the U.S.

24. On the Filing Date, Trident sought and was granted an Initial Order under the CCAA providing, among other things, a stay of all proceedings against Trident during the Stay Period in order to permit Trident to take certain steps in furtherance of its restructuring. The Initial Order as amended and restated by an Order dated October 6, 2009, is attached hereto and marked as Exhibit "C". The Stay Period has been subsequently extended by Court orders and, as a result of the Order of the Honourable Justice Romaine made on May 7, 2010, currently is set to expire on July 2, 2010.

25. The U.S. Debtors also commenced the Chapter 11 Proceedings on the Filing Date.

26. Due to the integrated nature of the Trident companies, a successful restructuring has been dependant upon complimentary processes in both jurisdictions. All of the Trident entities filed in the CCAA proceedings while only certain of the Applicants filed in the Chapter 11 Proceedings as follows (with the entities filing in both jurisdictions marked with an asterisk):

Filing Under CCAA	**Filing Under Ch. 11**

Filing Under CCAA	Filing Under Ch. 11
• Trident Exploration Corp. • Fort Energy Corp. • Fenergy Corp. • 981384 Alberta Ltd. • 981405 Alberta Ltd. • 981422 Alberta Ltd. • Trident Resources Corp.* • Trident USA Corp.* • NexGen Energy Canada, Inc.* • Aurora Energy LLC* • Trident CBM Corp.*	• Trident Resources Corp.* • Trident USA Corp.* • NexGen Energy Canada, Inc.* • Aurora Energy LLC* • Trident CBM Corp.*

27. In light of the parallel filings in both Canada and the US, and in the best interests of both the Canadian and US entities and their respective stakeholders, Trident sought approval of a cross-border protocol, as amended, (the "**Protocol**"), the final copy of which is attached hereto and marked as Exhibit "D". The Protocol establishes an approved method for communication and cooperation between the Canadian and US Courts, while maintaining the independence of each. The success of the restructuring of Trident has been heavily dependent upon the cross-border coordination of the Canadian and US proceedings.

The Backstop Commitment Agreement and the SISP

28. Prior to Trident's entry into the CCAA and Chapter 11 Proceedings, Trident and its financial advisor, Rothschild Inc. ("**Rothschild**"), had been engaged in exploring various out-of-court restructuring options, including negotiating amendments to the Second Lien Credit Agreement, making an initial public offering and undertaking merger/sale transactions. Due to prevailing market conditions, among other factors, these options became unfeasible and

negotiations for recapitalization alternatives with the support of Trident's existing stakeholders were commenced.

29. Trident's restructuring difficulties were exacerbated by an anticipated challenge to its operatorship of certain of its working interests, the result of which could have been a significant loss in enterprise value. Trident accordingly saw no alternative but to seek Court protection in the manner of these proceedings.

30. Trident's negotiations with its existing stakeholders continued after its initial filings in Canada and the U.S. with a view to securing sufficient exit financing and a viable equity investment proposal to serve as a foundation for a plan. In November of 2009, Rothschild, on behalf of Trident, issued a request for proposals from all of Trident's major stakeholder groups. Two proposals were received, one from an ad hoc committee of Trident's preferred shareholders, and another from the Backstop Parties.

31. The Backstop Parties are comprised of certain of the 06 Lenders and 07 Lenders which between them hold greater than 90% of the obligations under the 2006 Credit Agreement and the 2007 Subordinated Credit Agreement.

32. Trident and its advisors determined the proposal of the Backstop Parties was more viable and likely to lead to a successful restructuring with the greatest recovery for all of Trident's stakeholders. Following such determination, intensive, arms'-length negotiations with the Backstop Parties ultimately resulted in the Backstop Commitment Agreement.

33. The Backstop Commitment Agreement (prior to its amendment to increase the size of the rights offering as discussed below) provided for a USD $200 million rights offering that is backstopped by the Backstop Parties, which is contingent on various conditions including Trident securing committed exit financing, confirmation of the U.S. Plan and sanction of the Canadian Plan. The Backstop Commitment Agreement further provides for a dedicated amount of USD $20.4 million for distribution to the unpaid pre-filing trade creditors of the Canadian Applicants (which was Trident's estimate at that time of payment in full to its trade creditors).

34. The Backstop Commitment Agreement acted as a stalking horse in the solicitation process, discussed below, in which Trident sought to determine if there were any superior offers.

35. Concurrently with the negotiation of the Backstop Commitment Agreement, Trident and Rothschild worked extensively to prepare a Sale and Investor Solicitation Process ("**SISP**"). The details of the SISP are set out in the Monitor's Seventh Report to the Court dated February 18, 2010.

36. On February 18, 2010 there was a joint hearing of the U.S. and Canadian Courts for the approval of the Backstop Commitment Agreement and the SISP. The Order of this Court dated February 18, 2010 in respect of such approval is attached hereto and marked as Exhibit "E". A second Order relating to the February 18, 2010 hearing was made on February 19, 2010 which, among other things, authorized Trident to make various payments in respect of the amounts owing under the Second Lien Credit Agreement subject to a minimum liquidity threshold.

37. Phase 1 of the SISP established a deadline of March 31, 2010 for the receipt of Qualified Letters of Intent. After the Phase 1 Bid Deadline, Trident and its advisors, with input from the Monitor, determined that a number of Qualified Letters of Intent had been received and that there was a reasonable prospect of Trident receiving a Qualified Bid other than the Credit Bid from the Agent under the Second Lien Credit Agreement or the Backstop Commitment Agreement. Accordingly, Trident proceeded with Phase 2 of the SISP which permitted Phase 1 Qualified Bidders to conduct detailed due diligence with a view to submitting Qualified Bids.

38. The Phase 2 Bid Deadline under the SISP was May 28, 2010. The only Qualified Bid (other than the Backstop Commitment Agreement) received by Trident by the Phase 2 Bid Deadline was the Canadian Credit Bid delivered by the Agent under the Second Lien Credit Agreement. The SISP provided that, in these circumstances, Trident would proceed to complete the transactions contemplated under the Backstop Commitment Agreement. Accordingly, the SISP was terminated pursuant to the Meeting Order (as defined below).

Claims Process

39. On March 30, 2010, this Court granted an Order (the "**Claims Order**"), pursuant to which Trident and the Monitor were authorized and directed to conduct a claims procedure (the "**Claims Procedure**") for Trident to determine the aggregate of claims against the Canadian

Applicants. The U.S. Debtors conducted a separate claims process in respect of the U.S. Applicants. A copy of the Claims Order is attached hereto and marked as Exhibit "F".

40. Under the Claims Procedure, the Claims Bar Date was May 10, 2010. The details of the claims filed in the Claims Procedure are set out in the Monitor's Thirteenth Report dated May 31, 2010.

41. The Monitor, in consultation with Trident, is in the process of reviewing, reconciling and determining the claims against Trident. While the claims filed in a number of cases exceed the amounts reflected in Trident's books and records, from an initial review of the claims by Trident, I am confident that the claims of Affected Creditors will be determined to be an aggregate number that is closer to Trident's records (approximately USD $26 million) and therefore the recovery by Affected Creditors will be at the high end of the Monitor's estimates in the Thirteenth Report (an approximate recovery of 70%).

Exit Financing

42. In February 2010, Trident and Rothschild began contacting potential sources of exit financing for Trident's emergence from the insolvency proceedings. Approximately 70 parties were contacted and were provided the opportunity to conduct due diligence and attend management presentations. Parties were given a deadline of March 26, 2010 to submit proposals for fully-underwritten exit financing. Credit Suisse was the only party to submit a fully underwritten commitment letter in connection with this process.

43. On May 7, 2010, this Court granted an Order (the "**Exit Financing Order**") which approved Trident's entry into a Commitment Letter with Credit Suisse for an exit facility of USD $410 million (and related relief relative to pre-closing hedging, approval of fees and court-ordered charges) and also approved an amendment to the Backstop Commitment Agreement which increased the rights offering up to an additional amount of USD $55 million. A copy of the Exit Financing Order is attached hereto and marked as Exhibit "G".

44. A second Order was made on May 7, 2010 (the "**Second Lien Settlement Order**") which dealt with the consensual resolution of various claims in respect of the Second Lien Credit Agreement and releases in favour of the lenders and the Agent under the Second Lien Credit

Agreement and their counsel and advisors conditional upon their non-opposition to the U.S. Plan and the Confirmation Order and the Canadian Plan and the Sanction Order. A copy of the Second Lien Settlement Order is attached hereto and marked as Exhibit "H".

45. Trident has been working with Credit Suisse in respect of the syndication of the credit facilities and to complete the definitive credit agreement. The credit agreement is now substantially in final form for execution and full syndication of the credit facilities has been achieved. Accordingly, Trident is confident it will be able close the exit financing as contemplated in the Plan and Backstop Commitment Agreement.

U.S. Plan

46. On March 29, 2010, the US Debtors filed both the Joint Plan of Reorganization of TRC and Certain Affiliated Debtors and Debtors in Possession (as amended or modified, the "**U.S. Plan**") and the Disclosure Statement with respect to the U.S. Plan (as amended or modified, the "**Disclosure Statement**").

47. On April 30, 2010 and May 5, 2010 the US Debtors filed amended versions of the U.S. Plan and the Disclosure Statement with the U.S. Court. On May 5, 2010, the U.S. Court entered an order approving the amended Disclosure Statement and the solicitation procedures for the U.S. Plan. Immaterial modifications were made to the U.S. Plan and filed with the U. S. Court on June 10, 2010.

48. In general terms, the U.S. Plan provides for the purchase of approximately 60% of the new equity of TRC for the proceeds under the Rights Offering of up to USD $255 million and the conversion of the debts of the 2006 Lenders for approximately 40% of the remaining new equity in TRC. A copy of the U.S. Plan (as amended) is attached as Schedule "A" to the Canadian Plan. The effectiveness of the U.S. Plan is conditional on, among other things, the exit financing and the sanction of the Canadian Plan.

49. As set forth in the Declaration of Ronda K. Collum of the Garden City Group, Inc., Regarding the Methodology for the Tabulation of Ballots Accepting or Rejecting the Second Amended Joint Plan of Reorganization of Trident Resources Corp. and Certain Affiliated Debtors and Debtors in Possession which was filed with the U.S. Court on June 10, 2010, 100%

of the 06 Lenders and 100% of the 07 Lenders that voted on the U.S. Plan, voted to accept the U.S. Plan.

50. The confirmation hearing for the U.S. Plan is scheduled for June 15, 2010. I am advised by Scott Alberino of Akin Gump Strauss Hauer & Feld LLP, Trident's U.S. counsel, that the objection date in respect of the confirmation hearing was June 4, 2010 and no objections have been filed.

Meeting Order

51. By Order of this Court dated June 3, 2010 (the "**Meeting Order**") Trident was authorized to file the Canadian Plan and to hold a meeting of Affected Creditors on June 16, 2010 to consider and vote on the Plan. A copy of the Meeting Order is attached hereto and marked as Exhibit "I".

52. The Meeting Order approved a single class of Affected Creditors to vote on the Plan. The Meeting Order also established the procedure for the Creditors' Meeting and approved the form of notice and materials to be distributed to Affected Creditors. In order to provide adequate notice of the Creditors' Meeting, the Meeting Order directed the Monitor to do the following:

(a) as soon as practicable, and in any event not later than two (2) Business Days following the granting of the Meeting Order, send to each Affected Creditor the Notice of Creditors' Meeting, which specifies the web address where each Affected Creditor will be able to access and retrieve copies the following documents (collectively, the "**Information Package**"):

(i) the Meeting Order;

(ii) the Plan;

(iii) the Monitor's Thirteenth Report;

(iv) the Notice of Creditors' Meeting; and

(v) a copy of the form of Proxy and Election to Receive up to $5,000 Cash to be used by the Affected Creditors;

(b) as soon as practicable, but not later than two business days after the granting of the Meeting Order, post the Information Package on the Monitor's website;

(c) as soon as practicable, but not later than three business days after the granting of the Meeting Order, publish a notice of the Creditors' Meeting in the Globe and Mail (National Edition) and the Wall Street Journal (the "**Newspaper Notice**").

53. The Meeting Order provided that such steps constituted sufficient notice to the Creditors in respect of the Creditors' Meeting.

54. Finally, the Meeting Order scheduled the hearing for the Sanction Order on June 18, 2010. The Notice of Creditor's Meeting and the Newspaper Notice also provided notice in respect of the scheduled hearing date for the Sanction Order.

CCAA Plan of Arrangement

55. As noted above, pursuant to the Meeting Order, Trident filed with the Court a copy of the Plan which may be summarized as follows:

(a) the Plan is a consolidated plan of arrangement relating to all of Trident's Canadian entities (with the U.S. Applicants being dealt with under the U.S. Plan, although recognition of the US Plan and the related Confirmation Order will be sought as part of the Sanction Order);

(b) the Plan contemplates the payment of $20.4 million (USD) (referred to in the Plan as the "**Maximum Gross Distributable Amount**") for distribution in respect of the pre-filing claims by Affected Creditors (other than the 06 Lenders and 07 Lenders) against Trident's Canadian entities;

(c) the 06 Lenders and 07 Lenders (referred to in the Plan as "**Canadian Group Guarantee Creditors**") are Affected Creditors and entitled to vote on the Plan in accordance with the mechanism set out in the Meeting Order. However, the Plan provides that the 06 Lenders and 07 Lenders shall not be entitled to share in the distribution of the Maximum Gross Distributable Amount under the Plan and their recoveries are limited to the equity distribution contemplated under the U.S. Plan. As part of the operation of both plans, the Canadian Group Guarantee Creditors will release all guarantee claims against Trident's Canadian entities;

(d) Affected Creditors with a claim of less than $5,000 and Affected Creditors who provide an Election to Receive $5,000 will receive, in full satisfaction of their claims, the lesser of $5,000 or the aggregate of that Affected Creditor's claim;

(e) all other Affected Creditors (other than those electing to receive $5,000 in full satisfaction of their claims) will receive a pro rata distribution of the Net Distributable Amount (which is the Maximum Gross Distributable Amount less the amount of Secured Trade Claims);

(f) holders of Secured Trade Claims will receive an amount sufficient to satisfy and discharge their liens;

(g) no Unaffected Creditors will share in any distribution made under the Plan;

(h) each holder of a Proven Claim or Disputed Claim is entitled to vote on the Plan to the extent of the amount of its claim;

(i) the claims under the Second Lien Credit Agreement will be paid in full by Trident, as contemplated by the Order of this Court made May 7, 2010;

(j) the Plan provides releases in favour of Trident, the Monitor, the Backstop Parties; the lenders under the Second Lien Credit Agreement and others, including their respective counsel, agents and financial advisors;

(k) the Plan provides releases by Trident in favour of a number of parties; and

(l) the implementation of the Plan is conditional on a number of conditions including the exit financing and the U.S. Plan becoming effective.

