

Action No. 0901-13483

**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.**

EIGHTH REPORT OF THE MONITOR
March 15, 2010

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.

EIGHTH REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA ULC
IN ITS CAPACITY AS MONITOR

INTRODUCTION

1. On September 8, 2009, Trident Exploration Corp. (“**TEC**”), Fort Energy Corp. (“**Fort**”), Fenenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd., Trident Resources Corp. (“**TRC**”), Trident CBM Corp., Aurora Energy LLC, Nexgen Energy Canada, Inc. and Trident USA Corp. (collectively, the “**Applicants**”) made an application under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) and an initial order (the “**Initial Order**”) was made by the Honourable Mr. Justice Hawco of the Court of Queen’s Bench of Alberta, judicial district of Calgary (the “**Court**”) granting, *inter alia*, a stay of proceedings against the Applicants until October 7, 2009, (the “**Stay Period**”) and appointing FTI Consulting Canada ULC as monitor (the “**Monitor**”). The proceedings commenced by the Applicants under the CCAA will be referred to herein as the “**CCAA Proceedings**”.

2. Also on September 8, 2009, TRC, Trident CBM Corp., Aurora Energy LLC, Nexgen Energy Canada, Inc. and Trident USA Corp. (collectively, the “**US Debtors**”) commenced proceedings (the “**Chapter 11 Proceedings**”) under Chapter 11, Title 11 of the *United States Code* in the United States Bankruptcy Court, District of Delaware (the “**US Court**”). The case has been assigned to the Honourable Judge Mary F. Walrath.
3. On October 6, 2009, the Honourable Madam Justice Romaine granted an order *inter alia* extending the Stay Period to December 4, 2009, and, subject to the parties agreeing the wording of certain paragraphs, amending and restating the Initial Order. The wording was finalized and the order was entered on November 24, 2009, (the “**Amended and Restated Initial Order**”). The Stay Period has been extended a number of times and currently expires on May 6, 2010, pursuant to the Order of the Honourable Madam Justice Romaine granted February 19, 2010.
4. At a joint hearing held on February 19, 2010, the Court and the US Court approved a process for the solicitation of offers for the sponsorship of a plan of compromise and arrangement in the CCAA Proceedings and a plan of reorganization in the Chapter 11 Proceedings (together, a “**Restructuring Plan**”) or the acquisition of the business and assets of the Applicants (all of the above being the “**SISP**”). At the same hearing, the Court and the US Court approved the Commitment Letter between the Applicants and certain of the 06 Lenders and certain of the 07 Lenders, which provides a “back-stop” equity commitment of US\$200 million.
5. The purpose of this, the Monitor’s Eighth Report, is to inform the Court on the following:
 - (a) Events in the Chapter 11 Proceedings since February 18, 2010, the date of the Monitor’s Seventh Report;

- (b) The receipts and disbursements of the Applicants for the period from the February 6 to March 5, 2010;
 - (c) An update on the total sales of redundant or non-material assets pursuant to paragraph 10(a) of the Amended and Restated Initial Order;
 - (d) An update on payments made by the Applicants pursuant to paragraph 13 of the Amended and Restated Initial Order;
 - (e) The agreement between the Applicants and the Required Lenders to briefly adjourn the Applicants' motion in respect of the approval of the engagement of Rothschild Inc. (the "Rothschild Motion") to a date on or before March 29, 2010, subject to Court availability; and
 - (f) The Applicants' request for an Order approving a procedure for the submission, evaluation and adjudication of claims against the Applicants (the "**Claims Procedure**").
6. In preparing this report, the Monitor has relied upon unaudited financial information of the Applicants, the Applicants' books and records, certain financial information prepared by the Applicants and discussions with the Applicants' management and advisors. The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information. Accordingly, the Monitor expresses no opinion or other form of assurance on the information contained in this report or relied on in its preparation. Future oriented financial information reported or relied on in preparing this report is based on management's assumptions regarding future events; actual results may vary from forecast and such variations may be material.

7. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Amended and Restated Order or in the Monitor's previous reports.

EVENTS IN THE CHAPTER 11 PROCEEDINGS

8. Since February 18, 2010, the date of the Monitor's Seventh Report, there has been the following activity in the Chapter 11 Proceedings:
 - (a) On February 19, 2010 a joint hearing was held with the CCAA Court, at which hearing the Commitment Letter, the SISP and the Equity Put Fee, all as described in the Monitor's Seventh Report to the Court, were approved;
 - (b) On February 26, 2010 a notice of cancellation was filed in respect of the Omnibus hearing scheduled for March 3, 2010;
 - (c) On March 2, 2010 the Debtor in Possession Monthly Operating Report for the Filing Period ending January 31, 2010 was filed by TRC;
 - (d) On March 4, 2010 the US Applicants filed a Motion to Approve the Setting of Final Dates for Filing of Proofs of Claim (requested to be April 26, 2010) and Establishing a Procedure for Filing of Proofs of Claim;
 - (e) Also on March 4, 2010, a Notice of Intent to Purchase, Acquire or Otherwise Obtain Beneficial Ownership of Stock or Options (Amended) was filed by the Ad Hoc Committee of the Preferred Stockholders;

- (f) Also on March 4, 2010, the Claims Register in respect of the US Applicants was made available for viewing by the Garden City Group; and
- (g) On March 5, 2010 a Notice of Intent to Purchase, Acquire or Otherwise Obtain Beneficial Ownership of Stock or Options was filed by Edgestone Capital Mezzanine Fund II Nominee Inc. and Edgestone Capital Mezzanine II Partners Inc.

RECEIPTS & DISBURSEMENTS FOR THE PERIOD TO MARCH 5, 2010

9. The Applicants' actual cash flow on a consolidated basis for the period from February 5 to March 5, 2010, was approximately \$10.6 million below the February 11 Forecast, which was filed as Appendix B to the Monitor's Seventh Report, as summarized below:

	Forecast	Actual	Variance
	\$000	\$000	\$000
Receipts:			
Production Revenue	17,319	17,397	78
Receivable Collections	6,739	2,514	(4,225)
Hedge Receivable Collections	0	0	0
DIP Proceeds	0	0	0
Total Receipts	24,058	19,911	(4,147)
Disbursements:			
Royalties	0	409	(409)
Opex	5,965	7,749	(1,784)
G&A	1,806	2,598	(792)
Capex	3,567	7,933	(4,366)
Restructuring Fees	2,124	1,230	894
Contractual/Regulatory Deposits	0	0	0
Interest	11,235	11,263	(28)
DIP Finance Costs	0	0	0
Total Disbursements	24,697	31,182	(6,485)
Net Cash Flow	(639)	(11,271)	(10,632)
Opening Cash	38,021	38,021	0
Net Cash Flow	(639)	(11,271)	(10,632)
Closing Cash	37,382	26,750	(10,632)

10. Explanations for the key variances in actual receipts and disbursements as compared to the February 11 Forecast are as follows:

- (a) There was an adverse variance of \$4.2 million in receivable collections in the period of which \$5.9 million is timing differences arising from the Monitor holding funds pursuant to the Nexen Agreement as described in previous reports, offset by positive collections of \$1.7 million related to collections from other joint operators. The Applicants are working with the Monitor in respect of the funds held under the Nexen Agreement and the entire variance is expected to reverse in future periods;
- (b) The unfavourable variance of \$1.8 million in operating expenditures comprises of a permanent variance of \$0.3 million due to higher than forecast operating expenses incurred at the Company's newest operating area in British Columbia with the balance of \$1.5 million being a timing difference expected to reverse in future periods;
- (c) The adverse variance of \$0.8 million in general and administration costs is made up of a \$0.1 million payment for capital taxes which was not included in the forecast and is a permanent variance, the balance is relates to the timing of payments and is a timing difference that will reverse;
- (d) The unfavourable variance of \$4.4 million in capital expenditures comprises of a permanent variance of approximately \$1.4 million for cost overruns on pump replacements in the Mannville production area, \$2.0 million of higher than forecast costs relating to the Company's portion of non-operated activities in the Horseshoe Canyon field where new production is being brought online and \$1.0 million of timing difference due to timing of payments; and

- (e) The favourable variance of \$0.9 million in restructuring fees is a combination of a permanent variance of \$0.1 million as fees were lower than forecast and a timing variance of \$0.8 million expected to reverse in future periods.

