

FIAT

Let this Affidavit be filed this 1st day of
October, 2009.

Action No.: 0901-13483
Deponent: Richard Voon
Date Sworn: October 1, 2009

J./M.C.Q.B.A.

**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. 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, Richard Voon, of the City of Burlingame, in the State of California, **MAKE OATH**

AND SAY THAT:

1. I am a Managing Member of Farallon Capital Management, L.L.C. which advises and manages certain funds and managed accounts (together with Farallon Capital Management, L.L.C., "Farallon") that are lenders under the amended and restated credit agreement dated April 25, 2006 among, *inter alia*, Trident Exploration Corporation ("Trident Canada"), as borrower, the lenders thereunder (the "Canadian Secured Term Lenders") and Credit Suisse, as administrative agent (the "Administrative Agent") (as amended, the "Canadian Secured Term Loan Agreement"). As such, I have knowledge of the matters to which I hereinafter depose and, unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained information from other sources, I verily believe those facts to be true.

2. Any capitalized terms not otherwise defined have the meaning ascribed to them in the affidavit of Reema Kapoor sworn October 1, 2009 (the "Kapoor Affidavit").
3. Special Situations Investing Group, Inc. ("Goldman Sachs") and Mount Kellett Capital Management LP ("Mount Kellett") are also lenders under the Canadian Secured Term Loan Agreement and together with Farallon are, collectively, the Required Lenders (as defined under the Canadian Secured Term Loan Agreement).
4. Credit Suisse has advised that it is resigning as the Administrative Agent as soon as a replacement can be put in place. In the meantime, Credit Suisse's counsel has confirmed that the Required Lenders hold a majority of the outstanding debt under the Canadian Secured Term Loan Agreement and that the Petitioners and their advisors should respond directly to the Required Lenders and their counsel. Attached as Exhibit "A" is an email from counsel for Credit Suisse to counsel for the Petitioners dated September 11, 2009 to that effect.
5. This affidavit is sworn in support of the Required Lenders' motion to, *inter alia*, vary an order of this Court dated September 8, 2009 (the "Initial Order") which granted the Petitioners certain relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA").
6. Specifically, the Required Lenders seek to vary the Initial Order so as to:
 - (a) remove or limit certain terms of the Initial Order that authorize the Petitioner to transfer value directly or indirectly from Trident Canada and the Canadian Subsidiaries (defined below), over whose assets the Canadian Secured Term Lenders hold security, to Trident US and the US Subsidiaries (defined below);
and

- (b) allow the Canadian Secured Term Lenders to have meaningful input into the restructuring process.
7. In addition to filing under the CCAA, certain of the Petitioners have also commenced voluntary cases under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. A copy of the voluntary petitions (without attachments) filed by the Petitioner Trident Resources Corp. ("Trident US"), and certain of its subsidiaries, is attached as Exhibit "B" to this affidavit.

The Petitioners

8. As set forth in the affidavit of Plaintiff Todd Dillabough filed in support of the Initial Order (the "Dillabough Affidavit") Trident US is a Delaware corporation. The following Petitioners are wholly owned subsidiaries of Trident US: Trident CBM Corp. (*California*), Aurora Energy LLC (*Utah*), NexGen Energy Canada, Inc. (*Colorado*) and Trident USA Corp. (*Delaware*) (together, the "US Subsidiaries").¹
9. As indicated in the Dillabough affidavit, Trident Canada is a Nova Scotia unlimited liability corporation. The following Petitioners are wholly owned subsidiaries of Trident Canada: Fort Energy Corp. ULC (*Nova Scotia*), Fenergy Corp. ULC (*Nova Scotia*), 981384 Alberta Ltd. (*Alberta*) and 981405 Alberta Ltd. (*Alberta*) (together, the "Canadian Subsidiaries").²
10. The Petitioners are hereinafter also referred to collectively as the "Trident Group".

¹ Italics denote the place of incorporation.

² *Ibid*

Trident Group's 2007 Out-of-Court Restructuring

11. In January 2007, Trident Canada initiated discussions with the Required Lenders to restructure the Canadian Secured Term Loan Agreement (such discussions and related transactions, the "2007 Out of Court Restructuring").
12. As part of these discussions, the Trident Group requested that interest payments under the Canadian Secured Term Loan Agreement be amended to paid-in-kind interest and that certain financial covenants such as leverage and interest coverage ratios be relaxed and amended. During this process, the Required Lenders understood that Trident Canada would be at material risk of an insolvency filing if it did not raise additional capital.
13. As part of the discussions, in April 2007 the Canadian Secured Term Loan Agreement was amended to include a number of insolvency related provisions. These amendments were intended to protect the Canadian Secured Term Lenders in any future insolvency filing.
14. Specifically, as part of Amendment No. 2 to the Canadian Secured Term Loan Agreement dated April 12, 2007 (the "April 2007 Amendment"), Trident Canada agreed, among other things:
 - (a) where a default exists, to limit distributions to Trident US for any fees and expenses (including legal, investment banking and advisory fees) incurred in connection with or relating to any insolvency proceeding or other restructuring efforts to US\$5,000,000;
 - (b) to provide the Canadian Secured Term Lenders (through the Administrative Agent) with written notice of any request for proposals to provide debtor-in-possession financing to Trident Canada or Trident US, notice of receipt of any proposals and the full particulars of the proposals, and prior notice before any such proposal is accepted or an application for court approval is filed or served;

- (c) that the commencement of a voluntary insolvency proceeding, such as this CCAA proceeding, would constitute a default under the Canadian Secured Term Loan Agreement; and
 - (d) that the principal place of business and centre of main interest of each of Trident Canada and the Canadian Subsidiaries are located in Alberta, Canada.
15. Recognizing that the April 2007 Amendment represented only a short-term solution to the Trident Group's financial difficulties, the Canadian Secured Term Lenders agreed to provide the Trident Group with further assistance (through the waiver of financial covenant defaults and the relaxation of certain other financial covenants) subject to the Trident Group obtaining \$100,000,000 in additional financing over the next few months.
16. The Kapoor Affidavit describes the additional steps in the 2007 out of Court restructuring.
17. Prior to the completion of the 2007 Out of Court Restructuring, Trident US, Trident Canada and the four lending groups had the opportunity to review, comment and object to each other's documentation, including the terms of the April 2007 Amendment and the August 2007 Amendment.
18. Although the 2007 out-of-court restructuring provided the Trident Group with much needed liquidity, it was clear that the new financing was only a stop-gap measure and that a court supervised restructuring of the Trident Group remained a material risk.
19. The Canadian Secured Term Lenders fully expected that the insolvency related terms introduced to the Canadian Secured Term Loan Agreement by the April 2007 Amendment (which were the subject of lengthy negotiations) would be honoured by Trident Canada in any subsequent insolvency proceedings.