56. As noted above, the Plan deals with the Canadian Applicants on a consolidated basis. A consolidated Plan is reasonable and necessary given Trident's heavily integrated business and operational structure and the commonality of aims and interests among its Canadian operating entities and its creditors, collectively. The consolidation also reflects the dedication of USD $20.4 million for distribution to the collective Affected Creditors of the Canadian Applicants.

57. The Plan also deals with the termination of existing long-term incentive plans, stock option plans and outstanding options in favor of the directors, employees or any other person. The entitlement of certain of TEC's directors and employees to "earned" installment payments under TEC's long-term incentive plan (the "**LTIP**") is not being compromised. However, such

directors and employees are required under the Plan to execute a release or waiver in respect of any further claims in respect of the LTIP or any other incentive plans or agreements, other than the installment payments.

58. The Plan provides that all other existing incentive plans, including stock option plans and outstanding options or warrants, will be terminated as of the Plan Implementation Date. TEC has some outstanding options that were granted prior to 2007 under its stock option plan. As a result of the lack of any value of such options, this program was replaced by the LTIP which rewarded certain individuals based upon a year-end calculation tied to the company's growth and financial performance. Nevertheless, there are still some outstanding equity options which have no value as a result of Trident's insolvency and Trident is sending out a letter of repudiation of the stock option plan and the options on June 14, 2010 by email or courier to each option holder advising of such repudiation and also providing notice of the sanction hearing.

59. The Plan was amended following the granting of the Meeting Order and prior to the Creditors' Meeting in accordance with the provisions of the Meeting Order. The amendments were limited to the provision dealing with the existing long term incentive plans, stock option plans and outstanding options or warrants in order to clarify the termination of same pursuant to the Plan and Sanction Order. In addition, the Canadian Plan as amended now attaches the U.S. Plan as modified on June 10, 2010.

60. The approval and implementation of the Canadian Plan in conjunction with the U.S. Plan will result in the elimination of approximately USD $1.2 billion of Trident's existing debt obligations and approximately USD $700 million in preferred stock (at the TRC level), replacing it with approximately USD $410 million of debt financing. The Plan provides for the payment in full of the claims of the lenders under the Second Lien Credit Agreement and the Secured Trade Claims and a significant distribution to unsecured trade creditors.

Summary

61. Trident has acted in good faith and with due diligence in these CCAA proceedings and has complied with its obligations under the Amended and Restated Initial Order, all of the subsequent Orders of this Court and the provisions of the CCAA.

62. Based on the foregoing, the Plan is fair and reasonable both on a procedural and substantive basis. Stakeholders have had significant input in the Plan and the terms of the proposed Sanction Order. The Canadian Plan is part of a coordinated cross-border restructuring with many benefits, including the funding of the distribution to Affected Creditors, that are dependant upon the U.S. Plan and related transactions. In the same fashion, the U.S. Plan is contingent on the approval of the Canadian Plan.

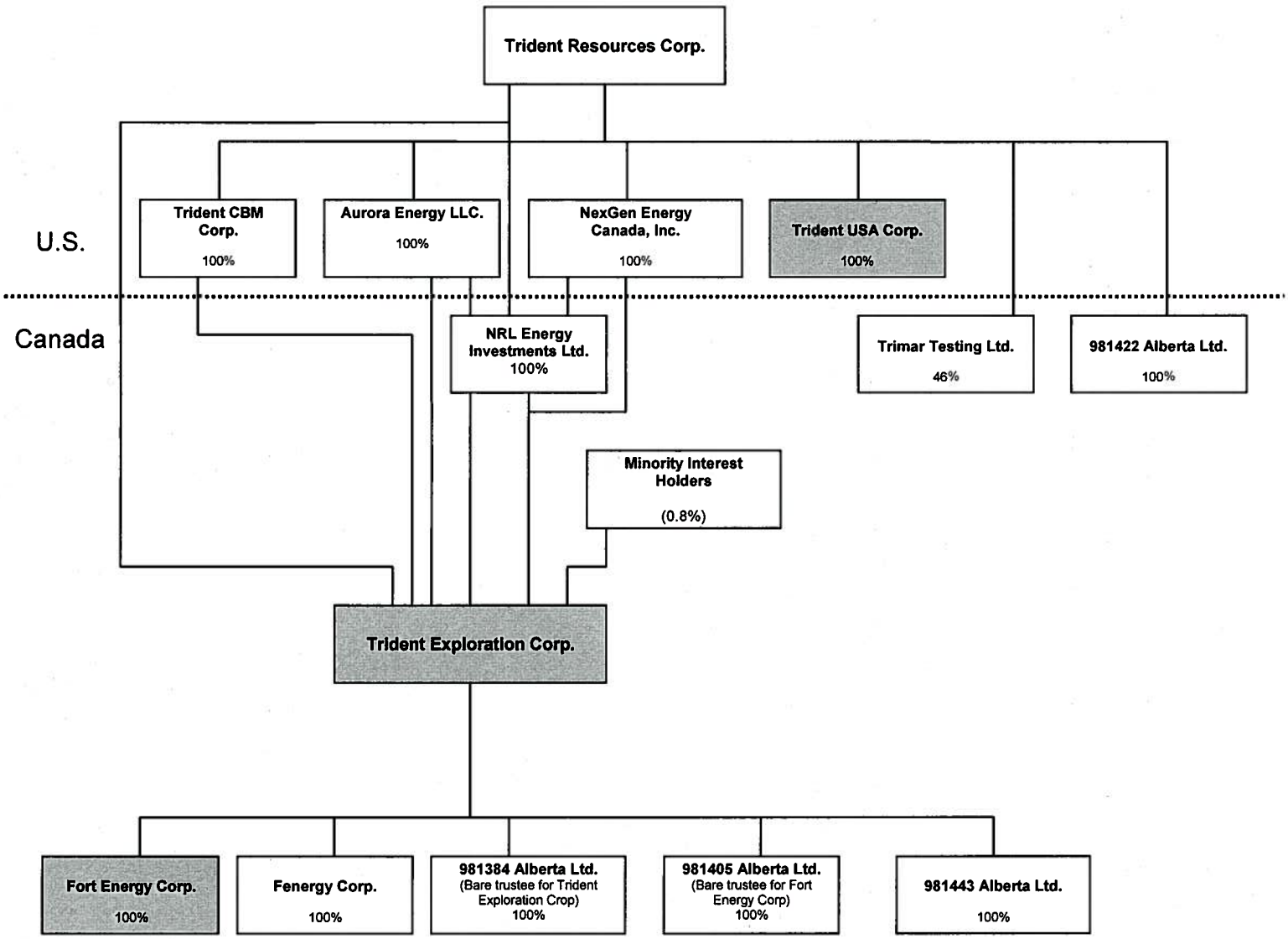
63. As detailed in the Monitor's Thirteenth Report, the Plan represents the highest recovery available to Affected Creditors and there are clear benefits to employees, suppliers, customers and other stakeholders that result from preserving the business as a going concern. The emergence from the CCAA Proceedings pursuant to approval of the Plan and the preservation of Trident as a going concern is in the best interests of Trident and all affected parties.

64. I make this Affidavit in support of an application for the sanction by this Court of the Plan and the approval of the terms therein as reflected in the proposed Sanction Order.

Sworn before me in the City of Calgary,)
in the Province of Alberta, the 13th day)
of June, 2010.)
)
)
)
)
A Commissioner of Oaths in and for the) **TODD A. DILLABOUGH**
Province of Alberta)

Derek Pontin
Barrister and Solicitor

EXHIBIT “A”



THIS IS EXHIBIT " A "
referred to in the Affidavit of
Todd DeWaard
Sworn before me this 13
day of June A.D. 2010

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Derek Pontin
Barrister and Solicitor

EXHIBIT "B"

Action No.: 0901-13483
Deponent: Todd A. Dillabough
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TRIDENT EXPLORATION CORP. ULC, FORT ENERGY CORP. ULC, FENERGY CORP. ULC, 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.

AFFIDAVIT

I, Todd A. Dillabough, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT**:

1. I am the President and Chief Executive Officer of Trident Exploration Corp. ULC ("TEC"), the President, Chief Executive Officer, and Chief Operating Officer of Trident Resources Corp. ("TRC"), and a senior officer of each of the Applicants, and as such I have personal knowledge of the matters to which I hereinafter depose, except where stated to be based on information and belief, in which case I verily believe the same to be true.

2. Prior to joining TRC and TEC in November of 2007, I was the President, Chief Executive Officer, and Chief Operating Officer of another large oil and gas exploration company. I am a professional Geologist, a former Governor of the Canadian Association of Petroleum Producers and have had over 25 years experience in the oil and gas exploration industry.

3. I am authorized by each of the Applicants to depose this Affidavit and I do so on their behalf.

THIS IS EXHIBIT " B *"*
referred to in the Affidavit of
Todd Dillabough
Sworn before me this 13
day of June *A.D.* 2010

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
Derek Pontin
Barrister and Solicitor

RELIEF REQUESTED

4. I make this affidavit in support of an application by all of the Applicants (collectively, the "Applicants" or "Trident") for an Order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, (the "CCAA") granting certain relief, including the following:

(a) a declaration that the Applicants are entities to which the CCAA applies;

(b) a stay of all proceedings and remedies taken, or that might be taken, with respect to the Applicants, their respective property and undertaking, without leave of the Court or as otherwise permitted by law;

(c) authorizing the Applicants to carry on business in a manner consistent with the preservation of their property and to make certain payments in connection with their business in the proceedings herein;

(d) appointing FTI Consulting Canada ULC ("FTI"), as Monitor of the Applicants in these proceedings;

(e) permitting the Applicants to file with the Court a plan or plans of compromise or arrangement; and

(f) certain other relief more specifically discussed below, including approving:(i) the retention of Rothschild Inc. as Trident's financial advisor; (ii) a mechanism to pay critical suppliers; (iii) an inter-company charge to facilitate certain cash management requirements of Trident; (iv) a retention plan in respect of Trident's employees and related charge; and (v) a cross-border Protocol with respect to these proceedings and certain related proceedings ongoing in the United States.

5. The Applicants comprise a group of affiliated entities that intend to commence related reorganization proceedings by filing voluntary petitions for relief under Chapters 11 and 15 of Title 11 of the United States Code (the "US Bankruptcy Code"), seeking first day relief in the US Bankruptcy Court for the District of Delaware (the "US Bankruptcy Court"), on behalf of some or all of the Applicants.

OVERVIEW

The Trident Companies

6. The Applicants are a group of affiliated corporations in Canada and the United States in the business of natural gas exploration and development, principally focused on coal bed methane ("CBM") and shale gas from lands in the Western Canadian Sedimentary Basin ("WCSB"). Their head office is in Calgary, Alberta. A diagram depicting the corporate organization of Trident is attached hereto and marked as Exhibit "A".

7. TRC is a Delaware corporation with no direct operations. It owns 100% interest in the following corporations, each of which is a direct subsidiary of TRC: Trident CBM Corp. (*California*), Aurora Energy LLC (*Utah*), NexGen Energy Canada, Inc. (*Colorado*), Trident USA Corp. (*Delaware*) and NRL Energy Investments Ltd. (*Alberta*).[1] TRC also holds, directly and indirectly (through Trident CBM Corp., Aurora Energy LLC, NexGen Energy Canada, Inc. and NRL Energy Investments Ltd.), over 99% of TEC's common shares.

8. TRC and its U.S. subsidiaries serve as the primary source of fund raising for Trident's capital programs and, through Trident USA Corp. ("Trident USA"), developing Trident's potentially significant gas reserves in the Columbia River basin, all as are described in more detail below.

9. TEC is a Nova Scotia unlimited liability corporation, extra-provincially registered in Alberta and British Columbia ("B.C.") and carrying on business in Alberta, B.C., Washington, and Oregon. TEC is the main operating corporation in Trident and maintains a head office, with approximately 105 employees, predominantly in Calgary, Alberta. TEC is the only entity in Trident that has employees.

10. TEC owns a 100% interest in the following Canadian corporations, each of which is a direct subsidiary of TEC: Fort Energy Corp. ULC (*Nova Scotia*), Fenergy Corp. ULC (*Nova Scotia*), 981384 Alberta Ltd. (*Alberta*) and 981405 Alberta Ltd. (*Alberta*).[2]

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[1] Italics designate place of incorporation.
[2] *Ibid*

11. TEC and its Canadian subsidiaries own and operate the majority of Trident's gas plays in Albert and B.C., all as described in more detail below.

Background

12. Trident's business was founded in 2000 with the acquisition of certain working interests in lands in Alberta and British Columbia. TRC's primary subsidiary, TEC, was formed in September, 2001 and capitalized in October, 2001 when the then-owners of certain working interests contributed their interests in exchange for common and preferred shares of TEC. At the end of 2003, Trident recorded its first Horseshoe Canyon proved CBM reserves. It booked its first Mannville proved CBM reserves at year end 2004, and in July, 2005, it announced the commerciality of the Corbett project in the Mannville play. This was the first commercial Mannville CBM field on the trend in Canada and remains the largest producing field developed to date. In mid-2009, Trident achieved a significant drilling milestone having operated the drilling of greater than 900,000 metres (or 3,000,000 feet) of horizontal and multi-lateral horizontal drilling in the first commercial Mannville CBM field in Canada. Currently, Trident targets CBM[3] in its core producing areas in the Mannville and Horseshoe Canyon CBM plays in Alberta. In 2009, development in the emerging Montney Shale play in British Columbia has become a more significant portion of Trident's capital expenditures program. Trident also has an ownership in certain exploratory land positions in the Northwestern United States.

Operations and Assets

13. Trident focuses on its developments in Horseshoe Canyon and Mannville, (CBM projects in Alberta), the Montney Shales (shale gas in B.C.), and the Columbia River Basin (CBM situated across the border of Washington and Oregon), all of which are described in more detail below.