SALE OF REDUNDANT OR NON-MATERIAL ASSETS

11. Pursuant to paragraph 10(a) of the Amended and Restated Initial Order, the Applicants are authorized, subject to the prior consent of the Monitor, to dispose of redundant or non-material assets not exceeding \$1 million.
12. To date, the Monitor has consented to the following disposals of redundant or non-material assets:

Item	Price/Value
	\$000
Disposal of interest in land parcels (See 4th Report)	0.0
Redundant generating equipment	278.0
Redundant metering and separation equipment	100.5
Redundant compression equipment	4.3
Redundant piping	66.3
Redundant pumping	100.0
Total	549.1

PAYMENTS MADE UNDER PARAGRAPH 13 OF THE AMENDED AND RESTATED INITIAL ORDER

13. In its Seventh Report, the Monitor provided an update on payments of pre-filing liabilities made pursuant to paragraph 13 of the Initial Order. Additional payments have been made and since the date of the Seventh Report, summarized as follows:

Item	Paid	To be Paid	Total
Balance per Seventh Report	\$782,108.95	\$885,967.06	\$1,668,076.01
Crown Royalties			\$0.00
Freehold Royalties			\$0.00
Total Royalties	\$782,108.95	\$885,967.06	\$1,668,076.01
Balance per Seventh Report	\$774,671.08	\$169,346.00	\$944,017.08
Surface/ Mineral rights	\$1,070.00		\$1,070.00
Gas Processors			\$0.00
Gas Purchase Sale	\$188.00		\$188.00
Other			\$0.00
Total Other	\$775,929.08	\$169,346.00	\$945,275.08

ADJOURNMENT OF THE ROTHSCHILD MOTION

14. The Applicants and the Required Lenders have agreed to a brief adjournment of the Rothschild Motion, for which the Applicants filed materials on March 12, 2010, on the following terms:
- (a) The Required Lenders will file materials by March 17, 2010;
 - (b) The Applicants' reply materials shall be served by 5:00pm Eastern Time on March 18, 2010;
 - (c) Cross-examinations, if any, will occur on March 19, 2010 or such other date as the parties may agree; and
 - (d) The Rothschild Motion shall be heard on March 25, 26, 29, 30, or 31 2010, subject to Court availability, with the Applicants' preference being early in the week of March 29, 2010 if the Court is available.

- 15.

APPLICANTS' REQUEST FOR APPROVAL OF THE CLAIMS PROCEDURE

16. In order for the Applicants' to complete their restructuring, it will be necessary to determine the claims of creditors in the estates. The Commitment Letter requires that any Restructuring Plan be implemented by July 2, 2010. Accordingly, the Applicants now seek approval of the Claims Procedure in the form of the draft Order attached hereto as Appendix A. Defined terms used in this section of this report not otherwise defined are as defined in the Claims Procedure. Capitalized terms used in this section of this report not otherwise defined are as defined in the Claims Procedure.
17. Pursuant to the Claims Procedure, the Applicants propose April 26, 2010 as the Claims Bar Date so as to make the Claims Bar Date in the CCAA Proceedings the same as the date requested and expected to be approved the Chapter 11 Proceedings.
18. FTI Consulting has developed a proprietary database for the secure on-line filing, review, dispute and adjudication of claims which can be accessed at <https://emsi.ftitools.com/trident> (the "FTI Claims Site"). The FTI Claims Site is a secure and user-friendly web-based application and the Monitor believes that its use will make it easier for creditors to submit their claims and supporting documentation and will significantly streamline the administration of the Claims Procedure, resulting in efficiencies and cost savings. The process for the determination of claims follows that of a traditional paper-based claims process, but creditors will be able to submit their claim electronically and correspondence between the Claimant and the Monitor occurs via email rather than with paper forms. It is proposed that the FTI Claims Site be used for the administration of the Claims Procedure.

THE FTI CLAIMS SITE

19. On accessing the FTI Claims Site for the first time, a creditor will create a unique username and password. Username and password recovery utilities are available in the event that any creditor forgets their username or password. Each creditor is restricted to viewing and editing only its own claim information.
20. Once logged in, the creditor will provide its primary contact information as well as other parties that it wishes to be provided notifications in respect of the Claims Procedure, for example other individuals within the organization or the creditor's legal counsel. The creditor may designate the level of notice that each contact receives, for example, whether the contact is to be copied on all correspondence, receive notices only.
21. Once a creditor's contact details have been submitted, the creditor has the option to submit one or multiple claims by selecting the option "Start Claim/Dispute". The creditor is required to submit specific information in respect of each claim including:
 - (a) The amount of the claim;
 - (b) The currency of the claim;
 - (c) The type of claim (i.e. Pre-Filing Claim or Subsequent Claim);
 - (d) Whether the claim is secured or unsecured and, if secured, the nature of the security); and
 - (e) The category of the claim (e.g. trade creditor, former employee, landlord etc).

22. The FTI Claims Site saves automatically as information is input, allowing the creditor to leave and return to the process. Having entered a claim, the creditor has the option of submitting additional claims following the same procedure, for example if a creditor has claims against different Applicants, if a creditor has both an unsecured claim and a secured claim or if a creditor has both a Pre-Filing Claim and a Subsequent Claim . Claims are submitted only when the creditor clicks the “Save and Submit” button. The creditor is also able to provide commentary to the Monitor to assist in the review and adjudication of their claim and to attach the appropriate supporting documentation electronically for each claim filed.
23. Once a creditor has submitted a claim, the FTI Claims Site issues an automatic notification to the creditor’s designated email to inform them that their claim has been received by the Monitor. In addition, the Monitor is notified that a claim has been filed and requires review and adjudication.
24. Although each creditor will receive a notification as the status of their claim is amended, for example when the claim is accepted by the Monitor, the creditor also has the ability to access the site at any point during the process to determine if their claim has been adjudicated.
25. The Monitor reviews the claim and the supporting documentation and provides details of any revision or disallowance on the FTI Claims Site. Once the Monitor has completed its review, a notification is issued to the creditor. Upon receiving such notification, the creditor can access the site, review the information provided by the Monitor and indicate whether they accept or dispute the Monitor’s assessment of their claim.
26. The Monitor can grant any Claims Officer appointed access to the FTI Claims Site to facilitate the Claims Officer’s review and adjudication of any dispute that the Monitor is unable to resolve.

27. Attached as Appendix B is an application overview including a selection of screen shots from the FTI Claims Site showing the online process and the fields that a creditor will be requested to complete in order to submit their claim using the online application. These fields are the same as those typically seen on traditional paper forms.

THE CLAIMS PROCEDURE

Creditors Generally

28. Under the proposed Claims Procedure, the Applicants will provide to the Monitor a list of all Known Creditors and the Monitor will mail to each Known Creditor a Notice to Creditors and a copy of the Claims Procedure. The Notice to Creditors will advise the creditors that they may file a proof of claim online by accessing the FTI Claims Site.
29. The key steps of the Claims Procedure are summarized as follows:
- (a) The Notice to Creditors and the Claims Procedure will be mailed to Known Creditors on or around March 19, 2010, and will be posted on the Monitor's Website from on or around March 17, 2010;
 - (b) The Notice to Creditors will be published in the national edition of the Globe and Mail and the Wall Street Journal on or around March 23, 2010;
 - (c) any Person that wishes to assert a Claim against the Canadian Applicants must file such Claim, together with all relevant supporting documentation in respect of such Claim, via the FTI Claims Site by no later than the Claims Bar Date (being April 26, 2010 or such later date as may be ordered by the Court), failing which such Claim shall be extinguished;

- (d) Each Claim will be reviewed by the Monitor in consultation with the Applicants and the Monitor may revise or disallow the Claim via the FTI Claims Site;
 - (e) If a Claimant disputes the classification or amount of its Claim as set forth by the Monitor and such Claimant intends to contest the revision or disallowance, then such Claimant shall dispute such revision or disallowance via the FTI Claims Site by no later than 5:00 p.m. (Calgary time) on the date that is 15 days after the date of the revision or disallowance by the Monitor or such later date as the Court may order;
 - (f) Following any such dispute, the Monitor may:
 - (i) attempt to consensually resolve the classification and the amount of the Claim with the Claimant;
 - (ii) deliver a Dispute Package to the Claims Officer; and/or
 - (iii) schedule an appointment with the Court for the purpose of scheduling a motion to resolve the Claim and at such motion the Claimant shall be deemed to be the applicant and the Monitor shall be deemed to be the respondent; and
 - (g) Any decision by the Claims Officer may be appealed to the Court.
30. Any Creditor who is unable or unwilling to utilize the FTI Claim Site has the option of providing the relevant data and supporting documentation to the Monitor who will be able to input the data and upload the supporting documentation on the creditors behalf. In addition, the Monitor has the ability to provide notices and correspondence via paper copy to any creditor that is unable or unwilling to provide an email contact address.