The 2009 Refinancing Efforts

20. In April 2009, Trident US's financial advisor, Rothschild Inc. ("Rothschild") approached the Canadian Secured Term Lenders regarding possible restructuring options. Since that time the Canadian Secured Term Lenders have had discussions with Trident Canada, Rothschild and certain of the Trident US 2006 Unsecured Lenders regarding various restructuring options.
21. To the best of my knowledge, despite spending months searching for capital or a refinancing to implement a restructuring, the Trident Group does not currently have any committed proposal for a potential restructuring in hand.

Initial Order Obtained Without Notice

22. The Canadian Secured Term Lenders were provided with no notice of the Petitioners' intention to seek relief under the CCAA. Indeed, according to paragraph 68 of the Affidavit of Todd A. Dillabough sworn September 8, 2009, it appears that the Trident Group deliberately decided not to provide notice of its CCAA Petition to any of its lenders to ensure that such lenders would be prevented from exercising negotiated rights under the various credit agreements.
23. I have been advised by Wael Rostom of McMillan LLP ("**Rostom**") that McLeod Dixon LLP ("**McLeod Dixon**"), counsel to the Administrative Agent, contacted the Trident Group's Canadian Counsel, Fraser Milner Casgrain LLP ("**FMC**") on September 8, 2009 as a result of hearing rumours that a filing was imminent. McLeod Dixon was advised by FMC that the CCAA Petition would be heard that same day. Given the failure of the Trident Group to provide the Administrative Agent with any notice, McLeod Dixon was

only able to obtain instructions to attend the hearing and to reserve all the rights of the Administrative Agent and the Canadian Secured Term Lenders, including the right to fully rely on the comeback clause in the Initial Order.

24. The Required Lenders were advised by McLeod Dixon on September 9, 2009 that the Initial Order had been granted. Given that the Required Lenders had been engaged in frequent discussions with Trident Canada regarding, among other things, possible restructuring options since April, we were surprised that we were not notified of the intention of the Trident Group to file a petition for relief under the CCAA.
25. Upon review, the Required Lenders determined that the Initial Order created a significant prospect of leakage of value from Trident Canada and the Canadian Subsidiaries to Trident US and the US Subsidiaries under the terms of the Initial Order. On September 14, 2009, McMillan delivered correspondence to FMC, a copy of which is attached as Exhibit "C" to this affidavit, setting out the Required Lenders' concerns with the Initial Order and requesting that FMC contact McMillan to discuss the issues raised in the correspondence.
26. After a number of requests, the Monitor provided our counsel with unconsolidated projected cashflows (the "Cashflows") on September 15, 2009, which are attached as Exhibit "D" hereto. The Cashflows show a large amount of money to be transferred to Trident US and the US Subsidiaries from Trident Canada and the Canadian Subsidiaries on account of professional fees.
27. In addition, the Required Lenders are surprised by the quantity of professional fees allocated as being incurred on behalf of Trident Canada. A chart providing an allocation

of professional fees between Trident Canada and Trident US is attached as Exhibit "E". The Required Lenders have not been provided with any detailed justification for the basis of the allocation of professional fees between Trident Canada and Trident US or the basis for the calculation of the quantum of such fees.

28. I am advised by Rostom that a conference call was held on September 21, 2009 with the Trident Group's professional advisors, the Monitor and its counsel. Correspondence from McMillan dated September 23, 2009 outlining certain aspects of the discussion on that call is attached as Exhibit "F". The response from counsel for the Trident Group is attached as Exhibit "G".
29. The Trident Group proposed that a meeting be held in New York on September 24, 2009 (the "NYC Meeting") between the professional representatives of the Trident Group and the Required Lenders and their counsel to discuss issues relating to the Initial Order.
30. At the end of the NYC Meeting, counsel agreed to continue discussions with a view to resolving the outstanding issues. No resolution has been achieved to date.
31. The current intention of the Required Lenders is either to exercise the TD Buyout Provision under the First/Second Lien Intercreditor and purchase the TD facility or to pay off the TD facility using a portion of the DIP financing that the Required Lenders have proposed to the Company.

US Restructuring Costs

32. As noted above, in the 2007 Out of Court Restructuring, Trident Canada agreed that a maximum amount of \$5,000,000 could be distributed to Trident US from Trident Canada for any costs (including advisory fees) incurred in connection with or relating to a Trident US insolvency proceeding.
33. The Cashflows disclose \$15 million in professional fees being spent in the first 13 weeks of the restructuring. In addition to these fees, Rothschild, if its retainer is approved, will be entitled to bonuses pursuant to its retainer agreement. A copy of the Application for the retention of Rothschild in the Chapter 11 proceedings, which sets out the terms of the retainer agreement, is attached as Exhibit "F".
34. The restructuring or continued existence of Trident US and the Trident US Subsidiaries are not a necessary part of the business operated by Trident Canada. As indicated in the Dillabough Affidavit, Trident US is a Delaware holding company with no direct operations or employees.
35. Trident US's main asset, other than its equity in (held directly or indirectly) Trident Canada, is its oil and gas interests in certain exploratory land positions in the Columbia River Basin (the "CRB Property"). In the Dillabough Affidavit, Mr. Dillabough relies on the preliminary drilling results from an exploration well drilled by Delta Petroleum Corp., a US oil and gas company with interests in the area, to suggest that the CRB Property "could potentially add significant value to Trident".

36. On September 21, 2009, Delta Petroleum Corp., reported the results of more recent testing on its exploration well in the Columbia River Basin. The zones tested by Delta Petroleum flowed either fresh water or a combination of water and "minimal" gas volumes, deeming these zones "uneconomic" to develop. Plans for additional drilling in 2009 and 2010 in the area of the test well have been curtailed pending further review of the testing information. These results do not support a conclusion that there is significant, or any, value in the CRB Property. Delta Petroleum's September 21, 2009 News Release is attached as Exhibit "T" hereto.

37. In all of the circumstances there is no sensible commercial reason why the assets of Trident Canada and the Trident Canada Subsidiaries, over which the Canadian Secured Term Lenders have security, should be used to fund an expensive and unnecessary restructuring of Trident US, a holding company with no material assets. Any such funding should be limited to \$5,000,000, as agreed to in the 2007 Out of Court Restructuring.