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[3] In Alberta, methane gas produced from coal seams is generally referred to as coal bed methane gas ("CBM"). CBM gas is the same natural gas used to heat homes and generate electricity. CBM gas is liberated from buried coal deposits. The gas is stored within the molecular structure of the coal and is held in place by the pressure of the overlying rock and, in many cases, by ancient salt water circulating through the coal seam. To produce this gas as is the case with the Mannville coal in Alberta, the water must be first removed from the coal or dewatered. Upon dewatering the pressure in the coal seam reduces and the gas is then liberated from within the coal seam flowing up the wells to the pipeline. The produced water is then re-injected into deeper geological zones within the field boundaries. The HSC coal trend in Alberta by contrast is a dry coal not requiring any dewatering to produce commercial gas rates.

14. Throughout these four geographic areas, Trident has assembled an extensive property base. As of June 30, 2009, Trident had natural gas and oil leasehold interests in approximately 1.7 million gross (1.3 million net) acres, of which approximately 75% were undeveloped. Based on the evaluation of approximately 20% of its total net undeveloped acreage, it has identified approximately 1,750 risked evaluated surface drilling locations, which are locations specifically identified and scheduled by management as an estimate of Trident's near-term multi-year drilling activities on existing acreage over the next five to seven years. As of June 30, 2009, Trident owned interests in 1,045 economic producing wells. Trident's average working interest in those wells is approximately 54%.

Mannville Formation

15. TEC is the largest producer of natural gas in the Mannville formation in Central Alberta, wherein it has leasehold acreage of over 551,000 acres acquired through joint venture earnings, farm-ins, and Crown land purchases. TEC operates greater than 70% of the total producing Mannville CBM assets in Canada, which comprises about 58% of Trident's average daily net production for the second quarter of 2009.

16. TEC has been active in the Greater Corbett Creek area of the Mannville formation since 2000 and achieved the first successful commercial project in the Mannville play in Canada in 2005. This play is estimated by the Canadian Society for Unconventional Gas (2007 Energy Evolution Report) to contain up to 300 Tcf (trillion cubic feet) of natural gas resource potential, of which less than 0.1% has been produced to date. TEC operates the majority of its currently developed interests in the Mannville CBM play through its joint venture with Nexen Inc.

17. TEC has evaluated approximately 180 future surface drilling locations for development in the Greater Corbett Creek area. At each location, TEC plans to drill a single vertical well bore from which up to four horizontal legs may be drilled to target differing subsurface locations in the coal beds. TEC's research indicates that production from these yet unproved locations should be comparable to other leading resource plays in North America.

18. TEC operates five gas processing plants, in which it holds an average 67% ownership interest, in the Greater Corbett Creek area.

Horseshoe Canyon

19. Trident is one of the five largest producers of natural gas in the Horseshoe Canyon CBM play. This play is currently the most successful commercial CBM play in the WCSB. The majority of these lands were acquired through joint venture earning with Husky Oil Operations Limited. Production from the Horseshoe Canyon play accounted for approximately 42% of Trident's average daily net production for the second quarter of 2009.

20. TEC has been active in the Horseshoe Canyon CBM project since 2002. This project is one of the most successful, predictable, and low risk projects in the WCSB. TEC's operated lands are within the most productive part of the formation, and result in average peak production rates approximately 63% higher than the average production rates for the entire Horseshoe Canyon play. Additionally, the Horseshoe Canyon CBM play produces no appreciable water, and therefore the cost of production is lessened as there is no dewatering required. TEC believes this is the only significant producing dry coal play in North America.

21. TEC acquired the majority of its interest in the Horseshoe Canyon CBM play through a participation and farm out agreement with Husky Oil Operations Limited. TEC is presently preparing applications for approval from the Alberta Energy Resources Conservation Board ("ERCB") to down space from four to eight wells per section, on approximately 475 sections of land in this play, which would increase the current approved 400 drilling locations to a total of approximately 1,500 evaluated drilling locations.

22. In the Horseshoe Canyon CBM play, TEC has an approximate 55% ownership interest in 11 processing plants and operates six of them.

Montney Shale

23. TEC (through its various subsidiaries and affiliates) owns and operates a land block with a 70% working interest in the heart of the emerging Montney Shale gas trend, which stretches from Northeast British Columbia into Northwest Alberta. This was acquired by Trident in 2006. The use of new techniques has recently resulted in production opportunities that were previously unavailable. In 2008 TEC entered into an exploratory joint venture with Kerogen Resources

Canada, ULC, since purchased by Encana Corp., to work these lands under a joint operating agreement.

24. To date, Trident has successfully drilled four new wells into the lands including the first two multilateral horizontal wells drilled by any operator on this play trend. Commercial gas production has been tested from the first three wells during 2009. The remaining well, that is a multilateral well, is planned to be completed in the third quarter of 2009. The infield pipelines have been installed and facilities are currently being constructed to service the four wells drilled to date. The field is scheduled to begin natural gas production on or about November 1, 2009 with the completion of a gas processing plant expansion owned and operated by a third party

25. The economics of cost versus production for the wells in this trend show comparable production to leading resource plays in North America. TEC anticipates future usage of the multilateral drilling techniques it has developed for use in its Mannville operations on the (largely contiguous) approximately 12,350 gross (8,645 net) acres in the Montney Shale area as well. TEC presently has plans to exploit several geological zones in the Montney play throughout the 19 sections that it holds. On land directly adjacent to TEC's, ARC Energy Trust has drilled the thickest net shale gas pay section in its Montney Shale project, giving TEC strong positive indications of the future potential of this play.

Columbia River Basin

26. Trident, through Trident USA, also owns significant natural gas and oil interests in the Columbia River Basin area, which encompasses a thick basalt-capped sedimentary basin on the southern border of Washington with Oregon, and the Snake River Basin area, an inter-bedded sedimentary and basalt basin on Oregon's eastern border with Idaho. Each of these areas is generally characterized as being exploratory in nature. Delta Petroleum Corp., a U.S. oil and gas company, has just finished drilling a promising exploration well approximately two miles offsetting Trident's lands that required just over one year to reach total depth. Currently Delta is licensing a second location offsetting their first well and some of Trident's lands. The first Delta well began completion operations in mid July, 2009, to determine the potential productivity of the reservoirs encountered in the well. Delta has also begun permitting for a pipeline to tie-in the well, if successful, to a regional sales gas pipeline owned and operated by a third party.

27. Preliminary indications suggest that these assets could potentially add significant value to Trident. The recent activity in Delta's project suggests that these lands could contain significant extractable resources. Trident monitors public statements regarding developments in this area.

Material Agreements

28. Trident's development of its various gas plays is conducted in conjunction with various partners, who participate with Trident in various farm-in arrangements and joint venture agreements. Primarily these partners include:

(a) Husky Oil Operations Limited (Horseshoe Canyon CBM);

(b) Nexen Inc. (Mannville CBM); and

(c) Encana Corp. (Montney Shale).

29. In some of these agreements with these parties, Trident earned and can continue to earn rights to certain lands and other assets in consideration for completion of drilling and operational obligations.

30. In the majority of the lands, Trident is the designated operator under its joint venture agreements, which in each case adopt the operatorship provisions of the Canadian Association of Petroleum Landmen 1990 Operating Procedure. It is anticipated that Trident will be able to continue to meet its operatorship duties in full, should a proceeding under the CCAA be initiated, and that none of its joint venture, joint operating, or farm-in/farm-out partners will be materially affected or prejudiced by the CCAA proceedings.

31. Trident has demonstrated itself to be one of the most proficient operators of CBM assets in the WCSB, successfully implementing innovative drilling techniques and compression solutions, resulting in higher production rates and lower per unit operating costs than our peers. Moreover, the benefits of operatorship serve to materially enhance Trident's value. It is important to Trident that these operatorships be preserved.

32. Trident markets the majority of its natural gas production for its own account and the accounts of some of its working interest owners. This is accomplished through hedging

contracts that are considered short-term (i.e. less than 12 months), and generally near current market rates.

33. Trident intends to dedicate the majority of its future capital expenditures to further the development and expansion of its core producing properties in the Mannville, Horseshoe Canyon and Montney plays. It believes that these concentrated land positions with associated operated production facilities and pipelines represent a large, low-risk drilling portfolio with a high probability of generating strong economic returns.

34. TEC maintains minimal equipment and vehicle rental obligations, as the majority of its field staff is independently contracted.

LIABILITIES

35. Trident has four distinct "material" credit facilities through which it has, since its inception in 2000, generated most of its operating capital. In addition to these secured and unsecured facilities, Trident has engaged in sales of its common and preferred stock through private transactions. The four credit facilities are more particularly described as follows:

(a) *TEC First Lien Credit Agreement*: TEC has a $10.0 million CDN revolving secured credit facility from The Toronto Dominion Bank, from which it has access to revolving loans, bankers' acceptances, and letters of credit. The interest rate is bank prime rate plus 1% for Canadian prime rate loans, and LIBOR plus 2% for LIBOR loans. There is a 2% fee for bankers' acceptances and letters of credit. It is a 364-day revolving facility that matures on October 2, 2009. There is presently approximately $ 5.4 million CDN outstanding under this facility.

This facility is guaranteed by the following subsidiaries of TEC: Fort Energy Corp. ULC, Fenergy Corp. ULC, 981384 Alberta Ltd., and 981405 Alberta Ltd ("TEC's Material Subsidiaries"). This facility is secured by a first charge over all of the present and future assets and undertaking of TEC and TEC's Material Subsidiaries.

(b) *TEC Second Lien Credit Agreement*: TEC is a borrower of $500.0 million USD under this facility which has been granted by a syndicate of U.S. lenders, which matures on April 26, 2011 for term advances of $450.0 million and on April 26, 2012 for term advances of $50.0 million. For base rate advances, interest accrues at 6.5% plus the greater of a) the US Federal Funds Rate plus 0.5%, and b) the prime rate. For Eurodollar advances, interest accrues at LIBOR plus 7.5%. This facility can be repaid with a 2% prepayment premium, if before August 20, 2009, or with no penalty thereafter. This facility is secured by a second charge over all of the present and future assets and undertakings of TEC and TEC's Material Subsidiaries.

This facility is guaranteed by TEC's Material Subsidiaries, and is secured by a second charge over all of the present and future assets and undertakings of TEC and TEC's Material Subsidiaries.

(c) *TRC 2006 Credit Agreement*: TRC is a borrower of $270 million USD under this facility which has been granted by a syndicate of U.S. lenders, which matures on November 24, 2011. For base rate advances, interest accrues at 11% plus the greater of a) the US Federal Funds Rate plus 0.5%, and b) the prime rate. For Eurodollar advances, interest accrues at LIBOR plus 12% to November 24, 2008 and LIBOR plus 14% thereafter. Interest on this facility is paid in kind until November 24, 2009. This facility can be repaid with a 2.5% premium before August 20, 2009, and without penalty thereafter. This facility is secured by certain present and future assets of TRC.

This facility is guaranteed by the following US subsidiaries of TRC: Aurora Energy LLC, Trident CBC Corp., NexGen Energy Canada Inc., and Trident US, all of whom have granted a first charge over all of their present and future assets and undertaking. This facility is additionally guaranteed by TEC and TEC's Material Subsidiaries up to the limited amount of $150 million, on an unsecured basis.

(d) *TRC 2007 Subordinated Credit Agreement*: TRC is a borrower under this unsecured facility for $120 million CDN, which matures on August 31, 2012. For base rate advances, interest accrues at 6.5% plus the greater of a) the US Federal Funds Rate plus 0.5%, and b) the prime rate. For Eurodollar advances, interest accrues at LIBOR plus 7.5%. Interest is paid in kind until maturity. This facility can be repaid subject to a make-whole premium prior to August 19, 2009, and subject to a 1% premium after that.

This facility is guaranteed by TRC's US Subsidiaries, subordinated in right of payment to the guarantees under the TRC 2006 Credit Agreement. There are additionally guarantees of TEC and TEC's Material Subsidiaries, which guarantees are subordinated in right of payment of the TEC Second Lien Credit Agreement. This facility is unsecured.

(e) *Preferred Stock and Warrants*: TRC has outstanding series A and series B preferred shares, each share being issued as a unit with a warrant to purchase shares of the common stock, in connection with the above noted financings. These warrants are presently estimated as not "in the money" and therefore of no dilutive effect. The present, fully diluted total shareholdings of TRC are as follows:

Series A Preferred	Series B Preferred	Common Shares
4,993,559	614,000	41,945,585

36. Trident has trade debt estimated at $34.4 million as at August 31, 2009. Trade debt is made up of approximately 500 vendors.

37. Trident has interest accrued on its TEC Second Lien credit agreement of approximately $8.4 million as at August 31, 2009.

FINANCIAL STATEMENTS

38. Attached hereto and marked as Exhibit "B", is a copy of Trident's audited consolidated financial statements showing the years ended December 31 of 2007 and 2008. Attached hereto

and marked as Exhibit "C", is a copy of the unaudited quarterly financial statements of TRC, for the first two quarters of 2009, the second ending June 30, 2009. Trident's consolidated financial statements are prepared in accordance with generally accepted accounting principals ("GAAP").

39. A review of the Consolidated Balance Sheet from the quarterly statements shows the total assets of Trident as approximately $0.6 billion and the total liabilities as approximately $1.8 billion, as of June 30, 2009. Each of the Applicants have some assets located in Canada. The financial statements also demonstrate that Trident is insolvent on a balance sheet basis and, assuming Trident breaches the PV-10 Ratio and Leverage Ratio under the TEC Second Lien Credit Agreement discussed below, will very shortly be unable to meet its obligations generally as they become due.

40. Also now shown to me and attached hereto, marked as Exhibit "D", are Trident's consolidated cash flows for the 13 week period commencing the week ending September 11, 2009 (the "Cash Flows"). The Cash Flows have been prepared by management with the assistance of FTI, the proposed monitor, and may be amended from time to time.

CASH MANAGEMENT AND INTER-COMPANY PAYMENTS

41. In its ordinary course of business, Trident uses a centralized cash management system similar to those used by other corporate entities. This system is designed to gather and disburse funds and to record all income, transfers, and disbursements as they occur. Now shown to me and attached hereto and marked as Exhibit "E" is a schematic diagram of the flow of monies generally utilized among the Trident companies.