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

Senior Secured Lenders

32. For the purposes of the Claims Procedure neither the Agent or any Senior Secured Lenders shall be required to prove the security of the Senior Secured Lenders' Claims as against the Canadian Applicants or their respective property, assets and undertaking as it is acknowledged by the Monitor and the Applicants that the Loan Documents (subject to the assumptions and qualifications contained in the Monitor's Opinion) create a valid security interest in the collateral described in the applicable Loan Documents.
33. By April 9, 2010 the Agent on behalf of the Senior Secured Lenders shall send to the Monitor (with a copy to the Canadian Applicants):
 - (a) A notice (the "Notice of Claim") setting out based upon its records the Claims of the Senior Secured Lenders, including for principal, accrued and unpaid interest, fees, expenses and other amounts owing by the Canadian Applicants under the Loan Documents as at the Filing Date and the rate of interest at which interest accrues on and after the Filing Date under the Loan Documents (collectively, the "Senior Secured Lenders' Claims") together with supporting documentation in respect of fee and expenses.

34. If the Senior Secured Lender's Claims are not disputed by the Monitor then the Senior Secured Lenders' Claims shall be deemed to be finally determined ("**Finally Determined**") and accepted as the Proven Claim of the Senior Secured Lenders.
35. The Monitor, in consultation with the Canadian Applicants, may within 15 Business Days of receipt of the Notice of Claim disallow or revised the amounts set out in the Notice of Claim by sending written notice to the Agent ("**Notice of Dispute**"). If the Monitor does not disallow or revise the amounts set out in the Notice of Claim the Senior Secured Lenders' Claims shall be deemed as set out in the Notice of Claim.
36. If a Notice of Dispute is delivered to the Agent, the Monitor, the Canadian Applicants and the Agent shall have 15 Business Days to reach an agreement in writing as to the amounts of the Senior Secured Lenders' Claims that are subject to the Notice of Dispute, in which case such agreement shall govern and the amounts shall be deemed to be Finally Determined.
37. If a Notice of Dispute is unable to be resolved within the time period set out above, then the Senior Secured Lenders' Claims shall be determined by the Court on a motion for advice and directions to be brought by the Monitor (the "**Dispute Motion**") on notice to all interested parties.
38. The Monitor and the Disputing Claimant shall each use reasonable efforts to have the Disputed Motion, and any appeals therefrom, disposed of expeditiously with a view to having the Claim of the Disputing Claimant Finally Determined on a timely basis.

39. The amount of all recoverable fees, cost and expenses and any other amounts accruing on or after the Filing Date other than post filing interest shall be determined in a process to be agreed to by the Agent (acting on the direction of the Required Lenders), the Canadian Applicants and the Monitor by no later than April 9, 2010, failing which such process shall be determined by order of the Court on a motion for advice and directions to be brought by the Monitor.

06 Lenders and 07 Lenders

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

Recommendation

41. The Monitor believes that the Claims Procedure is appropriate, fair and reasonable in the circumstances and respectfully recommends that the Applicants' request for its approval be granted by the Court.


The Monitor respectfully submits to the Court this, its Eighth Report.

Dated this 15th day of March, 2010.

FTI Consulting Canada ULC

In its capacity as Monitor of

Trident Exploration Corp., Fort Energy Corp., Fenegy 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.



Nigel D. Meakin
Senior Managing Director



Toni Vanderlaan
Managing Director

Appendix A

The Claims Procedure

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

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

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

THE HONOURABLE
JUSTICE B E C ROMAINE

) At the Calgary Court Centre in the City of
) Calgary in the Province of Alberta on the 11
) day of March, 2010

ORDER
(Claims Procedure)

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

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

SERVICE

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

DEFINITIONS

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

- i) **“CCAA Proceedings”** means the proceedings commenced by the Applicants under the CCAA, Court action number 0901 13483;
- j) **“Chapter 11 Proceedings”** means the proceedings commenced by the US Applicants under Chapter 11 of the US Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, case number 09-13150 (MFW);
- k) **“Claims”** means collectively, Pre-Filing Claims and Subsequent Claims and a **“Claim”** means either a Pre-Filing Claim or a Subsequent Claim, as applicable;
- l) **“Claimant”** means a Person asserting a Claim;
- m) **“Claims Bar Date”** means 5:00 p.m. (Calgary time) on April 26, 2010, or any later date ordered by the Court;
- n) **“Claims Officer”** means any individual appointed to act as a Claims Officer for purposes of the Claims Procedure;
- o) **“Claims Procedure”** means the procedures outlined in this Order, including the Schedules;
- p) **“Claims Procedure Order”** means this Order;
- q) **“Court”** means the Court of Queen’s Bench of Alberta in the Judicial Centre of Calgary;
- r) **“Creditor”** means any Person having a Claim;
- s) **“Directors”** means the directors of each of the Applicants;
- t) **“Dispute Motion”** has the meaning set out in paragraph [●];
- u) **“Dispute Package”** means with respect to any Claim, a copy of the information submitted via the FTI Claims Site or otherwise provided to the Monitor in accordance with this Claims Procedure;
- v) **“Excluded Claim”** shall mean (i) any claim secured by the Administration Charge, Directors’ Charge, and Inter-company Charge (as such terms are defined in the Initial Order); (ii) any claim secured by the Retention Plan Charge (as such term is defined in the order granted in the CCAA Proceedings on November 20, 2009; (iii) any claim secured by the Bid Protection Charge (as such term is defined in the order granted in the CCAA Proceedings on February 18, 2010; (iv) any other Claim secured by a court-ordered charge in the CCAA Proceedings arising after the date of the Claims Procedure Order; (v) any claim arising under a contract entered into by any Applicant after the Filing Date or with respect to goods and/or services

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

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

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

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

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

ADMINISTRATION OF THE CLAIMS PROCEDURE

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

CLAIMS AGAINST THE US APPLICANTS

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

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

6. For the purposes of this Claims Procedure, neither the Agent or any Senior Secured Lender shall be required to prove the security of the Senior Secured Lenders' Claims as against the Canadian Applicants or their respective property, assets and undertaking as it is acknowledged by the Monitor (subject to the assumptions and qualifications contained in the Monitor's Opinion) and Trident that the Loan Documents create a valid security interest in the collateral described in the applicable Loan Documents.
7. The submission, evaluation and adjudication of the Senior Secured Lenders' Claims shall be determined in accordance with paragraphs [●] to [●] of this Order.
8. By [April 9, 2010], the Agent on behalf of itself and on behalf of the Senior Secured Lenders, shall send to the Monitor (with a copy to the Canadian Applicants):
 - i) a notice (the "Notice of Claim") setting out based upon its records the Claims of the Senior Secured Lenders and the Agent(s), including for principal, accrued and unpaid interest, fees, expenses and other amounts owing by the Canadian Applicants under the Senior Secured Term Loan Agreement and the Loan

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

- ii) concurrently with the delivery of the Notice of Claim, the Agent shall post a copy of the Notice of Claim to the Agent’s Intralinks site (“**Intralinks**”) maintained by the Agent for the benefit of the Senior Secured Lenders.
9. If the Senior Lenders’ Secured Claims are not disputed by the Monitor pursuant to paragraph [●] then the Senior Secured Lenders’ Claims shall be deemed to be finally determined (“**Finally Determined**”) and accepted as the Proven Claim of the Senior Secured Lenders.
 10. The Monitor, in consultation with the Canadian Applicants, may within fifteen ([15]) Business Days of receipt of the Notice of Claim disallow or revise the amounts set out in the Notice of Claim by sending written notice to the Agent (“**Notice of Dispute**”). If the Monitor does not disallow or revise the amounts set out in the Notice of Claim in accordance with this paragraph the Senior Secured Lenders’ Claims shall be deemed to be as set out in the Notice of Claim.
 11. If a Notice of Dispute is delivered to the Agent, the Monitor, the Canadian Applicants and the Agent shall have [**fifteen (15) Business Days**] to reach an agreement in writing as to the amounts of the Senior Secured Lenders’ Claims that is subject to the Notice of Dispute, in which case such agreement shall govern and the amounts shall be deemed to be Finally Determined.
 12. If a Notice of Dispute is unable to be resolved in the manner or within the time period set out in paragraph [●] above, then the Senior Secured Lenders’ Claims shall be determined by the Court (subject to any rights of appeal) on a motion for advice and directions to be brought by the Monitor (the “**Dispute Motion**”) on notice to all interested parties. The Monitor, the Agent and/or the Required Lenders shall each