38. This affidavit is sworn in support of motion to vary the terms of the Initial Order and for no improper purpose.

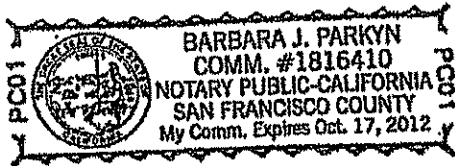
State of California,
County of San Francisco

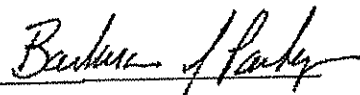


RICHARD VOON

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.





Barbara J. Parkyn, Notary Public in and for the
State of California

Attached is Exhibit A to the Affidavit of Richard Voon, dated 01 October 2009, in the mater of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.



Richard H. Voon

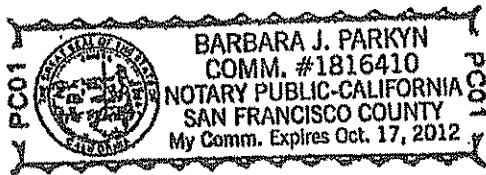
State of California)
County of San Francisco)

Subscribed and sworn before me on this 1rst day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)

From: Jill Frizzley [JFrizzley@Shearman.com]
Sent: Friday, September 11, 2009 5:59 PM
To: ecappuyns@akingump.com; rjacobs@akingump.com
Cc: Andrew V. Tenzer; Benjamin Cheng; Kyle Elliott (kyle.elliott@credit-suisse.com); Wael Rostom
Subject: Trident: Second Lien Facility

As you may be aware, we represent Credit Suisse, currently agent under two facilities under which your clients, Trident Exploration and Trident Resources are borrower.

We understand that you have received some information requests from McMillan Binch. This email is to advise you that McMillan Binch represents holders of a majority of the outstanding amount under the second lien facility dated April 25, 2006. In addition, Credit Suisse is in the process of resigning its position as agent. Accordingly, Credit Suisse hereby directs that the Company and its advisors be responsive directly to the required lenders and McMillan Binch.

If you have any questions or would like to discuss this request, please feel free to contact me.

Best regards,

Jill Frizzley

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
D +1.212.848.8174 | F +1.646.848.8174
JFrizzley@shearman.com | www.shearman.com



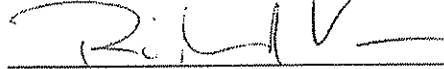
IRS Circular 230 Disclosure

Any tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of avoiding tax penalties and is not intended to be used or referred to in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement.

This communication and any attachments may be privileged or confidential. If you are not the intended recipient, you have received this in error and any review, distribution or copying of this communication is strictly prohibited. In such an event, please notify us immediately by reply email or by phone (collect at 212-848-4000) and immediately delete this message and all attachments.

Shearman & Sterling LLP is a limited liability partnership organized in the United States under the laws of the State of Delaware, which laws limit the personal liability of partners.

Attached is Exhibit B to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.



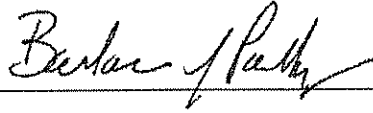
Richard H. Voon

State of California)

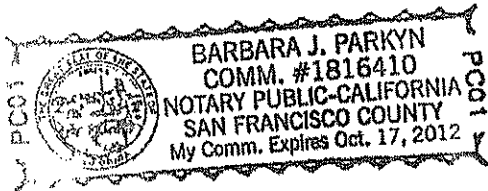
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)

United States Bankruptcy Court
District of Delaware

Name of Debtor (if individual, enter Last, First, Middle): Trident Resources Corp.
Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): N/A
Last four digits of Social-Security No./Complete EIN or other Tax-I.D. No. (if more than one, state all): 98-0412788
Street Address of Debtor (No. and Street, City, and State): Suite 1000, 444-7th Avenue S.W. Calgary, Alberta T2P 0X8 Canada
County of Residence or of the Principal Place of Business: Out of the Country
Mailing Address of Debtor (if different from street address): 3500 South Dupont Highway Dover, DE
Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE
ZIP CODE
ZIP CODE

Type of Debtor (Form of Organization) (Check one box.)
Nature of Business (Check one box.)
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)
Nature of Debts (Check one box)
Chapter 11 Debtors

Filing Fee (Check one box)
Check one box:
Check if:
Check all applicable boxes:

Statistical/Administrative Information
THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors (Consolidated with affiliates)
Estimated Assets
Estimated Liabilities (Consolidated with affiliates)

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Trident Resources Corp.	
All Prior Bankruptcy Case Filed Within Last 3 Years (If more than two, attach additional sheet.)			
Location Where Filed: None	Case Number:	Date Filed:	
Location Where Filed: N/A	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: Delaware	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p style="text-align: center;">NOT APPLICABLE</p> <p><small>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</small></p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p><small>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</small></p> <p style="text-align: center;">NOT APPLICABLE</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b).</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Signature of Attorney for Debtor(s) Date</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No			
Exhibit D			
NOT APPLICABLE			
<small>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</small>			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor – Venue <small>(Check any applicable box.)</small>			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property			
NOT APPLICABLE			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ <small>(Name of landlord that obtained judgment)</small>			
_____ <small>(Address of landlord)</small>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s):
Trident Resources Corp.

Signatures

Signature(s) of Debtor(s) (Individual/Join)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7, I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, and understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with this chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparer, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 199 is attached.

Printed Name and Title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines of imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.