42. Revenue from Trident's operations is received by TEC (which intakes approximately 40% of all revenue) and its wholly owned subsidiary Fort (which intakes approximately 60% of all revenue). From TEC and Fort, monies are flowed between the interconnected subsidiaries of TRC and TEC to fund working capital and satisfy disbursements incurred through daily operations in the most efficient cost and tax effective manner.

43. Cash management throughout the Trident entities is consolidated and there are, generally, no restrictions in transferring funds between the companies (aside from certain limitations built in to Trident's major debt facilities, discussed in more detail below). Monies are moved through

unsecured, non-interest intercompany loans in amounts assessed on an as-needed basis to meet obligations. All intercompany transfers are documented through inter-company ledger accounts which are adjusted as transactions occur and trued at the end of each month. As at August 31, 2009, the total amount owing by Fenergy Corp. ULC to TEC was approximately $0.6 million. As of that same date, Fort Energy Corp. ULC was also indebted to TEC in the amount of approximately $391.6 million. As of that same date, TEC was also indebted to TRC in the amount of approximately $844.1 million. As of that same date, Trident USA Corp. was also indebted to TRC in the amount of approximately $20.6 million. All amounts are in Canadian dollars or their equivalent.

44. The majority of disbursements are realized at TEC, followed by Fort, followed by TRC. At the TEC level are payables for utilities, property taxes, insurance, and payroll for the majority of Trident's employees and independent contractors. At the Fort level, disbursements are made for capital expenditures for the assets and royalty and operating costs for the production from the assets owned by Fort. Through TRC, Trident pays the retainer, fees and expenses of the Board of Directors, including the monthly retainer of the Executive Chairman, and the professional fees associated with its current restructuring. The structuring of these expenditures is done such that the greatest tax/commercial efficiency can be realized for Trident.

45. Although TRC does not receive any income directly through Trident's operations (this being received primarily by TEC and Fort, as already discussed), TRC obtained the initial funding for the development of TEC's assets under the TRC 2006 Credit Agreement and the TRC 2007 Subordinated Credit Agreement in addition to previous equity financings, and so must service all cost and expenses arising in connection with these credit facilities.

46. Under the TEC Second Lien Credit Agreement, Trident is presently restricted by its largest lender through a covenant therein which, if triggered, would cause a limitation on inter-company cash flow up from TEC to TRC to a maximum of $5.0 million annually. This limitation does not restrict intercompany cash flows at the level of TEC and Fort. With anticipated restructuring costs, it is predicted that this cap may cause significant prejudice to Trident's capability to restructure if it is unable to continue paying its professional advisors and other obligations in the most tax and commercially advantageous manner.

47. The present cash management system allows Trident to centrally manage all of its cash flow needs, and includes the necessary accounting controls to enable Trident, Trident's creditors, and the Monitor appointed by this Honourable Court, to trace funds through the system and ensure that all transactions are adequately documented and readily ascertainable. Moreover, it is essential to Tridents ongoing business practises that Trident be allowed to consolidate and deploy funds on an efficient basis. The confusion, delay, and cost associated with any restricted form of cash management would be harmful to Trident's ability to efficiently operate it business.

48. As a result of the foregoing, Trident believes it is critical to continued operations and to a successful restructuring that Trident be permitted to continue with its present cash management system, including intercompany transfers in accordance with the obligations of the Applicants under the Cash Flows. In connection with the anticipated CCAA proceedings, Trident is seeking the authority to continue to operate in its usual manner, with respect to receipts and disbursements, and to maintain its present banking and funding arrangements past its anticipated initial filing.

49. To secure any advances made in favour from one Trident entity to another, Trident is seeking a charge over all of the present and after acquired property of receiving entity. Insofar as this relates to advances made to TRC and the US Subsidiaries, Trident intends to seek a corresponding administrative priority claim for such advances upon the commencement of its restructuring proceedings under the US Bankruptcy Code.

EMPLOYEE RETENTION PLAN

50. It is essential to Trident's business that it maintains its current compliment of employees. The successful development of Trident's reserves, including its operational efficiencies, is in large part a result of a highly skilled and unique workforce, the loss of which would have a material adverse effect on Trident's operations.

51. In March of 2008, Trident completed a review of its operational efficiencies and administrative costs. As a result, it collapsed five departments and terminated approximately 15 of its employees, bringing Trident to its current level of approximately 105 employees. In my view, this number of employees is appropriate for the current operations that Trident maintains and any further downsizing would be detrimental to Trident's ability to carry on business in its

ordinary course. I want to reassure Trident's current work force that (i) the proposed restructuring will not adversely affect their positions and (ii) they will be rewarded by remaining with Trident and assisting with the proposed restructuring.

52. To address these concerns, Trident's compensation committee has implemented, subject to approval of this Honourable Court, a retention plan, a copy of which is marked as Exhibit "F" and attached hereto (the "Retention Plan"). The salient points of the Retention Plan include:

(a) each eligible employee will receive: (A) a 10% increase to his or her salary for the period beginning on the date the Retention Plan is approved to the earlier of: (i) the cessation of their employment with Trident, and (ii) the emergence of Trident from these proceedings; and (B) a bonus equal to 20% of their annual salary, payable upon Trident's emergence from these proceedings;

(b) an eligible employee will be an employee that was employed by Trident on the date the Retention Plan was approved by this Honourable Court and remained employed by Trident throughout these proceedings until the earlier of: (i) Trident's emergence from these proceedings, and (ii) Trident's termination of their services for any reason other than for cause.

53. The cost of the implementing the Retention Plan (assuming it is fully paid out over a six month restructuring period) would be approximately $3.0 million, $2.4 million of which would be paid as the emergence bonus. We have worked with the proposed monitor in respect of this plan and the monitor has indicated that it has no objection to the proposed Retention Plan.

54. To secure the obligations of the Retention Plan, it is proposed that a charge in the maximum principle amount of $3.0 million be granted over all the present and future assets and undertaking of Trident.

55. Certain senior management and members of the Board of Directors are also party to a long term incentive program that is based on net asset value improvements as measured each year ("LTIP"). The first payment of under the LTIP is scheduled to occur in January of 2010 and is included in Trident's long term cash flows.

EVENTS LEADING TO THE PRESENT APPLICATION

56. For the year 2008, Trident had revenues of $227.0 million and EBITDA of $140.1 million. For the first 6 months of 2009, $90.5 million and EBITDA of $53.5 million. Trident's operational cash flow is heavily dependant on the price of natural gas. Over the past 15 months, natural gas spot market prices have been extremely volatile, reaching $11.96/mcf (CDN) in July 2008 and dropping to $1.89/mcf (CDN) on September 3, 2009, a range of $10.07 or over 500% of recent levels. The average price for the first 6 months of 2009 is $4.22/mcf (CDN). The volatility in pricing is due to a multitude of factors, including supply and demand, market uncertainty, and other forces beyond Trident's control.

57. As a producer of natural gas, Trident does not have the balance of both gas and oil portfolios, and therefore is more sensitive to gas price fluctuations. A drop in natural gas prices has the potential to significantly affect Trident's financial results and impede its growth. Lower natural gas prices may not only decrease near term cash flow, but also may reduce the amount of natural gas that Trident can produce economically over time because Trident might be forced to delay reinvesting in the future drilling programs in its long-term plans.

58. As a result of the deterioration of the global financial markets, and a rapid and significant collapse in natural gas commodity prices noted in the latter half of 2008 which continued to deteriorate throughout 2009, Trident's second quarter revenues for 2009 decreased by approximately $21.3 million dollars, or roughly 33% compared to the second quarter of 2008. This fall in revenue occurred despite an increase in Trident's production rate over the same period, from 94,836 mcf/day to 99,475 mcf/day (an approximate increase of 4.9%).

59. In addition to volatile natural gas prices, Trident has been particularly affected by major fluctuations in the Canada/US currency exchange rate, which, over the last two years, has seen movement from a high of $1.0908 (November 7, 2007) to a low of $0.7695 (March 9, 2009). The majority of Trident's assets and operations are located in Canada, and its revenues and expenses are recorded and reported in Canadian dollars. However, the majority of Trident's debt is denominated in US Dollars; any appreciation of the US Dollar against the Canadian Dollar accordingly increases the overall size of Trident's Canadian Dollar equivalent debt, and increases its debt servicing costs.

60. Recently, the precipitous drop in natural gas pricing combined with the extreme fluctuations in the Canadian/US currency exchange rate have had a substantial negative impact on Trident with respect to its financial covenants under its debt facilities. In particular, the nature of the financial covenants of Trident under the TEC Second Lien Credit Agreement are such that Trident must maintain a Proven Reserves Value to Net Debt Ratio ("PV-10 ratio").

61. The PV-10 ratio is a ratio of the present value of proved reserves of Trident against its consolidated debt. The PV-10 value used in the PV-10 ratio is determined by an independent engineering firm and delivered within 90 days of the end of each fiscal year and within 60 days of each second quarter (ending June 30th of each year). For the first and third quarters of each year, internal or external engineering can be used to determine the PV-10 value. The forecast prices used in the determination of the PV-10 value are prescribed and include the average of the three year strip price for crude oil (WTI Cushing) and natural gas (Henry Hub), quoted on the New York Mercantile Exchange (as adjusted for basis differentials and commodity hedging agreements of Trident) and for periods after three years a flat price is prescribed. The projected cash flows are discounted using a 10% discount rate.

62. At the end of the September 30, 2009 reporting period, Trident has forecasted that, as a result of the decline in gas prices and the fluctuations in currency exchange rates, among other factors beyond its control, it risks being in default of its PV-10 ratio under TEC Second Lien Credit Agreement and will be exposed to acceleration of the total debt under its credit facilities.

63. In addition, the global economic crisis and the sharp drop of the price of natural gas has had a substantial negative impact on Trident's ability to generate revenue and maintain a consolidated EBITDA level consistent with the leverage ratio (the "Leverage Ratio") mandated by the TEC Second Lien Credit Agreement and the TRC 2006 Credit Agreement. The TEC Second Lien Credit Agreement and the TRC 2006 Credit Agreement require Leverage Ratios of 4.5:1.0 and 9.0:1.0 respectively for the measurement period ending September 30, 2009. Trident's significant leverage and recent cash shortfalls significantly threaten Trident's ability to satisfy the Leverage Ratio for this period.

64. It is the significant risk of imminent breach under the TEC Second Lien Credit Agreement, and the need to restructure its leveraged balance sheet, that causes Trident to bring this application.

MONITOR

65. FTI has consented to Trident's request that FTI be appointed monitor (the "Monitor") of each of the Applicants.

FINANCIAL ADVISOR

66. To assist Trident in its negotiations with its current stakeholders and various restructuring alternatives, Trident has, since November of 2007, engaged the firm of Rothschild Inc. (the "Rothschild Engagement") as its financial advisor (the "Financial Advisor"). It is crucial to Trident that it has access to the Financial Advisor to assist it with the negotiation of complex credit facilities, structuring various cross-border issues, raising new capital, and implementing various reorganization alternatives.

67. The Financial Advisor is compensated pursuant to a monthly work fee of USD$200,000 and certain incentives based on attaining various performance targets. The Financial Advisor is also entitled to recover expenses from, and be indemnified by, Trident during the course of its engagement. It is contemplated that the Financial Advisor would continue to be paid its work fee, and receive the benefit of its expense reimbursement and indemnity (collectively, the "Work Fee"), and that those obligations would be secured under the Administration Charge discussed below.

NOTICE AND URGENCY

68. Immediately prior to the Labour Day weekend it came to Trident's intention that third parties were becoming aware of Trident's insolvency and restructuring efforts. Trident is gravely concerned that any advance notice of its insolvency to its lenders or its joint venture partners would create events, or potential events, which could allow those parties to exercise rights against Trident and its property that would immediately impair Trident's ability to carry on business in the ordinary course and put Tridents' property at risk. Accordingly, no notice has been provided to any parties in respect of this application.

RELIEF SOUGHT

Stay of proceedings

69. Trident is highly concerned that, in light of its present debt structure and financial covenants, the exercise by the secured lien holders of their security will result in a significant erosion of the value of the companies and the assets within, and will cause serious detriment to Trident and all other stakeholders. Trident is particularly concerned about the following risks:

(a) Trident will not be able to immediately repay its obligations should its debt be accelerated, and a receivership, liquidation, or bankruptcy scenario would result in far less benefit than could be expected from a CCAA restructuring;

(b) the immediate enforcement of the secured lien holders' rights would have the effect of extinguishing much of Trident's achievements and investment through its recent capital expenditure program. The majority of the value of its capital investiture, being contingent upon Trident's continued investment and future productivity, would be lost and unrecoverable by Trident's stakeholders in a receivership or liquidation scenario;

(c) Trident's insolvency puts it at risk of been replaced as operator under many of its joint ventures. The loss of its operatorship could have a material adverse impact on Trident's value as a result of the loss of operational efficiencies, cash flows and other issues related to Operatorship on present and future developments. This concern is particularly acute because of previous challenges that have been made (and successfully rebuffed) to Trident's operatorships over the past three years.

Administration charge

70. In connection with its appointment, it is contemplated that the Monitor would be granted a Court-ordered charge over the assets, property and undertaking of Trident (the "Administration Charge") in respect of its fees and disbursements, and those of its Canadian and U.S. legal counsel, as well as those of Trident's Canadian and U.S. legal counsel, and Trident's Financial Advisor, to the extent of its Work Fee (as discussed above), incurred at the standard rates and

charges of such parties, which Administration Charge shall be in an aggregate amount of $5 million.

Director and Officer Indemnity

71. In order to continue to carry on business during the CCAA Proceedings, Trident requires the active and committed involvement of the members of its Board of Directors, its Executive Chairman and its senior officers (collectively, the "Management"). The Management have been actively involved in the pre-restructuring efforts of Trident to date, and it is anticipated will continue to be involved in the ongoing operations and anticipated restructuring post-filing. Trident maintains director and officer insurance policies in the aggregate amount of US$100 million, renewable annually in November 2009.

72. Trident's obligations to fund its payroll, remit the necessary statutory withholdings, remit GST remittances, and ensure that all U.S. and Canadian taxes are paid amounts to approximately $4.5 million of exposure to directors in any given fiscal quarter.

73. Trident requests a Court-ordered charge in the amount of $5 million over the assets, property and undertaking of Trident (the Directors' and Officers' Charge) to indemnify the directors and officers of Trident in respect of any such liabilities they may incur in their capacity as directors and officers from and after the commencement of these proceedings. Trident has discussed the quantum of the proposed Directors' and Officers' Charge with the proposed Monitor, who has indicated that it has no objection to the quantum of the proposed Directors' and Officers' Charge.