- use reasonable efforts to have the Dispute Motion, and any appeals therefrom, disposed of expeditiously with a view to having such Claim Finally Determined on a timely basis.
13. The Agent shall post a copy of this Order on Intralinks within three (3) Business Days of the making of the Order.
 14. The amount of all recoverable fees, cost and expenses and any other amounts accruing on or after the Filing Date other than post filing interest which, for the avoidance of doubt, shall be determined in accordance with paragraphs [●] - [●] above, pursuant to the terms of the Loan Documents (the “**Post-Filing SSL Claims**”) shall be determined in a process to be agreed to by the Agent (acting on the direction of the Required Lenders), the Canadian Applicants and the Monitor by no later than , 2010, failing which such process shall be determined by order of the Court (subject to any rights of appeal) on a motion for advice and directions to be brought by the Monitor on notice to the service list in the CCAA Proceedings. The Post-Filing SSL Claims as Finally Determined shall be in addition to the Senior Secured Lenders’ Claims that have been Finally Determined pursuant to paragraph [●]. To the extent applicable, the process for determining each individual Lender’s pro rata share of the Senior Secured Lenders’ Claim for voting and distribution purposes with respect to a Plan, if any, will be established by further Order of this Court.
 15. Nothing in this Order is intended to effect or shall be construed as affecting the right of any Senior Secured Lender to assign, transfer or grant participation interests in its rights and/or obligations under the Senior Secured Term Credit Agreement and/or the Loan Documents and for greater certainty, paragraphs 35-37 of this Order shall not apply to any such assignments, transfers or participations made by a Senior Secured Lender under the Senior Secured Term Credit Agreement.

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

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

SOLICITATION OF CLAIMS AGAINST THE CANADIAN APPLICANTS

Notice to Creditors

17. On or before 5:00 p.m. (Calgary time) on March 16, 2010 each of the Canadian Applicants shall provide to the Monitor a list of Known Creditors in form satisfactory to the Monitor.
18. The Monitor shall send a copy of the Notice to Creditors and a copy of the Claims Procedure to each Known Creditor by regular prepaid mail or electronic mail on or around March 19, 2010 to the addresses shown on the list of Known Creditors provided by the Canadian Applicants pursuant to paragraph 15 hereof.
19. The Monitor shall cause the Notice to Creditors to be published in each of the Globe and Mail (national edition) and the Wall Street Journal on or around March 23, 2010
20. The Monitor shall cause the Notice to Creditors to be posted on the Monitor's Website from on or around March 17, 2010 until at least the Claims Bar Date.

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

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

Subsequent Claims

23. Forthwith after taking any action that could result in a Subsequent Claim, the Applicants will provide the Monitor with details, in form and content satisfactory to the Monitor, of the Subsequent Claims arising from such action.
24. The Monitor shall send a copy of the Notice to Creditors and a copy of the Claims Procedure to each Subsequent Claimant identified in accordance with the preceding paragraph [●] of the Claims Procedure within three (3) Business Days of the receipt of the information required by paragraph [●].
25. Any Person who does not file a Subsequent Claim against the Canadian Applicants in accordance with this Claims Procedure by the Subsequent Claims Bar Date shall be forever barred from asserting or enforcing such Claim against the Canadian Applicants and the Canadian Applicants shall not have any liability whatsoever in respect of such Subsequent Claim and such Subsequent Claim shall be extinguished, unless otherwise ordered by the Court.

DETERMINATION OF CLAIMS AGAINST THE CANADIAN APPLICANTS

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

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

NOTICE OF TRANSFEREES

35. If a Claimant, a Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, transfers or assigns that Claim to another Person, the Monitor shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of this Order.

36. If a Claimant, a Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant or Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant, or Creditor in accordance with the provisions of this Order.
37. Neither the Applicants nor the Monitor are under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim as applicable in respect of any Claim.
38. Nothing in this Order shall operate to alter, amend, derogate, or supplement the provisions of any inter-creditor agreement or subordination agreement as it pertains to the right of any Claimant (including for greater certainty, the Agent acting on the direction of the Required Lenders) to lodge, file and vote claims on behalf of another Claimant

SUBMISSION OF INFORMATION AND SUPPORTING DOCUMENTATION BY PAPER COPY

39. Any Claimant, Creditor, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of the Claim, that is unwilling or unable to submit information via the FTI Claims Site may instead submit such information by paper copy to the Monitor using the Information Submission Form.

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

GENERAL PROVISIONS

44. The Monitor be and is hereby authorized to appoint one or more individuals to act as the Claims Officer to arbitrate disputed Claims in accordance with the Claims Procedure. The Monitor shall advise as to the identity of the Claims Officer by providing notification of same to the then current service list in the CCAA Proceedings. The Applicants shall pay the reasonable professional fees and disbursements of each Claims Officer in connection with such appointment as Claims Officer on presentation of invoice. Each Claims Officer shall be entitled to a reasonable retainer against its fees and disbursements which shall be paid by the Applicants upon request.
45. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

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

FTI Consulting Canada ULC
In its capacity as Monitor of Trident Exploration Corp., Fort Energy Corp.,
Fenergy Corp., 981384 Albert Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd.,
Trident Resources Corp., Trident CBM Corp., Aurora Energy Corp., Nexgen
Energy Canada Inc., and Trident USA Corp.
79 Wellington St. W.
TD Waterhouse Tower Suite 2010
PO Box 104
Toronto, Ontario M5K 1G8
Attention: Brogan Taylor
Telephone: 416 649-8074 / 403 7701691
Facsimile: 416 649-8101
Email: trident@fticonsulting.com

49. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.
50. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by email, facsimile transmission, personal delivery or courier and any notice or other communication given or made by prepaid mail within the seven (7) day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered. All such notices and communications shall be deemed to have been received, in the case of

notice by email, facsimile transmission, personal delivery or courier prior to 5:00 p.m. (local time) on a Business Day, when received, if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the fourth business day following the date on which such notice or other communication is mailed.

51. The Monitor is authorized to use reasonable discretion as to adequacy of compliance with respect to the manner in which the fields of the FTI Claims Site are completed and executed and may, where it is satisfied that a Claim has been adequately filed or proven, waive strict compliance with the requirements of this Claims Procedure provided that nothing in this Order shall confer upon the Monitor the discretion or ability to accept Claims lodged subsequent to the Claims Bar Date or Subsequent Claims Bar date, as applicable.
52. References to the singular include the plural and to the plural include the singular.

J.C.Q.B.A

ENTERED THIS _____ DAY OF
_____, A.D. 2010.

CLERK OF THE 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. ULC,
FORT ENERGY CORP., FENERGY CORP.,
981384 ALBERTA LTD., 981405 ALBERTA LTD.,
981422 ALBERTA LTD., TRIDENT RESOURCES
CORP., TRIDENT CBM CORP., AURORA
ENERGY LLC, NEXGEN ENERGY CANADA,
INC. AND TRIDENT USA CORP.

ORDER
(Claims Procedure)

FRASER MILNER LLP
Barristers & Solicitors
15th Floor, Bankers Court
850-2nd Street S.W.
Calgary AB T2P 0R8

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

Appendix B

The FTI Claims Site Application Overview

Schedule "1"

NOTICE TO CREDITORS AND OTHERS

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,

R.S.C.1985, c. C-36, as amended

TO: CREDITORS AND TO ANY OTHER PERSON OR PARTIES

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

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Honourable Madame Justice Romaine of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary dated March 16, 2010 (the "Claims Procedure Order").

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

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

Time) on **April 26, 2010** or such other date as ordered by the Court (the “**Claims Bar Date**”).