Signature of Attorney for Debtor(s)

Mark D. Collins
Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A.
Firm Name

One Rodney Square, 920 North King Street
Address

Wilmington, Delaware, 19801

(212) 872-1000; Fax: (212) 872-1002
Telephone Number

collins@rlf.com


September 8, 2009

* In a case in which § 707(b)(9)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X 
Signature of Authorized Individual

Alan G. Withey
Printed Name of Authorized Individual

Chief Financial Officer
Title of Authorized Individual

September 8, 2009
Date



United States Bankruptcy Court
District of Delaware

Name of Debtor (if individual, enter Last, First, Middle): NexGen Energy Canada, Inc.
Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Social Security No./Complete EIN or other Tax-I.D. No. (if more than one, state all): 84-1569277
Street Address of Debtor (No. and Street, City, and State): Suite 1000, 444-7th Avenue S.W., Calgary, Alberta T2P 0X8 Canada
County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): 95 Emerson Street, Suite 601 Denver, CO
Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box):
Nature of Business (Check one box):
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box):
Nature of Debts (Check one box):
Filing Fee (Check one box):
Check one box:
Check all applicable boxes:

Statement/Administrative Information
Debtor estimates that funds will be available for distribution to unsecured creditors.
Estimated Number of Creditors (Consolidated with affiliates):
Estimated Assets:
Estimated Liabilities (Consolidated with affiliates):
THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): NoxGen Energy Canada, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: None		Case Number:	Date Filed:
Location Where Filed: N/A		Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A		Case Number:	Date Filed:
District: Delaware		Relationship:	Judge:
Exhibit A NOT APPLICABLE <small>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</small>		Exhibit B <small>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</small> NOT APPLICABLE <small>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that (he or she) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b).</small>	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<input checked="" type="checkbox"/> Signature of Attorney for Debtor(s) Date	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No			
Exhibit D NOT APPLICABLE <small>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</small>			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue <small>(Check any applicable box.)</small>			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property NOT APPLICABLE			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ <small>(Name of landlord that obtained judgment)</small>			
_____ <small>(Address of landlord)</small>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
NexGen Energy Canada, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If an attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney for Debtor(s)

Mark D. Collins

Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A.

Firm Name

One Rodney Square, 920 North King Street

Address

Wilmington, Delaware, 19801

(212) 872-1000; Fax: (212) 872-1002

Telephone Number

collins@rlf.com

September 8, 2009

* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information is the subject of litigation.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Alan G. Withey

Printed Name of Authorized Individual

Chief Financial Officer

Title of Authorized Individual

September 8, 2009

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(j) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 109B is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

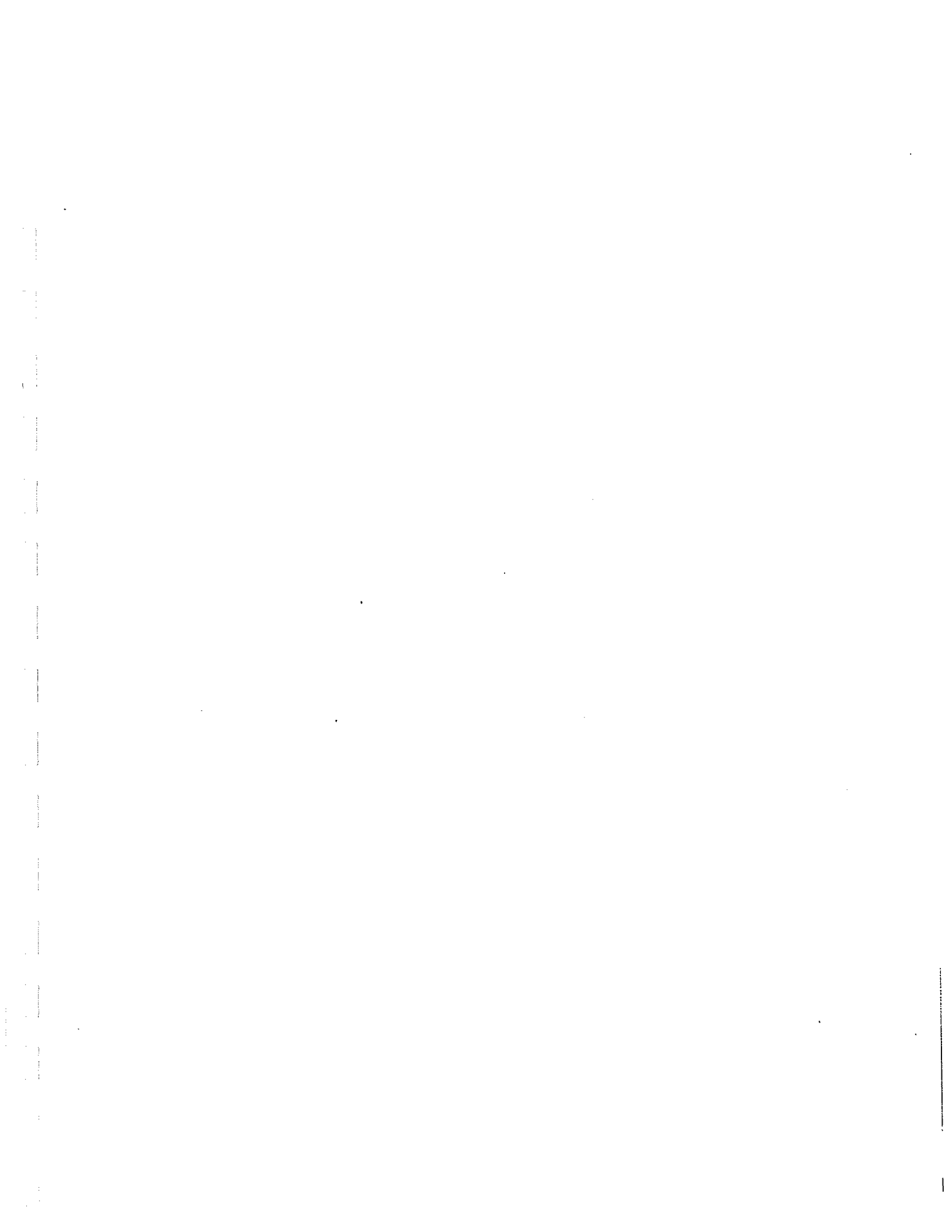
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.



United States Bankruptcy Court
District of Delaware

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Trident USA Corp.
Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): N/A
Last four digits of Social Security No., Complete EIN or other Tax-I.D. No. (if more than one, state all): 98-0486451
Street Address of Debtor (No. and Street, City, and State): Suite 1000, 444-7th Avenue S.W., Calgary, Alberta T2P 0X8
Mailing Address of Debtor (if different from street address): 3500 South Dupont Highway, Dover, DE
Location of Principal Assets of Business Debtor (if different from street address above): Washington, Idaho, Oregon

Type of Debtor (Form of Organization) (Check one box.)
Nature of Business (Check one box.)
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)
Nature of Debts (Check one box.)
Filing Fee (Check one box.)
Check one box: Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
Check all applicable boxes: A plan is being filed with this petition.