Foreign Proceedings and Protocol

74. Certain Trident entities are concurrently seeking protection under Chapter 11 of the US Bankruptcy Code. Plenary filings are therefore occurring under the CCAA and Chapter 11 as follows:

Filing Under CCAA	**Filing Under Ch 11**
• Trident Exploration Corp. ULC	• Trident Resources Corp.*

• Fort Energy Corp. ULC • Fenergy Corp. ULC • 981384 Alberta Ltd. • 981405 Alberta Ltd. • 981422 Alberta Ltd. • Trident Resources Corp.* • Trident USA Corp.* • NexGen Energy Canada, Inc.* • Aurora Energy LLC* • Trident CBM Corp.*	• Trident USA Corp.* • NexGen Energy Canada, Inc.* • Aurora Energy LLC* • Trident CBM Corp.*

75. It is contemplated that (a) those entities listed above that are marked with an asterisk will be filing in both the CCAA proceedings and the U.S. proceedings; and (b) the remaining entities that have filed in the CCAA proceedings will seek ancillary protection in the US, pursuant to Chapter 15 of the US Bankruptcy Code.

76. Consequent to Trident's US entities seeking Chapter 11 relief, these entities will receive injunctive relief in that jurisdiction. Due to the integrated nature of the Trident companies, a successful restructuring will be dependant upon complimentary processes in both jurisdictions.

77. In light of the concurrent plenary filings in both Canada and the US, and in furtherance of international comity, and in the best interests of both the Canadian and US entities and all of their respective stakeholders, the Initial Order seeks approval of a cross-border protocol (the "Protocol"), a copy of which is attached hereto and marked as Exhibit "G". The Protocol establishes an approved method for communication and cooperation between the Canadian and US Courts, while maintaining their independence. The success of the proposed restructuring of Trident is dependent upon the cross-border coordination of the Canadian and US proceedings.

Benefits of Stay and Proposed Restructuring

78. The development of unconventional natural gas resources requires significant capital investment in order to establish a profitable and sustainable development program. Trident is presently reducing its capital expenditures after carrying out an aggressive and successful acquisition and development program and is now prepared to ramp up production, focus on infrastructure development, and increase revenues. Trident is sitting on substantial contingent mineral assets and has the capability to produce these assets – a substantial value which would be unrealizable in the event of immediate action by secured creditors.

79. Trident's core business is sound. It is an industry leader in the exploitation of CBM and more recently shale gas through horizontal drilling programs that appear to be unequalled in the industry. It conducts efficient operations through conventional CAPL arrangements and generates positive cash flow. Its current challenges are limited to its long term credit facilities.

80. Should Trident be afforded the opportunity to restructure, Trident could realize the full advantage of its extensive investment program and ultimately maximize value for all of its stakeholders. Trident considers itself to be very well positioned in the Mannville, Horseshoe Canyon, and Montney plays, and intends to dedicate its future capital expenditures to the development of these core properties, representing a low-risk drilling portfolio with a high probability of generating strong economic returns.

81. The relief that is sought in this application is done to protect Trident's business and operations and to facilitate a restructuring of its credit facilities. I do not believe that any party will be materially prejudiced by the relief sought in this application.

82. Trident has accumulated significant tax pools that can be used to reduce income taxes in future periods. As at December 31, 2008, these amounted to approximately $1.5 billion of deductions available to reduce income taxes.

SUMMARY

83. Trident has diligently attempted to restructure without a formal process but has been unable to reorganize its business and debts sufficiently prior to becoming exposed to immediate and highly detrimental action by some of its many secured lenders and counterparties. I believe

that the most feasible and viable option for Trident to restructure and best serve all of its stakeholders is through a CCAA proceeding. The protection afforded by the CCAA will allow Trident the opportunity it needs to assess its financial structure and to emerge from the proceeding as a stronger enterprise. It will grant Trident the otherwise unattainable opportunity to capitalize from its substantial acquisitions and capital investment in its natural gas development program. If the requested CCAA protection is not granted, Trident and its assets will be exposed to the possibility of immediate and material deterioration.

84. I make this Affidavit in support of an application by Trident under the provisions of the CCAA for an order substantially in the form of the draft order which is submitted with this application, declaring Trident comprises corporations to which the CCAA applies, appointing FTI as monitor, granting a stay of proceedings on the terms set out in the draft order, dispensing with service of this application, and granting such other relief as is set out in the draft form of order sought.

Sworn before me in the City of Calgary, in the Province of Alberta, the 8th day of September, 2009.

A Commissioner of Oaths in and for the Province of Alberta

Derek Pontin
Barrister and Solicitor

TODD DILLABOUGH

EXHIBIT "C"

THIS IS EXHIBIT " C "
referred to in the Affidavit of
Todd Dillabough
Sworn before me this 13
day of June A.D. 2010
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
Derek Pontin
Barrister and Solicitor

Action No. 0901-13483

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.

BEFORE THE HONOURABLE JUSTICE B.E.C. Romaine IN CHAMBERS	)	At the Calgary Court Center in the City of Calgary, in the Province of Alberta on the 6th day of October, 2009

I Hereby certify this to be a true copy of
the original Order
Dated this 24 day of Nov 09
for Clerk of the Court

AMENDED AND RESTATED INITIAL ORDER

UPON the application of Trident Exploration Corp. ("TEC"), Fort Energy Corp., Fenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd. (collectively with TEC, "Trident Canada"), Trident Resources Corp. ("TRC"), Trident CBM Corp., Aurora Energy LLC. NexGen Energy Canada, Inc. and Trident USA Corp. (collectively, with TRC, "Trident US" and Trident Canada together with Trident US are referred to collectively as the "Applicants" or "Trident"); **AND UPON** having read the Petition, the Affidavit of Todd Dillabough dated September 8, 2009 (the "Dillabough Affidavit"), the Affidavit of Todd Dillabough dated October 1, 2009 (the "Second Dillabough Affidavit"), the Affidavit of Richard Voon dated October 1, 2009 and the Affidavit of Reema Kapoor dated October 1, 2009, filed; **AND UPON** reading the consent of FTI Consulting Canada ULC to act as Monitor; **AND UPON** having read the First Report of the Monitor; **AND UPON** hearing counsel for the Applicants; **AND UPON** hearing counsel for the Monitor; **AND UPON HEARING** counsel for the Required Lenders under the TEC Second Lien Credit Agreement (as defined in paragraph 35(b) of the Dillabough Affidavit) (the "Canadian Secured Term Loan Agreement"); **AND UPON HEARING** counsel for the unofficial committee of lenders under the TRC 2006 Credit Agreement (as defined in paragraph 35(c) of the Dillabough Affidavit) (the "2006 Committee"); **AND UPON IT APPEARING**

THAT an amended and restated initial order is appropriate in the circumstances; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and this application is properly returnable today.

APPLICATION

2. The Applicants are affiliated debtor companies within the meaning of the CCAA and the CCAA applies to each of the Applicants.

PLAN OF ARRANGEMENT

3. Trident shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan") between, among others, Trident and one or more classes of its secured and/or unsecured creditors as it deems appropriate.

POSSESSION OF PROPERTY AND OPERATIONS

4. Trident shall:

(a) remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property");

(b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property; and

(c) be authorized and empowered to continue to retain and employ, whether in Canada or elsewhere, the employees, consultants, agents, experts, accountants, financial advisors (including, without limitation, Rothschild Inc. in accordance with the terms of the Rothschild Engagement, as it relates to the Work Fee, as described in the Dillabough Affidavit (the "Financial Advisor")), counsel and such other persons (collectively "Assistants") currently retained or employed by

it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order. The payment by Trident Canada (directly or indirectly) of the fees, expenses and compensation of the US based Assistants (including without limitation, the Financial Advisor) shall be subject to paragraphs 51 and 52 of this Order.

5. To the extent permitted by law, Trident shall be entitled but not required to pay the following expenses, incurred prior to or after this Order:

(a) all outstanding and future fees, wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses, and similar amounts owed to independent contractors and the officers and directors of Trident, payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) subject to paragraph 51 of this Order, the fees and disbursements of any Assistants retained or employed by Trident in respect of Trident's reorganization, at their standard rates and charges.

6. Except as otherwise provided to the contrary herein, Trident shall be entitled but not required to pay all reasonable expenses incurred by Trident in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation or development of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to Trident following the date of this Order.

7. Trident shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan, and

(iii) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes payable to the Crown in Right of Canada or of any Province thereof (collectively, "Sales Taxes") required to be remitted by Trident in connection with the sale of goods and services by Trident, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by Trident.

8. Until such time as Trident repudiates a real property lease in accordance with paragraph 10(c) of this Order, Trident may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the

terms of existing lease arrangements or as otherwise may be negotiated by Trident from time to time for the period commencing from and including the date of this Order ("Rent"), but shall not pay any rent in arrears.

9. Except as specifically permitted in this Order, Trident is hereby directed, until further order of this Court:

(a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by Trident to any of its creditors as of the date of this Order;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and

(c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. Trident shall have the right to:

(a) subject to the prior consent of the Monitor, permanently or temporarily cease, downsize or shut down any of its business or operations and to dispose of redundant or non-material assets not exceeding $1,000,000 or in excess of this amount, only with the prior approval of this Court;

(b) terminate, in the ordinary course of business, the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between Trident and such employee and approved by the Court, or, to deal with the consequences thereof in the Plan;

(c) in accordance with paragraphs 11 and 12, vacate, abandon or quit any leased premises and/or repudiate any real property lease (other than, except with the prior approval of this Court, leases related to the exploration or recovery of petroleum and natural gas products) and any ancillary agreements relating to any leased premises, on not less than seven days notice in writing to the relevant

landlord on such terms as may be agreed upon between Trident and such landlord and approval by the Court, or, to deal with the consequences thereof in the Plan;

(d) repudiate such of its arrangements or agreements of any nature whatsoever, whether oral or written (other than those arrangements and agreements referred to in paragraph 10(c) hereof), as Trident deems appropriate on such terms as may be agreed upon between Trident and such counter-parties and approved by the Court, or, to deal with the consequences thereof in the Plan;

(e) pursue all avenues of refinancing and offers for material parts of its Business or Property, in whole or part, subject to prior approval of this Court of: (i) any process for seeking offers for material parts of its Business or Property (except as permitted by subparagraph (a), above), or (ii) any terms and conditions of any refinancing in excess of $500,000 becoming binding on Trident; and

(f) settle claims of any of its customers and suppliers that are in dispute, where the amount of compromise of such settlement does not exceed $100,000, with the approval of the Monitor, or, in excess of that amount, with the approval of this Court.

all of the foregoing to permit Trident to proceed with an orderly restructuring of the Business (the "Restructuring").

11. Trident shall provide each of the relevant landlords with notice of Trident's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes Trident's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and Trident, or by further order of this Court upon application by Trident on at least two (2) days' notice to such landlord and any such secured creditors. If Trident repudiates the lease governing such leased premises in accordance with paragraph 10(c) of this order, it shall not be

required to pay Rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to Trident's claim to the fixtures in dispute.

12. If a lease is repudiated by Trident in accordance with paragraph 10(c) of this order, then:

(a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Trident and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against Trident in respect of such lease or leased premises and such landlord shall be entitled to notify Trident of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

13. Except as otherwise provided to the contrary herein, Trident shall be entitled but not required to pay, with the consent of the Monitor, all reasonable costs and expenses incurred prior to the date of this Order, where in the opinion of Trident and the Monitor such payments (i) are necessary to preserve the Property, Business and/or ongoing operations of Trident, (ii) can be made on such terms and conditions as will provide a material benefit to Trident and their stakeholders as a whole and (iii) are not exceeding $1,750,000 in the aggregate for pre-filing royalty payments and $1,250,000 in the aggregate for pre-filing non-royalty payments (or in excess of these amounts, by order of this Court). Any payments made pursuant to this paragraph are subject to the limitations set forth in paragraphs 51 and 52.

14. Subject in all respects to paragraph 51 of this Order, Trident shall be entitled to continue to utilize the central cash management system currently in place as described in the Dillabough Affidavit or replace it with another substantially similar central cash management system (the

"Cash Management System"); and that any present or future bank or banks providing the Cash Management System shall:

(a) not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as the use or application by Trident of funds transferred, paid, collected or otherwise dealt with in the Cash Management System;

(b) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as herein defined) other than Trident, pursuant to the terms of the documentation applicable to the Cash Management System; and

(c) be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regards to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

INTER-COMPANY LOANS

15. To the extent that an Applicant receives a post-filing inter-company loan or other transfer (including goods and services) from another Applicant (including as a result of the Cash Management System or otherwise) (each such Applicant, a "Beneficiary Applicant"), and such post-filing inter-company loan or other transfer is made (each an "Advance) by an Applicant (a "Protected Entity") then, subject to the limitations set forth in this paragraph:

(a) the Protected Entity shall have a proven and valid claim against such Beneficiary Applicant for the amount of such Advance (each, an "Inter-company Reimbursement Claim"), which Inter-company Reimbursement Claim shall bear interest at a rate agreed between the applicable Beneficiary Applicant and Protected Entity from time to time for the period and in accordance with past practice; and

(b) all of the Property of the Beneficiary Applicant, is hereby charged by a mortgage, lien and security interest (such mortgage, lien and security interest, "Inter-company Charge") in favour of each of the Protected Entities as security for

payment of the Inter-company Reimbursement Claim (including principal, interest and expenses) by the applicable Beneficiary Applicant to the corresponding Protected Entity. The Inter-company Charge shall have the priority set out in paragraphs 36 to 40 herein.

16. Protected Entities shall forbear from exercising an Inter-company Charge and shall not be entitled to exercise, any right or remedy relating to any Inter-company Reimbursement Claim held by such party, including, without limitation, as to seeking relief from the stay granted hereunder, or seeking any sale, foreclosure, realization upon repossession or liquidation of any Property of a Beneficiary Applicant, or taking any position with respect to any disposition of the Property, the business operations, or the reorganization of a Beneficiary Applicant. Subject to Paragraph 17 of this Order, an Inter-company Charge automatically, and without further action of any person or entity of any kind, shall be released or otherwise terminated to the extent that Property subject to such Inter-company Charge is sold or otherwise disposed of in accordance with the terms of this Order or further order of this Court after notice and a hearing, with respect to the effect of an Inter-company Charge on any sale of Property by any Beneficiary Applicant.