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

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

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

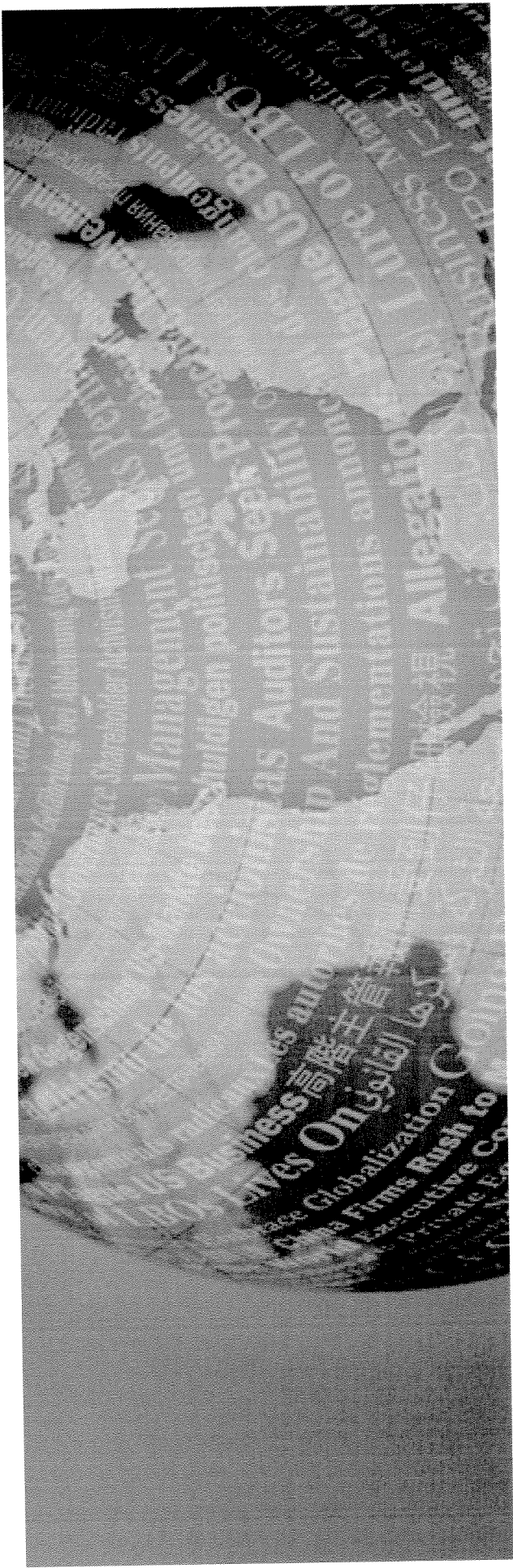
Address of Monitor:

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

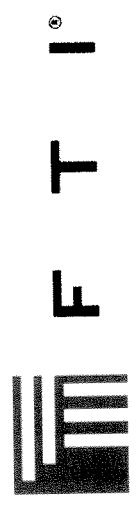
Attention: Mr. Brogan Taylor

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

Dated at _____ this _____ day of _____, 2010.

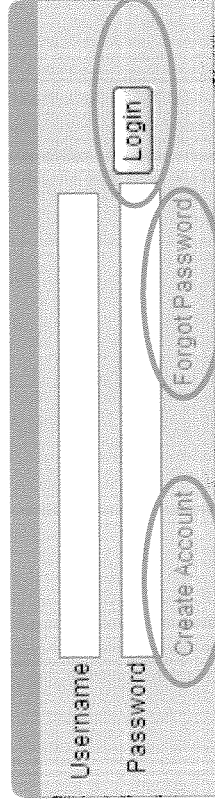


FTI Claims Site Application Overview



FTI Claims Site : Login Page

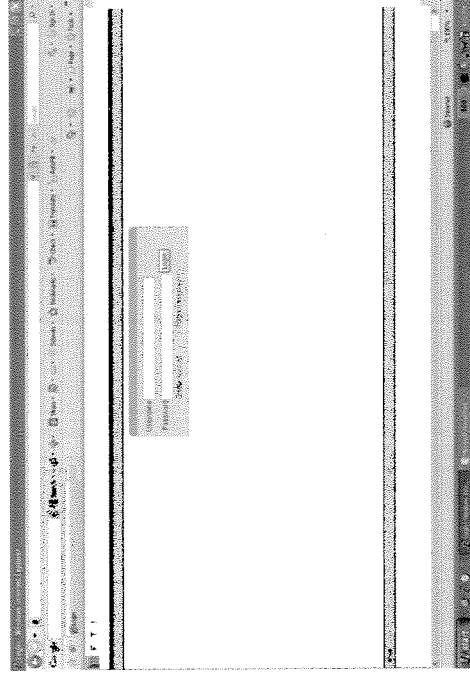
2: Home Page



A diagram of a login page form. It features a 'Username' label above a text input field, a 'Password' label above a password input field, and a 'Login' button. Below the password field are three links: 'Create Account', 'Forgot Password', and 'Recover Password'. Arrows point from the 'Create Account' link to '1A: Create New Account', from the 'Forgot Password' link to '1B: Recover Password', and from the 'Login' button to '2: Home Page'.

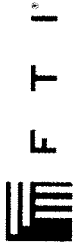
1A: Create New Account

1B: Recover Password




Login requires both a user name and password verification. The overall System utilize Secured Sockets Layer (SSL) technology to secure the communication channel.

FTI Claims Site : Create a New Account



Please enter claimant's contact information



Name

Attn

Address 1

Address 2

City

State/Province

Zip

Country


Phone


Fax


Email

Enter Email Again

Choose a Username

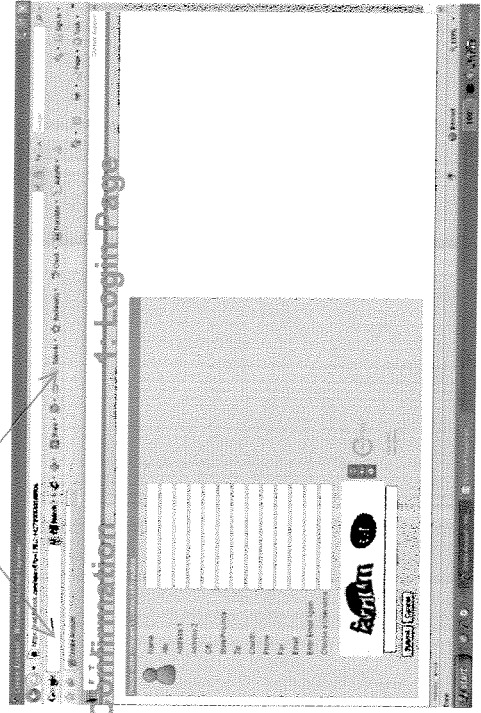




 STOP 2008-11-18 10:00:00 AM

The system provides for any potential claimant to share their information. To begin that process they need to create a new account by filling in the appropriate information.

This page uses special technology to ensure that a person is entering the information and provides an additional layer of information security.



1C: Confirmation Login Page

FTI Claims Site : Recover Password Screen

Password Recovery

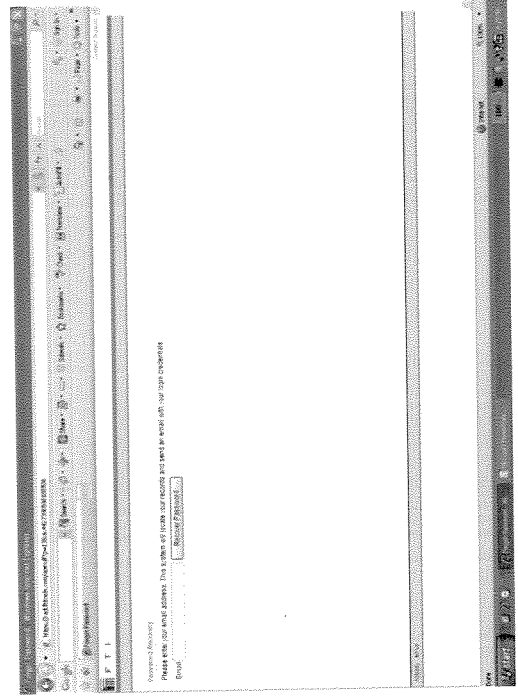
Please enter your email address. This system will locate your records and send an email with your login credentials.

Email

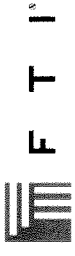
[Recover Password](#)

1C: Confirmation

In the event that a claimant forgets their password, they can enter the appropriate email and the system will send the login credentials to the email on file.