Statistical/Administrative Information
Debtor estimates that funds will be available for distribution to unsecured creditors.
Estimated Number of Creditors (Consolidated with affiliates)
Estimated Assets
Estimated Liabilities (Consolidated with affiliates)

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Trident USA Corp.	
All Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: None	Case Number:	Date Filed:	
Location Where Filed: N/A	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: Delaware	Relationship:	Judge:	
Exhibit A NOT APPLICABLE <small>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</small>		Exhibit B <small>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</small> NOT APPLICABLE <small>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b).</small>	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<input checked="" type="checkbox"/> X <small>Signature of Attorney for Debtors)</small> _____ Date _____	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> X No			
Exhibit D NOT APPLICABLE <small>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</small>			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor -- Venue <small>(Check any applicable box.)</small>			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property NOT APPLICABLE			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. If checked, complete the following.)			
_____ <small>(Name of landlord that obtained judgment)</small>			
_____ <small>(Address of landlord)</small>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
Trident USA Corp.

Signatures

Signature(s) of Debtor(s) (Individual/Join)

I declare under penalty of perjury that the information provided in this petition is true and correct.

(If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7) I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

(If no attorney represents me and no bankruptcy petition preparer signs the petition) I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X
Signature of Debtor

X
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney for Debtor(s)

Mark D. Collins

Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A.

Firm Name

One Rodney Square, 920 North King Street

Address

Wilmington, Delaware, 19801

(212) 872-1000; Fax: (212) 872-1002

Telephone Number

collins@rlf.com

September 8, 2009

* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Signature of Authorized Individual

Alan G. Withey

Printed Name of Authorized Individual

Chief Financial Officer

Title of Authorized Individual

September 8, 2009

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

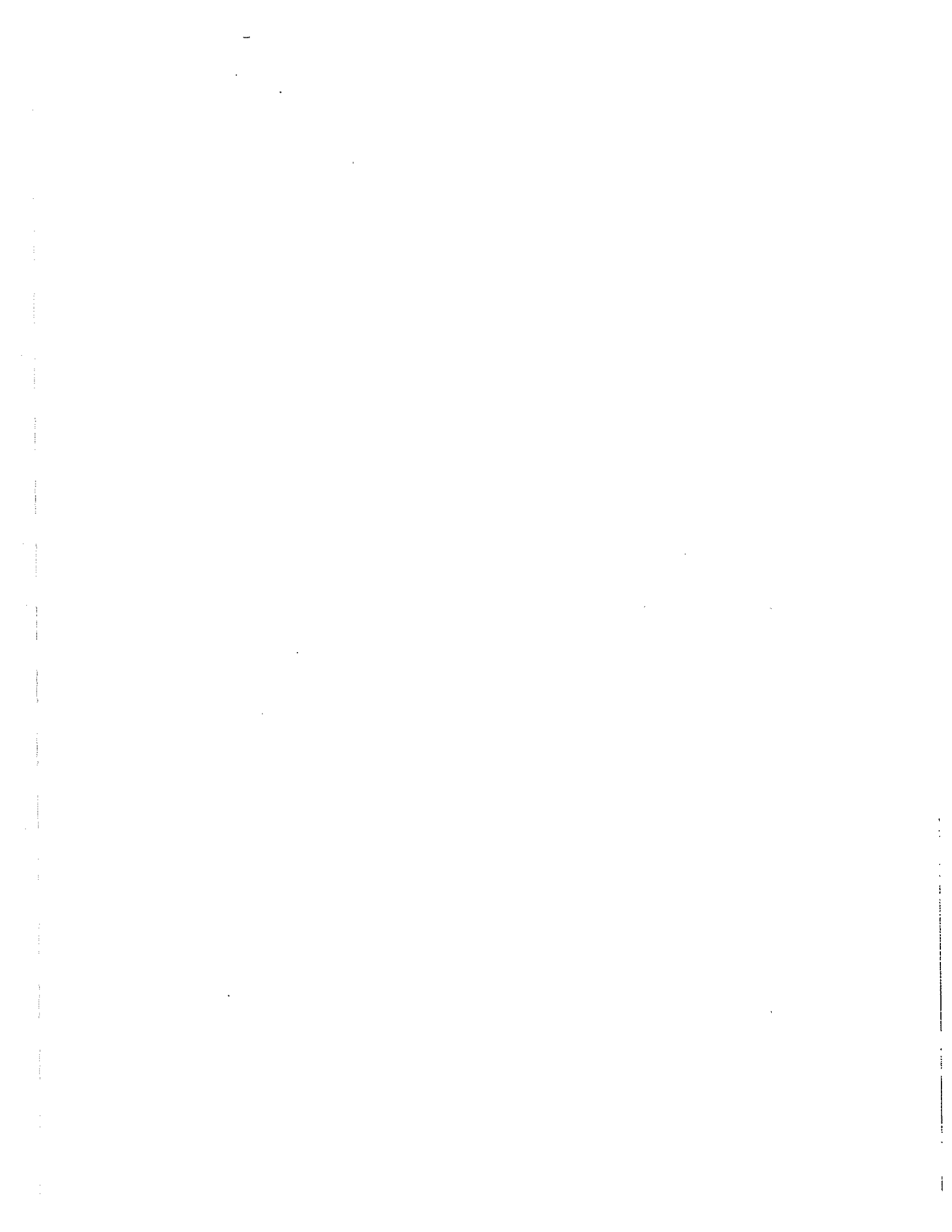
X
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110. 18 U.S.C. § 156.



United States Bankruptcy Court
District of Delaware

Name of Debtor (if individual, enter Last, First, Middle): Trident CBM Corp.
Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Social-Security No./Complete EIN or other Tax-I.D. No. (if more than one, state all): 20-1843534
Street Address of Debtor (No. and Street, City, and State): Suite 1000, 444-7th Avenue S.W. Calgary, Alberta T2P 0X8 Canada
County of Residence or of the Principal Place of Business: Out of the Country
Mailing Address of Debtor (if different from street address): 720 14th Street Sacramento, CA
Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box.)
Nature of Business (Check one box.)
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)
Nature of Debts (Check one box.)
Chapter 11 Debtors
Check one box:
Check if:
Check all applicable boxes:

Statistical/Administrative Information
Debtor estimates that funds will be available for distribution to unsecured creditors.
Estimated Number of Creditors (Consolidated with affiliates)
Estimated Assets
Estimated Liabilities (Consolidated with affiliates)
THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Trident CBM Corp.	
All Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: None	Case Number:	Date Filed:	
Location Where Filed: N/A	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: Delaware	Relationship:	Judge:	
Exhibit A NOT APPLICABLE <small>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</small>		Exhibit B <small>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</small> NOT APPLICABLE	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that (he or she) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b). <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Signature of Attorney for Debtor(s) Date </div>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No			
Exhibit D NOT APPLICABLE <small>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</small>			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue <small>(Check any applicable box.)</small>			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property NOT APPLICABLE			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
<div style="text-align: center;"> _____ <small>(Name of landlord that obtained judgment)</small> </div>			
<div style="text-align: center;"> _____ <small>(Address of landlord)</small> </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s):
Trident CBM Corp.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7 I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If an attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney for Debtor(s)