17. The Beneficiary Applicant may sell Property out of the ordinary course of business, in accordance with the terms of this Order or further order of this Court after notice and hearing, in each case free and clear of any Inter-company Charge, with such Inter-company Charge and any existing security interests, charges, liens or other encumbrances attaching to the proceeds of sale in the same priority and subject to the same limitations and restrictions as existed in respect of the Property sold. The proceeds of all sales made out of Trident's ordinary course of business shall be remitted to the Monitor pending a further order of this Court approving the distribution of such proceeds.

NO PROCEEDINGS AGAINST TRIDENT OR THE PROPERTY

18. Until and including October 7, 2009, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court (each, a "Proceeding") shall be commenced or continued against or in respect of Trident or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently

under way against or in respect of Trident or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of Trident or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower Trident to carry on any business which Trident is not lawfully entitled to carry on;

(b) exempt Trident from compliance with statutory or regulatory provisions relating to health, safety or the environment;

(c) prevent the filing of any registration to preserve or perfect a security interest; or

(d) prevent the registration of a claim for lien.

20. Nothing in this Order shall prevent any party from taking an action against Trident where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

21. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Trident, or seek to replace, challenge, or otherwise dispossess Trident of any operatorship Trident maintains in connection with its Business or Property, except with the written consent of Trident and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

22. During the Stay Period, all persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with Trident, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or Trident

are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by Trident or exercising any other remedy provided under such agreements or arrangements. Trident shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by Trident in accordance with the payment practices of Trident, or such other practices as may be agreed upon by the supplier or service provider and each of Trident and the Monitor, or as may be ordered by this Court. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the date of this Order.

NO OBLIGATION TO ADVANCE MONEY OR EXTEND CREDIT

23. Notwithstanding anything else contained in this Order, no creditor of Trident shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to Trident.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

24. During the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA and paragraph 20 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of Trident with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of Trident whereby the directors or officers are alleged under any law to be liable in their capacity as

directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of Trident, if one is filed, is sanctioned by this Court or is refused by the creditors of Trident or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

25. Trident Canada shall indemnify its directors and officers from all claims, costs, charges and expenses relating to the failure of Trident Canada, after the date hereof, to make payments of the nature referred to in subparagraphs 5(a), 7(a), 7(b) and 7(c) of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of Trident Canada except to the extent that, with respect to any officer or director, such officer or director has participated in the breach of any related fiduciary duties or has been judicially determined to have been grossly negligent or guilty of wilful misconduct.

26. The directors and officers of Trident Canada, in such capacity, shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of $5,000,000, as security for the indemnity provided in paragraph 25 of this Order. The Directors' Charge shall have the priority set out in paragraphs 36 to 40 hereof.

27. Notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and

(b) Trident's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraphs 25 and 26 of this Order.

APPOINTMENT OF MONITOR

28. FTI Consulting Canada ULC is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and Trident's conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and that Trident and its

shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by Trident pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

29. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor Trident's receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of Trident;

(c) advise Trident in its preparation of Trident's cash flow statements and reporting to the Court or otherwise;

(d) advise Trident in its development of the Plan or Plans and any amendments to the Plan or Plans;

(e) advise Trident, to the extent required by Trident, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan or Plans;

(f) have full and complete access to the books, records and management, employees and advisors of Trident and to the Business and the Property to the extent required to perform its duties arising under this Order;

(g) be at liberty to engage, whether in Canada or elsewhere, independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(h) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan;

(i) provide the consents contemplated herein;

(j) assist Trident with respect to any insolvency proceedings commenced by or with respect to the Applicants in any foreign jurisdiction (collectively, "Foreign Proceedings") and report to this Court, as it deems appropriate, on the Foreign Proceedings with respect to matters relating to the Applicants;

(k) be at liberty to act as a foreign representative in any foreign proceedings in respect of any of the Applicants including, without limitation, for recognition of these proceedings as "Foreign Main Proceedings", pursuant to Chapter 15 of the United States Bankruptcy Code, 11 U.S.C. §101 (the "US Bankruptcy Code") or similar legislation in any other jurisdiction;

(l) hold and administer funds in connection with arrangements made between the Applicants, counterparties and the Monitor or by Order of this Court; and

(m) perform such other duties as are required by this Order or by this Court from time to time.

30. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation.

31. The Monitor shall provide any creditor of Trident with information provided by Trident in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by Trident, acting reasonably, is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and Trident may agree.

32. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. Subject to the limitations contained in paragraph 51, the Monitor, Canadian and US counsel to the Monitor, if any, and Canadian and US counsel to Trident, and the Financial Advisor (to the extent of its Work Fee only) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by Trident as part of the costs of Trident's reorganization. Subject to the limitations contained in paragraph 51, Trident is hereby authorized and directed to pay the accounts of the Monitor, Canadian and US counsel for the Monitor, Canadian and US counsel for Trident, and the Financial Advisor, and shall make such payments on either a bi-weekly or a monthly basis, as the advisors may agree.

34. The Monitor and its legal counsel shall pass their accounts from time to time.

35. The Monitor, Canadian and US counsel to the Monitor, if any, Canadian and US counsel for Trident, and the Financial Advisor (to the extent of its Work Fee, as that term is defined in the Dillabough Affidavit), as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of $5,000,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after

the making of this order in respect of Trident's reorganization. The Administration Charge shall have the priority set out in paragraphs 36 to 40 hereof.

VALIDITY AND PRIORITY OF CHARGES

36. The priorities of the Directors' Charge, Administration Charge and Inter-company Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $5,000,000);
Second – Directors' Charge (to the maximum amount of $5,000,000); and
Third – Inter-company Charge.

37. The filing, registration or perfection of the Administration Charge, the Directors' Charge, and the Inter-company Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect. Notwithstanding anything herein, the Charges shall not attach to the Retainers.

38. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

39. Except as may be approved by this Court, an Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge, the Inter-company Charge or the security interests and charges in favour of the Agent and Lenders under the Canadian Secured Term Loan Agreement.

40. The Directors' Charge, the Administration Charge and the Inter-company Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds Trident, and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by Trident of any Agreement to which it is a party;

(ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(iii) the payments made by Trident pursuant to this order, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

ALLOCATION

41. Any interested Person may apply to this Court on notice to any other party likely to be affected, for an order to allocate the Administration Charge, the Directors' Charge, and the Inter-company Charge amongst the various assets comprising the Property.

CROSS-BORDER PROTOCOL

42. The cross-border protocol described in the Dillabough Affidavit and attached as Schedule "A" hereto be and is hereby approved and shall become effective upon its approval by the United States Bankruptcy Court for the District of Delaware and the parties to these proceedings and any other Person shall be governed by it and shall comply with the same.

SERVICE AND NOTICE

43. Trident shall, within ten (10) business days of the date of entry of this Order, send a copy of this Order to its known creditors, other than employees and creditors to which Trident owes less than $5,000, at their addresses as they appear on Trident's records, and shall promptly send a copy of this Order:

(a) to all Persons requesting notice; and

(b) to any other interested Person requesting a copy of this Order;

and the Monitor is relieved of its obligation under Section 11(5) of the CCAA to provide similar notice, other than to supervise this process.

44. Trident and the Monitor shall be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to Trident's creditors or other interested Persons at their respective addresses as last shown on the records of Trident and that any such service or notice by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. Any party to this proceeding may serve any court materials by e-mailing a PDF or other electronic copy of such materials to counsels' e-mail address as recorded on the Service List from time to

time, and that such service shall be deemed to be received when sent. The Monitor may post a copy of any or all such materials on its website, which shall be established for informational purposes.

GENERAL

45. Trident or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

46. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of Trident, the Business or the Property.

47. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist Trident, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Trident and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist Trident and the Monitor and their respective agents in carrying out the terms of this Order.

48. Each of Trident and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

49. Any interested party (including Trident and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

50. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

51. The Applicants are hereby prohibited from repaying any inter-company loans or inter-company accounts outstanding on or prior to the date of this Order. The Applicants are

prohibited from making any inter-company transfers, loans, or advances after the date of this Order except (i) as among the entities comprising Trident Canada, and, (ii) as among the entities comprising Trident US, and, (iii) from Trident Canada to Trident US in the maximum aggregate amount of USD$5,000,000. Other than as a result of inter-company loan authorized pursuant to (iii) in the immediately preceding sentence, Trident Canada is prohibited from and after September 8, 2009 from directly or indirectly transferring to, paying or funding any amounts, value or property to Trident US or incurring obligations or pay amounts on account of any of the fees, expense or compensation of its US based Assistants or pay the costs, expenses and disbursements related to Trident US's proceedings under the US Bankruptcy Code. The foregoing limitations shall remain in force and effect unless and until the Applicants are able to satisfy this Court on a subsequent motion that it is appropriate to vary such limitations. Nothing in this Order is intended to limit Trident US from funding the US restructuring cost on no-recourse basis to Trident Canada or the assets of Trident Canada.

52. Trident Canada shall not directly or indirectly fund or make any payment to the Financial Advisor other than the Work Fee (subject to the limitations in paragraph 51) without further Order of the Court.

"B.E.C. Romaine"
J.C.Q.B.A.

ENTERED this 24
day of November, 2009
K. MCAUSLAND
COURT SEAL

CLERK OF THE COURT

SCHEDULE "A"
CROSS BORDER PROTOCOL

AMENDED CROSS-BORDER INSOLVENCY PROTOCOL

This amended cross-border insolvency protocol (the "Protocol") shall govern the conduct of all parties in interest in the Insolvency Proceedings (as such term is defined herein).

The Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases (the "Guidelines") attached as **Schedule A** hereto, shall be incorporated by reference and form part of this Protocol. Where there is any discrepancy between the Protocol and the Guidelines, this Protocol shall prevail.

A. Background

1. Trident Exploration Corporation ("TEC") is the wholly owned Canadian subsidiary of its U.S. parent company, Trident Resources Corporation ("TRC," and together with TEC and each of their affiliates, "Trident"). TEC is a natural gas exploration and development company headquartered in Calgary, Alberta, Canada. TRC is incorporated under Delaware law and is also headquartered in Calgary, Alberta, Canada.

2. On September 8, 2009, TRC, TEC and certain of their U.S. and Canadian subsidiaries and affiliates (collectively, the "Canadian Debtors")[1] filed an application with the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Canadian Court") under the Companies' Creditors Arrangement Act (Canada) (the "CCAA"), seeking relief from their creditors (collectively, the "Canadian Proceedings"). The Canadian Debtors have obtained an initial order of the Canadian Court (as may be amended and restated, the "Canadian Order"), pursuant to which, inter alia: (a) the Canadian Debtors have received a stay of proceedings and related relief under the CCAA; and (b) FTI Consulting Canada ULC has been appointed as the

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[1] The Canadian Debtors include the following entities: 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.

court appointed monitor (the "Monitor") of the Canadian Debtors, with the corresponding rights, powers, duties and limitations of liabilities set forth in the CCAA and the Canadian Order.

3. Also on September 8, 2009 (the "Petition Date") TRC and certain of its U.S. subsidiaries (collectively, the "U.S. Debtors"),[2] commenced reorganization proceedings (the "U.S. Proceedings") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "U.S. Court"). All of the U.S. Debtors are applicants in the Canadian Proceedings. The U.S. Debtors are continuing in possession of their respective properties and are operating and managing their businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed in the U.S. Proceedings.

4. The Monitor may file petitions and seek an order in the U.S. Court granting recognition of the Canadian Proceedings, for those applicants not debtors in the U.S. Proceedings, under chapter 15 of the Bankruptcy Code (the "Chapter 15 Proceedings").

5. For convenience, (a) the U.S. Debtors and the Canadian Debtors shall be referred to herein collectively as the "Debtors," (b) the U.S. Proceedings and the Canadian Proceedings shall be referred to herein collectively as the "Insolvency Proceedings," and (c) the U.S. Court and the Canadian Court shall be referred to herein collectively as the "Courts," and each individually as a "Court."

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[2] The U.S. Debtors in the U.S. Proceedings (as defined herein) are: Trident Resources Corp., Trident CBM Corp., Aurora Energy LLC, NexGen Energy Canada, Inc., and Trident USA Corp. The U.S. Debtors' cases were consolidated for procedural purposes only.

B. Purpose and Goals

6. While full plenary proceedings are pending in the United States for the U.S. Debtors and in Canada for the Canadian Debtors, all of the U.S. Debtors are also applicants in the Canadian Proceedings. As such, the implementation of administrative procedures and cross-border guidelines is both necessary and desirable to coordinate certain activities in the Insolvency Proceedings, protect the rights of parties thereto, ensure the maintenance of the Courts' respective independent jurisdiction and give effect to the doctrines of comity. This Protocol has been developed to promote the following mutually desirable goals and objectives in the Insolvency Proceedings:

a. harmonize and coordinate activities in the Insolvency Proceedings before the Courts;

b. promote the orderly and efficient administration of the Insolvency Proceedings to, among other things, maximize the efficiency of the Insolvency Proceedings, reduce the costs associated therewith and avoid duplication of effort;

c. honor the independence and integrity of the Courts and other courts and tribunals of the United States and Canada, respectively;

d. promote international cooperation and respect for comity among the Courts, the Debtors, the Estate Representatives (as defined herein and which include the Chapter 11 Representatives and the Canadian Representatives as such terms are defined below), and other creditors and interested parties in the Insolvency Proceedings;

e. facilitate the fair, open and efficient administration of the Insolvency Proceedings for the benefit of all of the Debtors' creditors and other interested parties, wherever located; and

f. implement a framework of general principles to address basic administrative issues arising out of the cross-border nature of the Insolvency Proceedings.

As the Insolvency Proceedings progress, the Courts may also jointly determine that other cross-border matters that may arise in the Insolvency Proceedings should be dealt with under and in

accordance with the principles of this Protocol. Subject to the provisions of this Protocol, where an issue is to be addressed only to one Court, in rendering a determination in any cross-border matter, such Court may: (a) to the extent practical or advisable, consult with the other Court; and (b) in its sole discretion and in keeping with the principles of comity, either (i) render a binding decision after such consultation; (ii) defer to the determination of the other Court by transferring the matter, in whole or in part to the other Court; or (iii) seek a joint hearing of both Courts.