FTI Claims Site : Confirmation

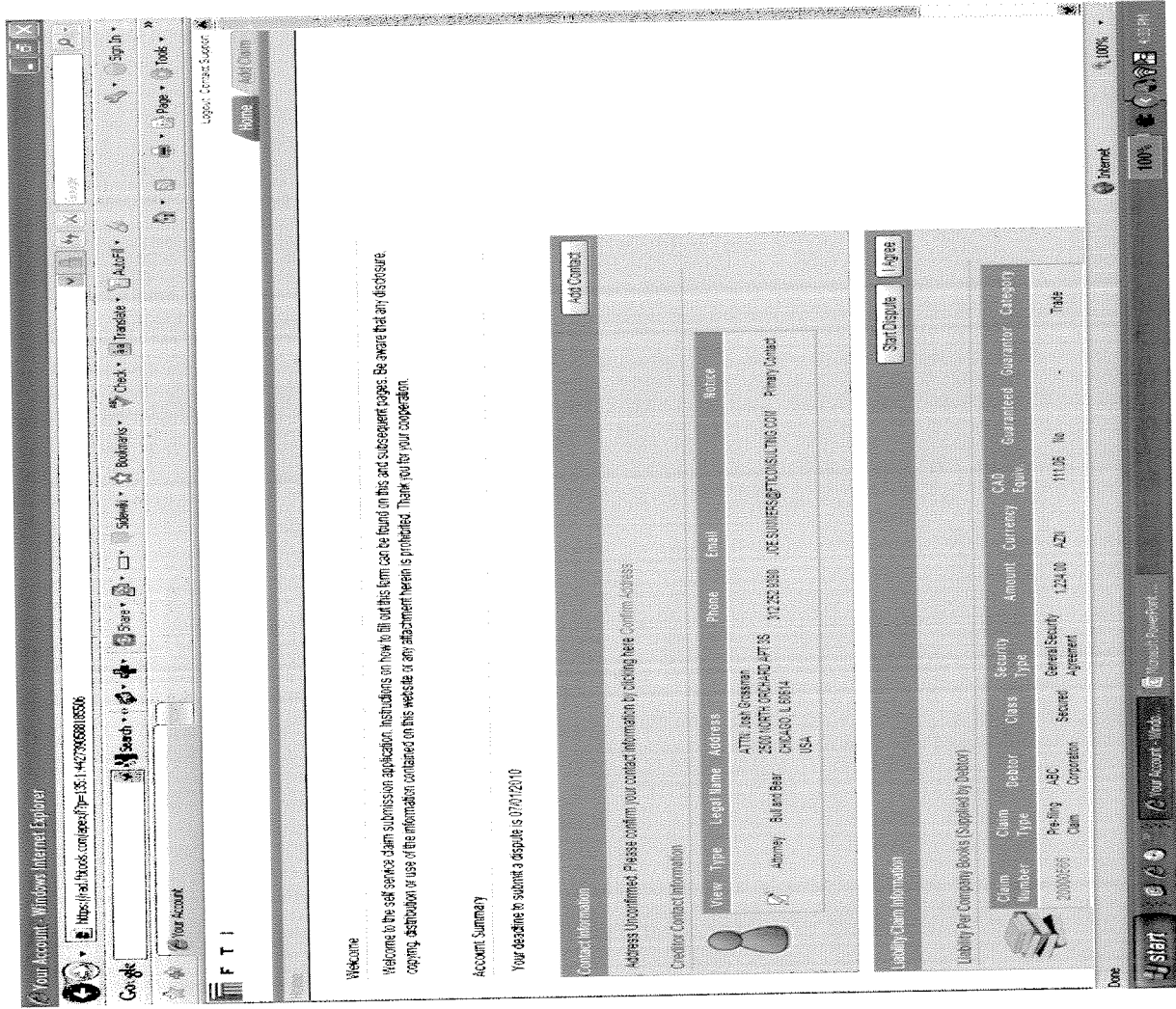
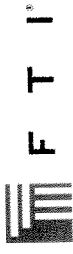


1: Login Page



After they have entered the appropriate information. This screen acknowledges that they should receive login details at the provided email.

FTI Claims Site : Home Screen


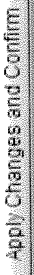


The Home screen is the main page for the claimants to review the information in the system regarding their potential claims. It has two main sections:

1. Contact Information
2. Liability Claim Information

FTI Claims Site : Confirm/Edit Contact Information

Add/Edit Contact Information

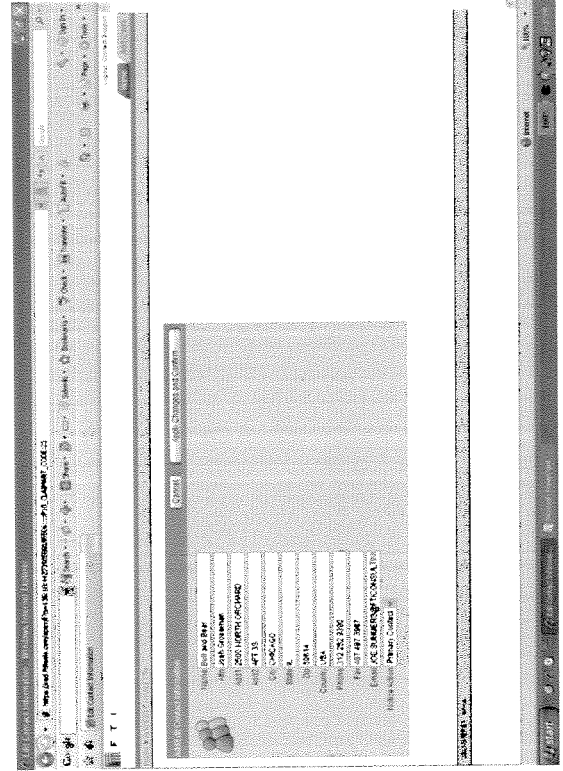
 

2: Home Page (No Changes)

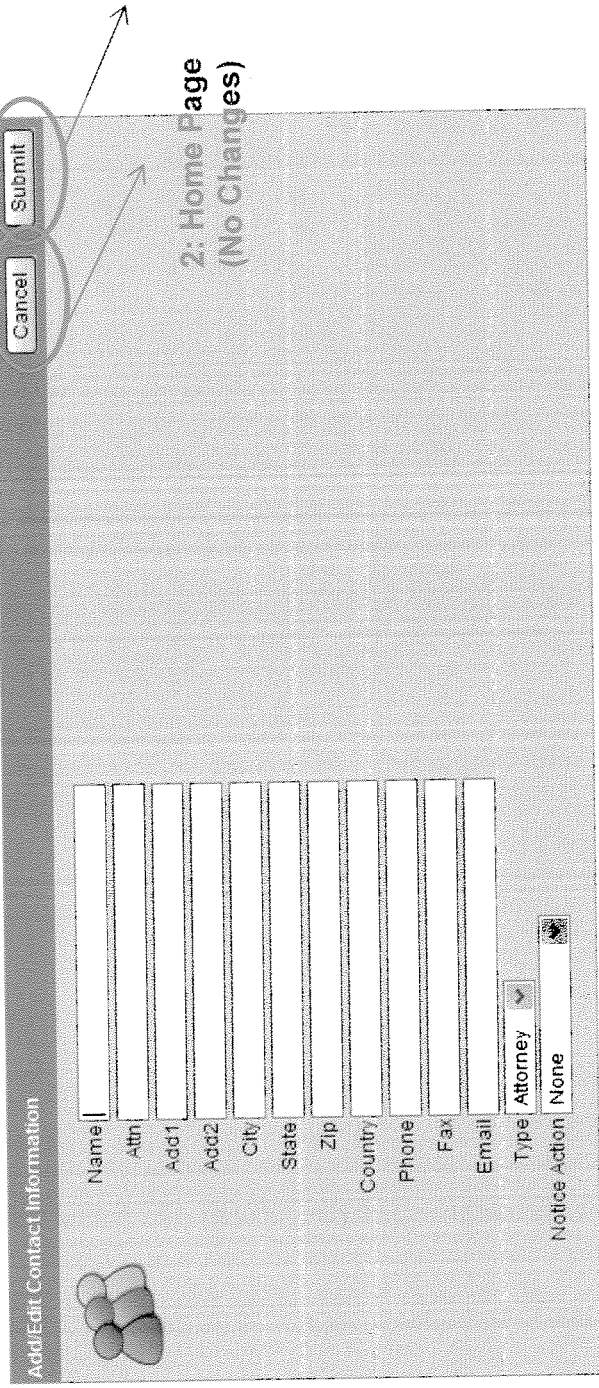
2: Home Page (Saves Changes)

Name	Bull and Bear
Attn	Josh Grossman
Address	2500 NORTH ORCHARD
Address 2	APT 3S
City	CHICAGO
State	IL
Zip	60614
Country	USA
Phone	312 252 9390
Fax	487 487 3987
Email	JOE.SUMMERS@FTICONULTING
Notice Action	Primary Contact

From this screen the claimant can choose to change any of the address information already on file, or can simply confirm that the information is correct.