Mark D. Collins
Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A.
Firm Name

One Rodney Square, 920 North King Street
Address

Wilmington, Delaware, 19801

(212) 872-1000; Fax: (212) 872-1002
Telephone Number

collins@rlf.com

September 8, 2009

* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after a inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X
Signature of Authorized Individual

Alan G. Withey
Printed Name of Authorized Individual

Chief Financial Officer
Title of Authorized Individual

September 8, 2009
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a minimum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 198 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Name and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

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United States Bankruptcy Court
District of Delaware

2008-01-15-1108

Name of Debtor (if individual, enter Last, First, Middle): Aurora Energy LLC
Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Social Security No./Complete EIN or other Tax-I.D. No. (if more than one, state all): 30-0326650
Street Address of Debtor (No. and Street, City, and State): Suite 1000, 444-7th Avenue S.W., Calgary, Alberta T2P 0X8, Canada
County of Residence or of the Principal Place of Business: Out of the Country
Mailing Address of Debtor (if different from street address): 1108 E. South Union Avenue, Midvale, UT
Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box): [X] Corporation (includes LLC and LLP)
Nature of Business (Check one box): [X] Other
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box): [X] Chapter 11
Nature of Debts (Check one box): [X] Debts are primarily business debts.
Chapter 11 Debtors: [X] Debtor is not a small business debtor as defined in 11 U.S.C. § 101(S1D).

Statistical/Administrative Information
[X] Debtor estimates that funds will be available for distribution to unsecured creditors.
Estimated Number of Creditors (Consolidated with affiliates): [X] 1-49
Estimated Assets: [X] \$0 to \$50,000
Estimated Liabilities (Consolidated with affiliates): [X] \$0 to \$100,000
THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
Aurora Energy LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs this petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of this 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney for Debtor(s)

Mark D. Collins
Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A.
Firm Name

One Rodney Square, 920 North King Street
Address

Wilmington, Delaware, 19801

(212) 872-1000; Fax: (212) 872-1002
Telephone Number

collins@rfl.com

September 8, 2009

* In a case in which § 707(b)(6)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Alan G. Withey
Printed Name of Authorized Individual

Chief Financial Officer
Title of Authorized Individual

September 8, 2009
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

Printed Name and Title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

City

State

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual;

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 710; 18 U.S.C. § 156.

Attached is Exhibit C to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.



Richard H. Voon

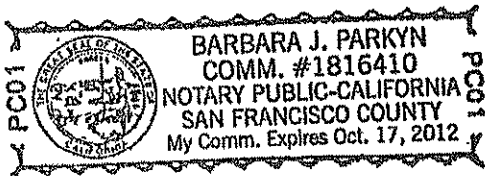
State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)

mcmillan

Reply Attention of Andrew J.F. Kent
Direct Line 416.865.7160
Internet Address andrew.kent@mcmillan.ca
Our File No. 85745
Date September 14, 2009

FRASER MILNER CASGRAIN LLP
15th Floor Bankers Court
850 2 Street SW
Calgary, Alberta T2P 0R8

Attention: Mr. David W. Mann

-and-

FRASER MILNER CASGRAIN LLP
1 First Canadian Place
100 King Street West
Toronto, Ontario M5X 1B2

Attention: Mr. Shayne Kuklowicz

Dear Sirs:

Re: Trident Exploration Corp. et al.

As your clients are aware, since early 2007 we have acted as the solicitors for the Required Lenders under the Amended and Restated Credit Agreement dated as of April 25, 2006 (the "Second Lien Facility Agreement") among, *inter alia*, Trident Exploration Corp. ("TEC"), as borrower, the lenders party thereto and Credit Suisse, Toronto Branch, as Collateral Agent and Administrative Agent (Credit Suisse and its successors being the "Agent").

On September 8, 2009, TEC and its subsidiaries, Fort Energy Corp., Fenenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981443 Alberta Ltd. (collectively the "Canadian Entities") and each of Trident Resources Corp. ("TRC"), Trident CBM Corp., Aurora Energy LLC, NexGen Energy Canada, Inc. and Trident USA Corp. (collectively, the "US Entities", together with the Canadian Entities, the "Applicants") obtained a CCAA Initial Order from the Alberta Court of Queen's Bench (the "Court") (the "CCAA Proceeding") on an *ex parte* basis.

Our clients have substantive concerns about the breadth of the relief obtained on September 8, 2009. That relief went well beyond what was required to address the immediate urgent issues identified in the filing papers as being the justification for the CCAA Proceeding.

The Applicants could have chosen to discuss the terms of the proposed CCAA Initial Order in confidence with our clients prior to the filing. Alternatively, a variety of matters, including the ones specifically described below, should have been deferred for discussion and hopefully resolution through negotiation. Having elected not to take either route, in our view it was inappropriate to seek an order as broad as the one obtained on September 8, 2009 on an *ex parte* basis.

In any event, we are writing to you to identify matters of concern with respect to the CCAA Initial Order, in the hopes that they can be resolved through the exchange of information, discussion and negotiation. However, in case such discussions prove unsuccessful, we expressly reserve our clients' legal rights.

The two principal concerns are:

1. The CCAA Initial Order permits asset sales and contains other downsizing provisions.

We are not aware that the Canadian Applicants have any downsizing plans and suggest, *vis-à-vis* the Canadian Applicants, that those provisions simply be deleted. Any downsizing of the US Entities will be subject to detailed prior approval of the U.S. Bankruptcy Court.

Alternatively, recognizing that our clients are the primary economic stakeholders of the Canadian Entities, we could accept the provisions being retained if their exercise is subject to either (a) the prior consent of the Monitor and the Agent or (b) prior specific Court approval.

2. The CCAA Initial Order contains provisions for both directly and indirectly funding the U.S. Entities by the Canadian Entities on an unlimited basis.

The direct funding arises as a result of the authorization to make or repay inter-company advances. The indirect funding arises from the charges in favour of U.S. professionals and U.S. directors on the Canadian assets and the cash management and the critical vendor provisions.