C. Comity and Independence of the Courts

7. The approval and implementation of this Protocol shall not divest nor diminish the U.S. Court's and the Canadian Court's respective independent jurisdiction over the subject matter of the U.S. Proceedings and the Canadian Proceedings, respectively. By approving and implementing this Protocol, neither the U.S. Court, the Canadian Court, the Debtors nor any creditors or interested parties shall be deemed to have approved or engaged in any infringement on the sovereignty of the United States of America or Canada.

8. The U.S. Court shall have sole and exclusive jurisdiction and power over the conduct of the U.S. Proceedings and the hearing and determination of matters specifically arising in the U.S. Proceedings. The Canadian Court shall have sole and exclusive jurisdiction and power over the conduct of the Canadian Proceedings and the hearing and determination of matters specifically arising in the Canadian Proceedings. Nothing herein shall impair the independence, powers and authorities of the U.S. and Canadian Courts with respect to matters before such Courts.

9. In accordance with the principles of comity and independence recognized herein, nothing contained herein shall be construed to:

a. increase, decrease or otherwise modify the independence, sovereignty or jurisdiction of the U.S. Court, the Canadian Court or any other court or

tribunal in the United States or Canada, including the ability of any such court or tribunal to provide appropriate relief on an ex parte or "limited notice" basis to the extent permitted under applicable law;

b. require the U.S. Court to take any action that is inconsistent with its obligations under the laws of the United States;

c. require the Canadian Court to take any action that is inconsistent with its obligations under the laws of Canada;

d. require the Debtors, the Estate Representatives (defined below), or the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") to take any action or refrain from taking any action that would result in a breach of any duty imposed on them by any applicable law;

e. authorize any action that requires the specific approval of one or both of the Courts under the Bankruptcy Code or the CCAA after appropriate notice and a hearing (except to the extent that such action is specifically described in this Protocol); or

f. preclude the Debtors, the Monitor, the U.S. Trustee, any creditor or other interested party from asserting such party's substantive rights under the applicable laws of the United States, Canada or any other relevant jurisdiction including, without limitation, the rights of parties in interest to appeal from the decisions taken by one or both of the Courts.

10. The Debtors, the Estate Representatives and their respective employees, members, agents and professionals shall respect and comply with the independent, non-delegable duties imposed upon them, if any, by the Bankruptcy Code, the CCAA, the Canadian Order and other applicable laws.

D. Cooperation

11. To assist in the efficient administration of the Insolvency Proceedings and in recognizing that certain of the U.S. Debtors and Canadian Debtors may be creditors of the others' estates, the Debtors and their respective Estate Representatives shall, where appropriate: (a) cooperate with each other in connection with actions taken in both the U.S. Court and the Canadian Court and (b) take any other appropriate steps to coordinate the administration of the Insolvency Proceedings for the benefit of the Debtors' respective estates.

12. To harmonize and coordinate the administration of the Insolvency Proceedings, the U.S. Court and the Canadian Court each may coordinate activities and consider whether it is appropriate to defer to the judgment of the other Court. In furtherance of the foregoing:

a. The U.S. Court and the Canadian Court may communicate with one another, with or without counsel present, with respect to any procedural matter relating to the Insolvency Proceedings.

b. Except as otherwise provided herein, where the issue of the proper jurisdiction of either Court to determine an issue is raised by an interested party in either of the Insolvency Proceedings with respect to relief sought in either Court, the Court before which such relief was initially sought may contact the other Court to determine an appropriate process by which the issue of jurisdiction will be determined; which process shall be subject to submissions by the Debtors, the Monitor, the U.S. Trustee and any interested party prior to a determination on the issue of jurisdiction being made by either Court.

c. The Courts may, but are not obligated to, coordinate activities in the Insolvency Proceedings such that the subject matter of any particular action, suit, request, application, contested matter or other proceeding is determined in a single Court.

d. The U.S. Court and the Canadian Court may conduct joint hearings (each a "Joint Hearing") with respect to any cross-border matter or the interpretation or implementation of this Protocol where both the U.S. Court and the Canadian Court consider such a Joint Hearing to be necessary or advisable, or as otherwise provided herein, to, among other things, facilitate or coordinate proper and efficient conduct of the Insolvency Proceedings or the resolution of any particular issue in the Insolvency Proceedings. With respect to any Joint Hearing, unless otherwise ordered, the following procedures will be followed:

(i) A telephone or video link shall be established so that both the U.S. Court and the Canadian Court shall be able to simultaneously hear and/or view the proceedings in the other Court.

(ii) Submissions or applications by any party that are or become the subject of a Joint Hearing (collectively, "Pleadings") shall be made or filed initially only to the Court in which such party is appearing and seeking relief. Promptly after the scheduling of any Joint Hearing, the party submitting such Pleadings to one Court shall file courtesy copies with the other Court. In any event, Pleadings

seeking relief from both Courts shall be filed in advance of the Joint Hearing with both Courts.

(iii) Any party intending to rely on any written evidentiary materials in support of a submission to the U.S. Court or the Canadian Court in connection with any Joint Hearing (collectively, "Evidentiary Materials") shall file or otherwise submit such materials to both Courts in advance of the Joint Hearing. To the fullest extent possible, the Evidentiary Materials filed in each Court shall be identical and shall be consistent with the procedural and evidentiary rules and requirements of each Court.

(iv) If a party has not previously appeared in or attorned or does not wish to attorn to the jurisdiction of a Court, it shall be entitled to file Pleadings or Evidentiary Materials in connection with the Joint Hearing without, by the mere act of such filings, being deemed to have appeared in or attorned to the jurisdiction of such Court in which such material is filed, so long as such party does not request any affirmative relief from such Court.

(v) The Judge of the U.S. Court and the Justice of the Canadian Court who will preside over the Joint Hearing shall be entitled to communicate with each other in advance of any Joint Hearing, with or without counsel being present, (1) to establish guidelines for the orderly submission of Pleadings, Evidentiary Materials and other papers and for the rendering of decisions by the Courts; and (2) to address any related procedural, administrative or preliminary matters.

(vi) The Judge of the U.S. Court and the Justice of the Canadian Court, shall be entitled to communicate with each other during or after any joint hearing, with or without counsel present, for the purposes of (1) determining whether consistent rulings can be made by both Courts; (2) coordinating the terms of the Courts' respective rulings; and (3) addressing any other procedural or administrative matters.

13. Notwithstanding the terms of paragraph 12 above, this Protocol recognizes that the U.S. Court and the Canadian Court are independent courts. Accordingly, although the Courts will seek to cooperate and coordinate with each other in good faith, each of the Courts shall be entitled at all times to exercise its independent jurisdiction and authority with respect to: (a) the conduct of the parties appearing in matters presented to such Court; and

(b) matters presented to such Court, including, without limitation, the right to determine if matters are properly before such Court.

14. Where one Court has jurisdiction over a matter that requires the application of the law of the jurisdiction of the other Court, such Court may, without limitation, hear expert evidence of such law or seek the written advice and direction of the other Court which advice may, in the discretion of the receiving Court, be made available to parties in interest.

15. **Intentionally Omitted.**

E. Recognition of Stays of Proceedings

16. The Canadian Court hereby recognizes the validity of the stay of proceedings and actions against the U.S. Debtors and their property under section 362 of the Bankruptcy Code (the "U.S. Stay"). In implementing the terms of this paragraph, the Canadian Court may consult with the U.S. Court regarding: (i) the interpretation, extent, scope and applicability of the U.S. Stay and any orders of the U.S. Court modifying or granting relief from the U.S. Stay; and (ii) the enforcement of the U.S. Stay in Canada.

17. The U.S. Court hereby recognizes the validity of the stay of proceedings and actions against the Canadian Debtors and their property under the Canadian Order (the "Canadian Stay"). In implementing the terms of this paragraph, the U.S. Court may consult with the Canadian Court regarding: (i) the interpretation, extent, scope and applicability of the Canadian Stay and any orders of the Canadian Court modifying or granting relief from the Canadian Stay; and (ii) the enforcement of the Canadian Stay in the United States.

18. Nothing contained herein shall affect or limit the Debtors' or other parties' rights to assert the applicability or nonapplicability of the U.S. Stay or the Canadian

Stay to any particular proceeding, property, asset, activity or other matter, wherever pending or located. Motions brought before the Canadian Court respecting the application of the Canadian Stay with respect to assets or operations of the Canadian Debtors shall be heard and determined by the Canadian Court, and motions brought before the U.S. Court respecting the application of the U.S. Stay with respect to assets or operations of the U.S. Debtors shall be heard and determined by the U.S. Court.

F. Rights to Appear and Be Heard

19. The Debtors, the Monitor, and any official committee that may be appointed by the U.S. Trustee, and the professionals and advisors for each of the foregoing, shall have the right and standing: (i) to appear and to be heard in either the U.S. Court or Canadian Court in the U.S. Proceedings or Canadian Proceedings, respectively, to the same extent as creditors and other interested parties domiciled in the forum country, subject to any local rules or regulations generally applicable to all parties appearing in the forum; and (ii) to file notices of appearance or other court materials with the clerk of the U.S. Court or the Canadian Court in respect of the U.S. Proceedings or Canadian Proceedings, respectively; provided, however, that any appearance or filing may subject a creditor or interested party to the jurisdiction of the Court in which the appearance or filing occurs. Notwithstanding the foregoing, and in accordance with the policies and premises set forth above, including, without limitation, paragraph 12 above; (i) the Canadian Court shall have jurisdiction over the Chapter 11 Representatives (as defined below) solely with respect to those particular matters as to which the Chapter 11 Representatives appear before the Canadian Court; and (ii) the U.S. Court shall have jurisdiction over the Canadian Representatives (as defined below) solely with respect to those particular matters as to which the Canadian Representatives appear before the U.S. Court.

G. Retention and Compensation of Estate Representative and Professionals

20. The Monitor, its officers, directors, employees, counsel and agents, wherever located, (collectively the "Monitor Parties") and any other estate representatives appointed in the Canadian Proceedings (collectively with the Monitor Parties, the "Canadian Representatives") shall (subject to paragraph 19) be subject to the sole and exclusive jurisdiction of the Canadian Court with respect to all matters, including: (a) the Canadian Representatives' tenure in office; (b) the retention and compensation of the Canadian Representatives; (c) the Canadian Representatives' liability, if any, to any person or entity, including the Canadian Debtors and any third parties, in connection with the Insolvency Proceedings; and (d) the hearing and determination of any other matters relating to the Canadian Representatives arising in the Canadian Proceedings under the CCAA or any other applicable Canadian law. The Canadian Representatives shall not be required to seek approval of their retention in the U.S. Court for services rendered to the Debtors. Additionally, the Canadian Representatives: (a) shall be compensated for their services to the Debtors solely in accordance with the CCAA, the Canadian Order and other applicable Canadian law or orders of the Canadian Court; and (b) shall not be required to seek approval of their compensation in the U.S Court.

21. The Monitor Parties shall be entitled to the same protections and immunities in the United States as those granted to them under the CCAA and the Canadian Order. In particular, except as otherwise provided in any subsequent order entered in the Canadian Proceedings, the Monitor Parties shall incur no liability or obligations as a result of the making of the Canadian Order, the appointment of the Monitor by the Canadian Court, the carrying out of their duties or the provisions of the CCAA and the Canadian Order by the

Monitor Parties, except in respect of any such liability arising from or on account of actions of the Monitor Parties constituting gross negligence or willful misconduct.

22. Any estate representative appointed in the U.S. Proceedings, including without limitation any examiners or trustees appointed in accordance with section 1104 of the Bankruptcy Code (collectively, the "Chapter 11 Representatives" and together with the Canadian Representatives, the "Estate Representatives") shall (subject to paragraph 19) be subject to the sole and exclusive jurisdiction of the U.S. Court with respect to all matters, including: (a) the Chapter 11 Representatives' tenure in office; (b) the retention and compensation of the Chapter 11 Representatives; (c) the Chapter 11 Representatives' liability, if any, to any person or entity, including the U.S. Debtors and any third parties, in connection with the Insolvency Proceedings; and (d) the hearing and determination of any other matters relating to the Chapter 11 Representatives arising in the U.S. Proceedings under the Bankruptcy Code or any other applicable laws of the United States. The Chapter 11 Representatives shall not be required to seek approval of their retention in the Canadian Court and (a) shall be compensated for their services to the U.S. Debtors solely in accordance with the Bankruptcy Code and any other applicable laws of the United States or orders of the U.S. Court; and (b) shall not be required to seek approval of their compensation for services performed for the U.S. Debtors in the Canadian Court.

23. Any professionals retained by the Debtors solely in connection with the Canadian Proceedings, including in each case, without limitation, counsel and financial advisors (collectively, the "Canadian Professionals"), shall be subject to the sole and exclusive jurisdiction of the Canadian Court and shall: (a) be subject to the procedures and standards for retention and compensation applicable in the Canadian Court under the CCAA, the Canadian

Order and any other applicable Canadian law or orders of the Canadian Court with respect to services performed on behalf of the Debtors; and (b) not be required to seek approval of their retention or compensation in the U.S. Court.

24. Any professionals retained by the Debtors solely in connection with the U.S. Proceedings, including in each case, without limitation, counsel and financial advisors (collectively, the "U.S. Professionals") shall be subject to the sole and exclusive jurisdiction of the U.S. Court and shall: (a) be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the United States or orders of the U.S. Court with respect to services performed on behalf of the Debtors; and (b) not be required to seek approval of their retention or compensation in the Canadian Court.

24.1 Any professionals retained by the Debtors in connection with both the Canadian and U.S. Proceedings shall be subject to the jurisdiction of both the Canadian and U.S. Courts and shall be subject to the procedures and standards for retention and compensation applicable in the Canadian Court under the CCAA, the Canadian Order and any other applicable Canadian law or orders of the Canadian Court with respect to services performed on behalf of the Debtors in connection with the Canadian Proceedings; and shall be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the United States or orders of the U.S. Court with respect to services performed on behalf of the Debtors in connection with the U.S. Proceedings.

25. Subject to paragraph 19 herein, any professional retained by an official committee appointed by the U.S. Trustee including in each case, without limitation, counsel and financial advisors (collectively, the "Committee Professionals") shall be subject to the sole and

exclusive jurisdiction of the U.S. Court. Such Committee Professionals shall: (a) be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the United States or orders of the U.S. Court; and (b) not be required to seek approval of their retention or compensation in the Canadian Court or any other court.