FTI Claims Site : Add Contact Information



Add/Edit Contact Information

Name |

Attn |

Add1 |

Add2 |

City |

State |

Zip |

Country |

Phone |

Fax |

Email |

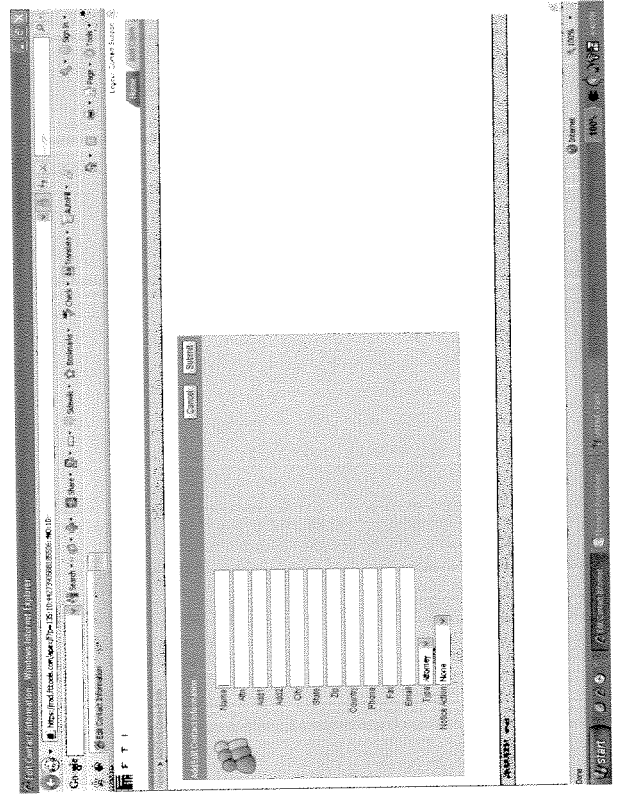
Type: Attorney

Notice Action: None

Cancel Submit

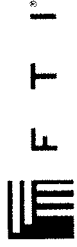
2: Home Page (Saves Record)

2: Home Page (No Changes)



From this screen the claimant can add another contact to their claim as well as indicate whether the contact should receive notice.

FTI Claims Site : Claim/Dispute Step 1



Step 1 - Claim Information

Claim Amount: 5000
Currency: Canadian dollar (CAD)
Debtor: ABC Corporation
Claim Type: Pre-filing Claim
Classification: Secured Unsecured

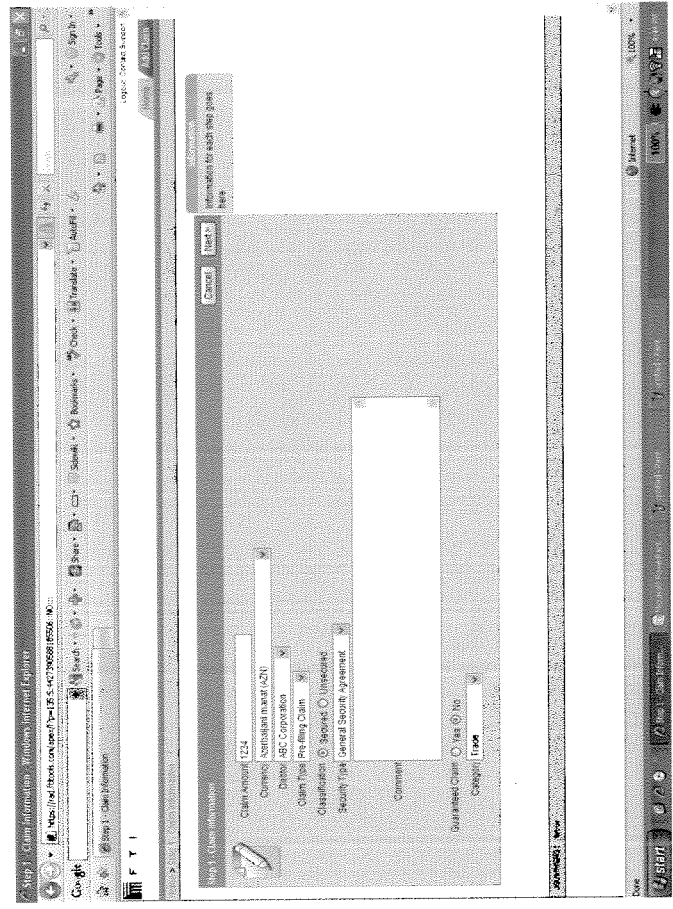
Comment: [Empty text box]

Guaranteed Claim: Yes No
Category: Trade

Buttons: Cancel, Next >

Annotations:
- "2: Home Page (No Changes)" points to the "Next >" button.
- "3B: Dispute! Claim Step 2" points to the "Next >" button.

The Creditor provides the relevant details about the claim.



FTI Claims Site : Claim/Dispute Step 2

Step 2 - Add Supporting Documentation

File Name: C:\Documents and Settings\jvalk\Browse...

Description:

2: Home Page (No Changes) **3A: Dispute! Claim Step 1**

3C: Dispute! Claim Step 3

Cancel < Previous Next >

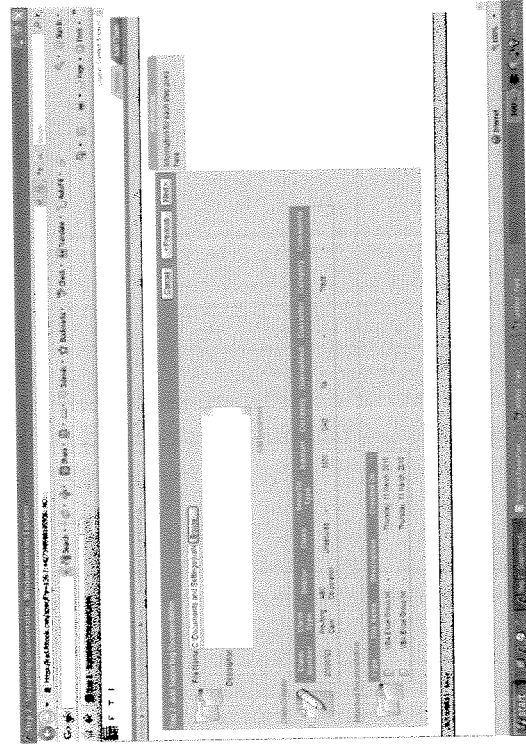
Claim/Dispute

Claim Number	Claim Type	Debtor	Class	Security Type	Amount	Currency	Guaranteed	Guarantor	Category	Comments
20000723	Pre-filing Claim	ABC Corporation	Unsecured	-	5000	CAD	No	-	Trade	-

Attached Documentation

Type	File Name	Description	Created On
Excel 2003	VBA Excel Group.txt	-	Thursday, 11 March, 2010
Excel 2003	VBA Excel Group.txt	-	Thursday, 11 March, 2010

Add Document



The second step in the claim process allows the claimant to upload any electronic files that support their claim.

FTI Claims Site : Claim/Dispute Step 3



Step 3 - Review and Finish

2: Home Page (No Changes)

Dispute/Claim

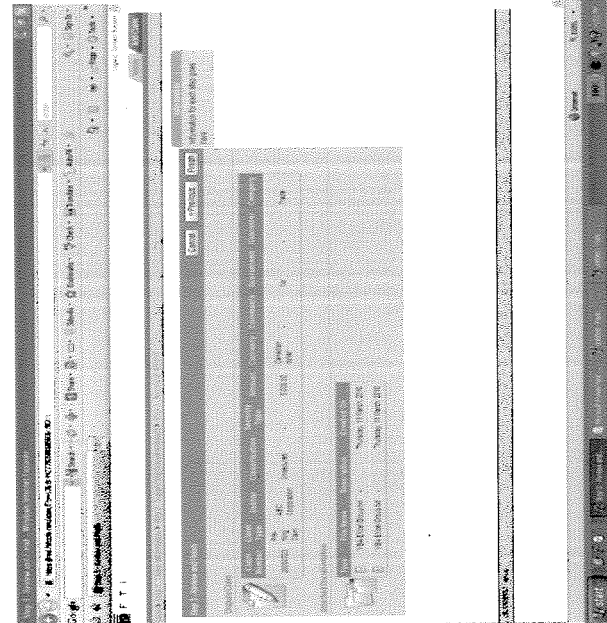
Claim Number	Claim Type	Debtor	Classification	Security Type	Amount	Currency	Comments	Guaranteed	Guarantor	Category
20000723	Pre-filing Claim	ABC Corporation	Unsecured	-	5,000.00	Canadian dollar	-	No	-	Trade

Attached Documentation

Type	File Name	Description	Created On
	VBA EXcel Group.txt	-	Thursday, 11 March, 2010
	VBA EXcel Group.txt	-	Thursday, 11 March, 2010

3B: Dispute/Claim Step 2

Cancel Previous Finish



The creditor is then able to review all of the information they have entered as well as the documents they have uploaded to support the claim. From here they can hit previous to correct any information or can confirm by pressing "Finish".