Whatever justification might be offered from those provisions, it is clear that such funding should not have been a first day matter (as was subsequently recognized by the U.S. Entities in connection with the U.S. proceedings in the U.S. Bankruptcy Court). The materials filed do not make a case that the provisions were required on an urgent basis or that such relief was appropriate in all of the circumstances.

The U.S. Entities have no revenue and no material on-going business. From the perspective of the Canadian Entities, to the extent that funds flow from the Canadian Entities to the U.S. Entities (directly or indirectly) the U.S. Entities will just be an expense burden that provides no material benefit to the Canadian Entities. If Canadian management was in a position to act fully independently of the U.S. management, it is unclear why they (or any other informed Canadian stakeholders) would support the

Canadian Entities materially funding the U.S. Entities restructuring expenses (which must now be their primary expense) or residual corporate costs.

In negotiating the 2007 out of court restructuring the parties specifically contemplated the possibility that the restructuring would not succeed and that a court supervised restructuring proceeding might occur. At that time, our clients, albeit reluctantly, agreed not to object to up to \$5 million flowing from Canada to support a reorganization effort for the U.S. Entities and our clients are not reneging on that position. However, once the \$5 million cap is reached (whether before or after September 8) any continuation of the proceedings for the U.S. Entities should be funded by the U.S. stakeholders. That will presumably happen if they see any independent value in those proceedings.

We have some other material points concerning the CCAA Initial Order. While material, it is probably more efficient to provide a mark-up (attached) and invite a call to discuss those matters rather than lengthen this letter.

This is a reminder that we have been asking for days to see the unconsolidated cash flows for the Canadian Entities.

In that regard, we are seeking confirmation that no advances will be made by the Canadian Entities to the U.S. Entities during the initial 30-day stay period. Secondly, we want to understand how much of the aggregate restructuring fees (projected in the high level, consolidated cash flows at in excess of \$1,000,000 per week) are being incurred by the Canadian Entities.

We also want to be clear that none of the U.S. directors and U.S. advisors should be relying upon the charges on the Canadian assets pending further of the Court.

We understand that the Canadian Entities are interested in receiving a DIP proposal and our clients are working on such a proposal. However, in our view the matters raised in this letter need to be addressed and resolved before the terms of a DIP are finalized and go forward for Canadian Court approval.

Please call to discuss upon receipt.

Yours truly,



Andrew J.F. Kent

/
Attach.

cc: FTI Consulting Canada ULC, as Monitor of the Applicants
McCarthy, Tetrault LLP, Counsel to the Monitor

McMillan Comments

09.14.09

To be read with our letter of the same date.

I hereby certify this is a true copy of the original. Dated this 8th day of September, 2009. Action No. 0901-3483 Order

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

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

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.

BEFORE THE HONOURABLE

JUSTICE G. C. Haworth

IN CHAMBERS

At the Calgary Court Center in the City of
Calgary, in the Province of Alberta
on the 8th day of September, 2009

("981384")

("981405")

("981422")

("Fenergy")

("TEC")

("Fort")

CCA A INITIAL ORDER

UPON the application 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. (collectively, the "Applicants" or "Trident"); AND UPON having read the
Petition, and the Affidavit of Todd Dillabough (the "Dillabough Affidavit"), filed; AND UPON

reading the consent of FTI Consulting Canada ULC to act as Monitor; AND UPON hearing
counsel for the Applicants; 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.

("981422"; 981422 together with TEC, Fort, Fenergy,
981384 and 981405 are collectively referred to as
the

("TEC Group")
or
"TEC Entity"

APPLICATION

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

[NTD: what is the basis for
the Chapk 11 /
US Entities (non-TEC Group)
qualifying under the CCAA?]

See Comment on
para 2

PLAN OF ARRANGEMENT

[TEC Group] ?

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 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.

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;

(b) the fees and disbursements of any Assistants retained or employed by Trident in respect of Trident's reorganization, at their standard rates and charges; and

(c) in accordance with the Cash Management System and Inter-company Loan provision herein and subject to the consent of the Monitor, ~~accounts owing by one or more of the Applicants to any other of the Applicants in order to settle their inter-company accounts and~~ to make inter-company loans in the ordinary course of business.

Payment of pre-billing intercompany amounts results in a preference.

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:

Also payments to TRC violate Subordination + Postpayment Agr with TEC.

(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:

The TEC Group

- (i) employment insurance,
- (ii) Canada Pension Plan, and
- (iii) income taxes,

Why would this apply to U.S. / Ch. 11 Entities?

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 (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:

- Payment of Interest on 2nd Lien*
- (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

Debt on a current cash basis to be discussed in light of cash-flow projections [Please provide]

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

RESTRUCTURING

Delete Restructuring / downsizing

10. Trident shall have the right to:

Plows or Add consent

- (a) 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 in any one transaction or \$5,000,000 in the aggregate (or in excess of these amounts, by order of this Court); *rights to 2nd Lien*
- (b) terminate 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, or failing such agreement, to deal with the consequences thereof in the Plan; *liens*
- (c) in accordance with paragraphs 11 and 12, vacate, abandon or quit any leased premises and/or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than seven (7) days' notice in writing to the relevant landlord on such terms as may be agreed upon between Trident and such landlord, or failing such agreement, 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, as Trident deems appropriate on such terms as may be agreed upon between Trident and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan; and

(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 being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above)

(f) settle claims of any of its customers and suppliers that are in dispute, with the approval of the Monitor, otherwise with the approval

for amounts less than \$0

of the Administrative Agent under the Second Lien Credit Agreement or further order of the Court.

At some point these become material 4245957.2

Alternative to deleting Restructuring powers

all of the foregoing to permit Trident to proceed with an orderly restructuring of the Business (the "Restructuring"); *Provided, however, that in no case shall any of the TEC Entities undertake any of the Restructuring activities*

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.

authorized pursuant to paragraphs 10(a), (c), (d) (e) or (b) without the

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

prior written consent of the Administrative Agent

(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.

under the Second Lien Credit Agreement.

**
Need CAP + back up re: critical vendor payments*

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

the TEC Entities

NOTE:

4245957_1

TEC Entities should not fund Ch. 11 Entities critical vendor payments

by any one of the TEC Entities

up to an aggregate amount not to exceed
-7- [CAP]

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 and (ii) can be made on such terms and conditions as will provide a material benefit to Trident and their stakeholders as a whole.

TEC
The TEC Group

14. 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:

For greater certainty, in no event shall any such payments be made by a TEC Group entity to

- (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.