H. Notice

26. Notice of any motion, application or other Pleading or court materials (collectively the "Court Documents") filed in one or both of the Insolvency Proceedings involving or relating to matters addressed by this Protocol and notice of any related hearings or other proceedings shall be given by appropriate means (including, where circumstances warrant, by courier, telecopier or other electronic forms of communication) to the following: (a) all creditors and interested parties, in accordance with the practice of the jurisdiction where the Court Documents are filed or the proceedings are to occur; and (b) to the extent not otherwise entitled to receive notice under clause (a) of this sentence, counsel to the Debtors; the U.S. Trustee; the Monitor; any official committee appointed in the Insolvency Proceedings and such other parties as may be designated by either of the Courts from time to time. Notice in accordance with this paragraph shall be given by the party otherwise responsible for effecting notice in the jurisdiction where the underlying Court Documents are filed or the proceedings are to occur. In addition to the foregoing, upon request, the U.S. Debtors or the Canadian Debtors shall provide the U.S. Court or the Canadian Court, as the case may be, with copies of any orders, decisions, opinions or similar papers issued by the other Court in the Insolvency Proceedings.

27. When any cross-border issues or matters addressed by this Protocol are to be addressed before or considered by a Court, notices shall be provided in the manner and to the parties referred to in paragraph 26 above.

I. Effectiveness; Modification

28. This Protocol shall become effective only upon its approval by both the U.S. Court and the Canadian Court.

29. This Protocol may not be supplemented, modified, terminated, or replaced in any manner except upon the approval of both the U.S. Court and the Canadian Court after notice and a hearing. Notice of any legal proceeding to supplement, modify, terminate or replace this Protocol shall be given in accordance with the notice provisions set forth above.

J. Procedure for Resolving Disputes Under this Protocol

30. Disputes relating to the terms, intent or application of this Protocol may be addressed by interested parties to the U.S. Court, the Canadian Court or both Courts upon notice in accordance with the notice provisions outlined in paragraph 26 above. In rendering a determination in any such dispute, the Court to which the issue is addressed: (a) shall consult with the other Court; and (b) may, in its sole and exclusive discretion, either: (i) render a binding decision after such consultation; (ii) defer to the determination of the other Court by transferring the matter, in whole or in part, to such other Court; or (iii) seek a Joint Hearing of both Courts in accordance with paragraph 12 above. Notwithstanding the foregoing, in making a determination under this paragraph, each Court shall give due consideration to the independence, comity and inherent jurisdiction of the other Court established under existing law.

31. In implementing the terms of this Protocol, the U.S. Court and the Canadian Court may, in their sole, respective discretion, provide advice or guidance to each other with respect to legal issues in accordance with the following procedures:

a. the U.S. Court or the Canadian Court, as applicable, may determine that such advice or guidance is appropriate under the circumstances;

b. the Court issuing such advice or guidance shall provide it to the non-issuing Court in writing;

c. copies of such written advice or guidance shall be served by the applicable Court in accordance with paragraph 26 hereof;

d. the Courts may jointly decide to invite the Debtors, the Creditors Committee, the Estate Representatives, the U.S. Trustee and any other affected or interested party to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court; and

e. for clarity, the provisions of this paragraph shall not be construed to restrict the ability of either Court to confer as provided in paragraph 12 above whenever it deems it appropriate to do so.

K. Preservation of Rights

32. Except as specifically provided herein, neither the terms of this Protocol nor any actions taken under the terms of this Protocol shall: (a) prejudice or affect the powers, rights, claims and defenses of the Debtors and their estates or their professionals, any official committee, the U.S. Trustee or any of the Debtors' creditors under applicable law, including, without limitation, the Bankruptcy Code, the CCAA, and the orders of the Courts; or (b) preclude or prejudice the rights of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of Canada or the United States.

Schedule A
(Guidelines)

Guidelines
Applicable to Court-to-Court Communications in Cross-Border Cases

Introduction:

One of the most essential elements of cooperation in cross-border cases is communication among the administrating authorities of the countries involved. Because of the importance of the courts in insolvency and reorganization proceedings, it is even more essential that the supervising courts be able to coordinate their activities to assure the maximum available benefit for the stakeholders of financially troubled enterprises.

These Guidelines are intended to enhance coordination and harmonization of insolvency proceedings that involve more than one country through communications among the jurisdictions involved. Communications by judges directly with judges or administrators in a foreign country, however, raise issues of credibility and proper procedures. The context alone is likely to create concern in litigants unless the process is transparent and clearly fair. Thus, communication among courts in cross-border cases is both more important and more sensitive than in domestic cases. These Guidelines encourage such communications while channeling them through transparent procedures. The Guidelines are meant to permit rapid cooperation in a developing insolvency case while ensuring due process to all concerned.

A Court intending to employ the Guidelines — in whole or part, with or without modifications — should adopt them formally before applying them. A Court may wish to make its adoption of the Guidelines contingent upon, or temporary until, their adoption by other courts concerned in the matter. The adopting

Court may want to make adoption or continuance conditional upon adoption of the Guidelines by the other Court in a substantially similar form, to ensure that judges, counsel, and parties are not subject to different standards of conduct.

The Guidelines should be adopted following such notice to the parties and counsel as would be given under local procedures with regard to any important procedural decision under similar circumstances. If communication with other courts is urgently needed, the local procedures, including notice requirements, that are used in urgent or emergency situations should be employed, including, if appropriate, an initial period of effectiveness, followed by further consideration of the Guidelines at a later time. Questions about the parties entitled to such notice (for example, all parties or representative parties or representative counsel) and the nature of the court's consideration of any objections (for example, with or without a hearing) are governed by the Rules of Procedure in each jurisdiction and are not addressed in the Guidelines.

The Guidelines are not meant to be static, but are meant to be adapted and modified to fit the circumstances of individual cases and to change and evolve as the international insolvency community gains experience from working with them. They are to apply only in a manner that is consistent with local procedures and local ethical requirements. They do not address the details of notice and procedure that depend upon the law and practice in each jurisdiction. However, the Guidelines represent approaches that are likely to be highly useful in achieving efficient and just resolutions of cross-border insolvency issues. Their use, with such modifications and under such circumstances as may be appropriate in a particular case, is therefore recommended.

Guideline 1

Except in circumstances of urgency, prior to a communication with another Court, the Court should be satisfied that such a communication is consistent with all applicable Rules of Procedure in its country. Where a Court intends to apply these Guidelines (in whole or in part and with or without modifications), the Guidelines to be employed should, wherever possible, be formally adopted before they are applied. Coordination of Guidelines between courts is desirable and officials of both courts may communicate in accordance with Guideline 8(d) with regard to the application and implementation of the Guidelines.

Guideline 2

A Court may communicate with another Court in connection with matters relating to proceedings before it for the purposes of coordinating and harmonizing proceedings before it with those in the other jurisdiction.

Guideline 3

A Court may communicate with an Insolvency Administrator in another jurisdiction or an authorized Representative of the Court in that jurisdiction in connection with the coordination and harmonization of the proceedings before it with the proceedings in the other jurisdiction.

Guideline 4

A Court may permit a duly authorized Insolvency Administrator to communicate with a foreign Court directly, subject to the approval of the foreign Court, or through an Insolvency Administrator in the other jurisdiction or through an autho-

rized Representative of the foreign Court on such terms as the Court considers appropriate.

Guideline 5

A Court may receive communications from a foreign Court or from an authorized Representative of the foreign Court or from a foreign Insolvency Administrator and should respond directly if the communication is from a foreign Court (subject to Guideline 7 in the case of two-way communications) and may respond directly or through an authorized Representative of the Court or through a duly authorized Insolvency Administrator if the communication is from a foreign Insolvency Administrator, subject to local rules concerning ex parte communications.

Guideline 6

Communications from a Court to another Court may take place by or through the Court:

(a) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings, or other documents directly to the other Court and providing advance notice to counsel for affected parties in such manner as the Court considers appropriate;

(b) Directing counsel or a foreign or domestic Insolvency Administrator to transmit or deliver copies of documents, pleadings, affidavits, factums, briefs, or other documents that are filed or to be filed with the Court to the other Court in such fashion as may be appropriate and providing advance notice to counsel for affect-

ed parties in such manner as the Court considers appropriate;

(c) Participating in two-way communications with the other Court by telephone or video conference call or other electronic means, in which case Guideline 7 should apply.

Guideline 7

In the event of communications between the Courts in accordance with Guidelines 2 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by either of the two Courts:

(a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;

(b) The communication between the Courts should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of both Courts, should be treated as an official transcript of the communication;

(c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of either Court, and of any official transcript prepared from a recording should be filed as part of the record in the proceedings and made available to counsel for all parties in both

Courts subject to such Directions as to confidentiality as the Courts may consider appropriate; and

(d) The time and place for communications between the Courts should be to the satisfaction of both Courts. Personnel other than Judges in each Court may communicate fully with each other to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by either of the Courts.

Guideline 8

In the event of communications between the Court and an authorized Representative of the foreign Court or a foreign Insolvency Administrator in accordance with Guidelines 3 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by the Court:

(a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;

(b) The communication should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of the Court, can be treated as an official transcript of the communication;

(c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of the Court, and of any official tran-

script prepared from a recording should be filed as part of the record in the proceedings and made available to the other Court and to counsel for all parties in both Courts subject to such Directions as to confidentiality as the Court may consider appropriate; and

(d) The time and place for the communication should be to the satisfaction of the Court. Personnel of the Court other than Judges may communicate fully with the authorized Representative of the foreign Court or the foreign Insolvency Administrator to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by the Court.

Guldeline 9

A Court may conduct a joint hearing with another Court. In connection with any such joint hearing, the following should apply, unless otherwise ordered or unless otherwise provided in any previously approved Protocol applicable to such joint hearing:

(a) Each Court should be able to simultaneously hear the proceedings in the other Court.

(b) Evidentiary or written materials filed or to be filed in one Court should, in accordance with the Directions of that Court, be transmitted to the other Court or made available electronically in a publicly accessible system in advance of the hearing. Transmittal of such material to the other Court or its public availability in an electronic system should not subject the party filing the material in one Court to the jurisdiction of the other Court.

(c) Submissions or applications by the representative of any party should be made only to the Court in which the representative making the submissions is appearing unless the representative is specifically given permission by the other Court to make submissions to it.

(d) Subject to Guideline 7(b), the Court should be entitled to communicate with the other Court in advance of a joint hearing, with or without counsel being present, to establish Guidelines for the orderly making of submissions and rendering of decisions by the Courts, and to coordinate and resolve any procedural, administrative, or preliminary matters relating to the joint hearing.

(e) Subject to Guideline 7(b), the Court, subsequent to the joint hearing, should be entitled to communicate with the other Court, with or without counsel present, for the purpose of determining whether coordinated orders could be made by both Courts and to coordinate and resolve any procedural or nonsubstantive matters relating to the joint hearing.

Guideline 10

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, recognize and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in the other jurisdiction without the need for further proof or exemplification thereof.

Guideline 11

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, accept that Orders made in the proceedings in the other jurisdiction were duly and properly made or entered on or about their respective dates and accept that such Orders require no further proof or exemplification for purposes of the proceedings before it, subject to all such proper reservations as in the opinion of the Court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such Orders.

Guideline 12

The Court may coordinate proceedings before it with proceedings in another jurisdiction by establishing a Service List that may include parties that are entitled to receive notice of proceedings before the Court in the other jurisdiction ("Non-Resident Parties"). All notices, applications, motions, and other materials served for purposes of the proceedings before the Court may be ordered to also be provided to or served on the Non-Resident Parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the Court in accordance with the procedures applicable in the Court.

Guideline 13

The Court may issue an Order or issue Directions permitting the foreign Insolvency Administrator or a representative of creditors in the proceedings in the other jurisdiction or an authorized

Representative of the Court in the other jurisdiction to appear and be heard by the Court without thereby becoming subject to the jurisdiction of the Court.

Guideline 14

The Court may direct that any stay of proceedings affecting the parties before it shall, subject to further order of the Court, not apply to applications or motions brought by such parties before the other Court or that relief be granted to permit such parties to bring such applications or motions before the other Court on such terms and conditions as it considers appropriate. Court-to-Court communications in accordance with Guidelines 6 and 7 hereof may take place if an application or motion brought before the Court affects or might affect issues or proceedings in the Court in the other jurisdiction.

Guideline 15

A Court may communicate with a Court in another jurisdiction or with an authorized Representative of such Court in the manner prescribed by these Guidelines for purposes of coordinating and harmonizing proceedings before it with proceedings in the other jurisdiction regardless of the form of the proceedings before it or before the other Court wherever there is commonality among the issues and/or the parties in the proceedings. The Court should, absent compelling reasons to the contrary, so communicate with the Court in the other jurisdiction where the interests of justice so require.

Guideline 16

Directions issued by the Court under these Guidelines are subject to such amendments, modifications, and extensions as

may be considered appropriate by the Court for the purposes described above and to reflect the changes and developments from time to time in the proceedings before it and before the other Court. Any Directions may be supplemented, modified, and restated from time to time and such modifications, amendments, and restatements should become effective upon being accepted by both Courts. If either Court intends to supplement, change, or abrogate Directions issued under these Guidelines in the absence of joint approval by both Courts, the Court should give the other Courts involved reasonable notice of its intention to do so.

Guideline 17

Arrangements contemplated under these Guidelines do not constitute a compromise or waiver by the Court of any powers, responsibilities, or authority and do not constitute a substantive determination of any matter in controversy before the Court or before the other Court nor a waiver by any of the parties of any of their substantive rights and claims or a diminution of the effect of any of the Orders made by the Court or the other Court.

Action No. 0901-13483

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

AMENDED AND RESTATED INITIAL ORDER

FRASER MILNER CASGRAIN LLP
Barristers and Solicitors

15th Floor Bankers Court
850 2 Street SW
Calgary, Alberta
T2P 0R8
Solicitors: David W. Mann/Derek M. Pontin
Telephone: (403) 268-7097/(403) 268-6301
Facsimile: (403) 268-3100

1 First Canadian Place
100 King Street West
Toronto, ON
M5X 1B2
Solicitors: R. Shayne Kukulowicz/Michael J. Wunder
Direct Line: (416) 863-4740/(416) 863-4715
Fax: 416-863-4592

File: 539728-1

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EXHIBIT "D"