FTI Claims Site : Home Page Additional Claim/Dispute Information

Liability/Claim Information

Liability Per Company Books (Supplied by Debtor)

3A: Dispute/Claim Step 1

Add Additional Claims

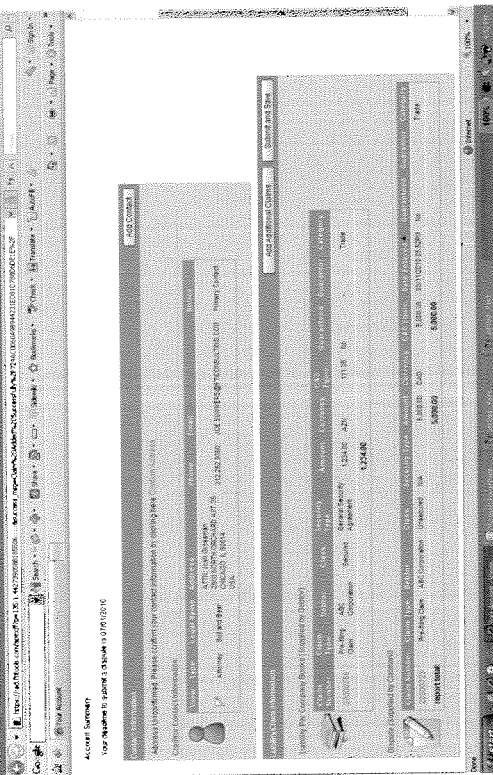
Submit and Save

Claim Number	Claim Type	Debtor	Class	Security Type	Amount	Currency	CAD Equiv.	Guaranteed	Guarantor	Category
20000566	Pre-filing Claim	ABC Corporation	Secured	General Security Agreement	1,234.00	AZN	111.06	No	-	Trade
					1,234.00					

2: Home Page (Locks Claim)

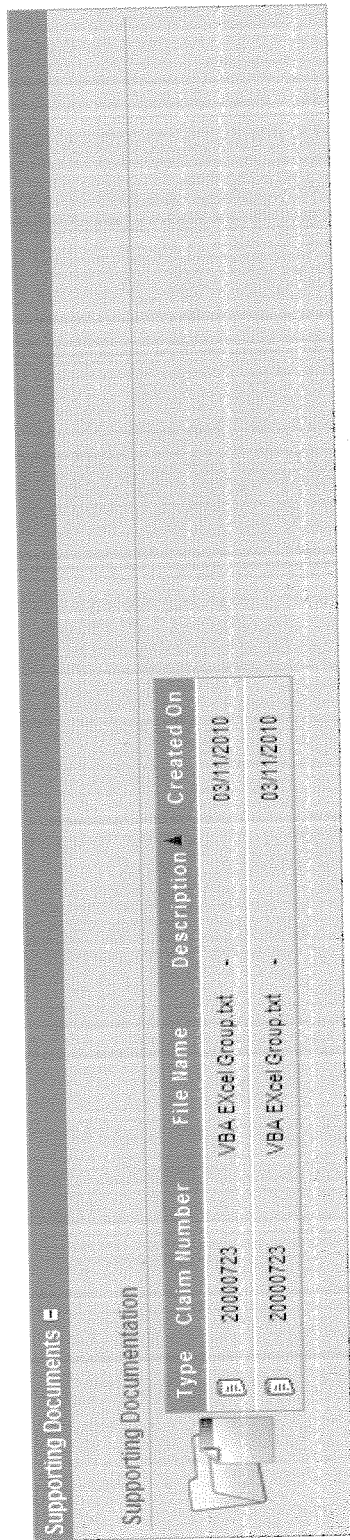
Dispute (Supplied by Claimant)

Claim Number	Claim Type	Debtor	Class	Security Type	Amount	Currency	CAD Equiv.	Guaranteed	Guarantor	Category
20000723	Pre-filing Claim	ABC Corporation	Unsecured	N/A	5,000.00	CAD	5,000.00	No		Trade
					report total: 5,000.00					



From the home page the claimant can continue to add additional claims. Once they have entered all of their claims they can submit and save them. The creditor will no longer be able to amend their claim the information submitted but the claim details can still be viewed.

FTI Claims Site : Supporting Documents Section



If the claimant has disputed the claim and/or added additional claims to which they uploaded document, they can also be viewed from the home screen.



FTI Claims Site : Notice of Revision or Disallowance

Liability/Claim Information

Liability Per Company Books (Supplied by Debtor)

Claim Number	Claim Type	Debtor	Class	Security Type	Amount	Currency	CAD Equiv.	Guaranteed	Guarantor	Category
20001543	D&O Claim	ABC Holding Corporation	Secured	N/A	4,950.89	XCD	2,227.90	Yes	ABC Corporation	Trade
					4,950.89		2,227.90			

Claim/Dispute (Supplied by Claimant)

Claim Number	Claim Type	Debtor	Class	Security Type	Amount	Currency	CAD Equiv.	Guaranteed	Guarantor	Category
20001618	D&O Claim	ABC Holding Corporation	Secured	General Security Agreement	2.00	XCD	0.90	Yes	ABC Corporation	Trade
report total:					2.00		0.90			

Revision (Supplied by Debtor)

Claim Number	Claim Type	Debtor	Class	Security Type	Amount	Currency	CAD Equiv.	Guaranteed	Guarantor	Category	Adjudication
20001620	D&O Claim	ABC Holding Corporation	Secured	N/A	2.00	XCD	0.90	Yes	ABC Corporation	Trade	True
20001630	D&O Claim	ABC Holding Corporation	Secured	N/A	2.00	XCD	0.90	Yes	ABC Corporation	Trade	
report total:					4.00		1.80				

Please refer to the next page for description of this screen shot.

FTI Claims Site : Notice of Revision or Disallowance

When a Notice of Revision or Disallowance is issued, the Creditor is sent an email notification that their claim has been review and revised and can view the revision by logging into their account.

The Creditor is able to dispute or agree to the Notice of Revision.

If the Creditor disputes the Notice of Revision the Debtor Company or the Monitor can refer the claim to a Claims Officer or the Court for adjudication.

A claim can also be referred to a Claims Officer or the Court for adjudication at any point during the claims process.

Schedule "2"

Information Submission Form

Add Contact

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

Add Contact

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

Add Claim

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

Security Type

Security Agreement Statutory Lien

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

Add Claim

Claim Amount

Currency

Debtor Company Name

Claim Type

Pre-Filing Subsequent

Classification

Secured Unsecured

Category 1

Employee Former Employee Guarantee

Category 2

Deficiency Pension Trade Landlord

Security Type

Security Agreement Statutory Lien

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

Future correspondence

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

Hardcopy of correspondence required

Acknowledgement

Signature

Date

Notice of Dispute

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

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

Notice of Dispute

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

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

Acknowledgement

Signature _____
Date _____

Schedule "3"

Supporting Documentation Submission Form

Contact Details

Name _____

Attention _____

Address 1 _____

Address 2 _____

City _____

State/Province _____

ZIP/Postal Code _____

Country _____

Phone _____

Fax _____

Email _____

Supporting Documentation

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

Comments _____

Future correspondence

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

Hardcopy of correspondence required

Acknowledgement

Signature _____

Date _____

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. ULC,
FORT ENERGY CORP., FENERGY
CORP., 981384 ALBERTA LTD., 981405
ALBERTA LTD., 981422 ALBERTA LTD.,
TRIDENT RESOURCES CORP., TRIDENT
CBM CORP., AURORA ENERGY LLC,
NEXGEN ENERGY CANADA, INC. AND
TRIDENT USA CORP.**

EIGHTH REPORT OF THE MONITOR

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Barristers & Solicitors
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