No Loans should be made by TEC or a ch. 11 entity to a TEC Group entity or the TEC Group does not need \$ from the U.S.

INTER-COMPANY LOANS

TEC Entities

to other TEC Entities

pre-filing costs of litigation incurred by an Applicant that is not a TEC Group entity

15. The Applicants are authorized to make inter-company loans for the purposes of making payments in accordance with the Cash Flows (as this term is defined at paragraph 40 of the Dillabough Affidavit). 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:

TEC Entity or TEC (Beneficiary)

and intercompany loans to TEC to an aggregate maximum amount of \$5 million or account that is used for operating expenses and unrelated professional fees

4245957.7

Loans from TRC / Ch. 11 entities should not be authorized to the TEC Group.

(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 38 to 42 herein.

Not Required.

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, 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 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 sale shall be remitted to the Monitor pending a motion for distribution to secured creditors of the Protected Entity in accordance with their respective priorities.

and any existing security interests, charges or liens or other encumbrances

4245957_7

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~~ shall indemnify its directors and officers from all claims, costs, charges and expenses relating to the failure of Trident, 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 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 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 38 to 42 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

[The TEC Entities]

* TRC +
Ch. 11 entities
DFO NOT
to be
secured
by
assets
of
the
TEC
Entities

the TEC Entities

W: t

Am...

- (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; and
- (l) 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, 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.

acting reasonably

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. The Monitor, Canadian and US counsel to the Monitor, if any, and Canadian and US counsel to Trident, and the Financial Advisor 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. 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.~~

the TEC Entities

The TEC Entities

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

the TEC Entities

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

part of the TEC Entities
permitted in respect of transfers to TEC under this Order.

The TEC Entities may only fund TFC for the payment of the professional fees of Canadian and U.S. counsel to the Applicants that are not TEC Entities.

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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 38 to 42 hereof.

EMPLOYEE RETENTION PLAN

36. The employee retention plan described in the Dillabough Affidavit (the "Retention Plan") is hereby approved and Trident is hereby authorized to take all necessary steps required to finalize and implement the Retention Plan.

SA.

37. The employees of Trident subject to the Retention Plan shall be entitled to the benefit of and are hereby granted a charge (the "Retention Plan Charge") on the Property, which charge shall not exceed an aggregate amount of \$3,000,000, as security for the liability of Trident pursuant to the Retention Plan. The Retention Plan Charge shall have the priority set out in paragraphs 38 to 42 hereof.

VALIDITY AND PRIORITY OF CHARGES

38. The priorities of the Directors' Charge, Administration Charge, ~~Retention Plan 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);

Third - ~~Retention Plan Charge (to the maximum amount of \$3,000,000); and~~

Fourth - Inter-company Charge.

should rank behind 2nd Lien

?

39. The filing, registration or perfection of the Administration Charge, the Directors' Charge, ~~the Retention Plan 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

Security as if relate to

TEC Group

Priority over other Applicants' assets to be discussed.

coming into existence, notwithstanding any such failure to file, register, record or perfect. Notwithstanding anything herein, the Charges shall not attach to the Retainers.

40. 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.

41. Except as otherwise expressly provided for herein, or 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 Retention Plan Charge~~ or the Inter-company Charge, unless the said Applicant also obtains the prior written consent of the Monitor, the other Applicants and the beneficiaries of the Directors' Charge, the Administration Charge, ~~the Retention Plan Charge~~ or the Inter-company Charge, or further order of this Court.

42. The Directors' Charge, the Administration Charge, ~~the Retention Plan 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:

or the contractual security interests granted by the TEC Entities to the First Lien Agent or the Second Lien Agent.

First Lien Agent and Second Lien Agent

- (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

43. 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, the Retention Plan Charge and the Inter-company Charge amongst the various assets comprising the Property.

CROSS-BORDER PROTOCOL

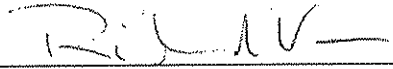
44. The cross-border protocol described in the Dillabough Affidavit and attached as Schedule "A" hereto be and is hereby approved and shall become effective upon its approval by the United States Bankruptcy Court for the District of Delaware and the parties to these proceedings and any other Person shall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

SERVICE AND NOTICE

45. 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

*
We have comments on the Protocol which we will provide at a later date.

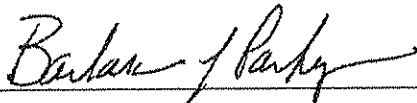
Attached is Exhibit D to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.

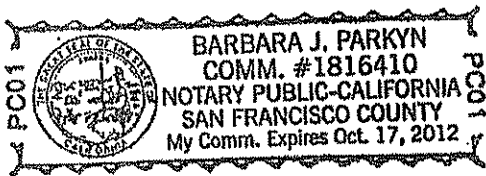

Richard H. Voon

State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.


Barbara J. Parkyn, Notary Public



(Seal of Notary Public)

Trident Resources Corp. - Canadian Entities Only
 Cash Continuity and Expected Cash Flows
 September 07, 2009

Amounts in Cdn\$000's

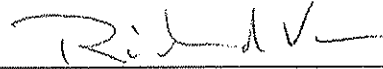
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Trident Resources Corp. - US Entities Only
 Cash Continuity and Expected Cash Flows
 September 07, 2008

Amounts in CDN\$000's

	2	4	8	10	12	14	18	20	22
Receipts									
Production Revenue	-	-	-	-	-	-	-	-	-
Receivables Collections	-	-	-	-	-	-	-	-	-
DIP Proceeds	-	-	-	-	-	-	-	-	-
Intercompany Transfers	600	-	1,200	-	-	1,300	-	-	1,200
Total Receipts	600	-	1,200	-	-	1,300	-	-	1,200
Disbursements									
Royalties	-	-	-	-	-	-	-	-	-
Opex	-	-	-	-	-	-	-	-	-
G&A	-	-	104	-	-	105	-	-	104
Capex	-	-	-	-	-	-	-	-	-
Professional Fees Restructuring	659	-	1,147	-	-	1,147	-	-	1,147
Intercompany Transfers	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
Debtor in Possession Financing - Interest & Fees	-	-	-	-	-	-	-	-	-
Commitment Fee	-	-	-	-	-	-	-	-	-
Total Disbursements	659	2	1,257	8	10	1,268	18	20	1,276
Cumulative Net Cash Flow	(59)	(2)	(57)	(8)	(10)	(14)	(18)	(20)	(22)
Opening Cash Position	1,100	1,041	1,035	978	970	948	986	948	928
Cumulative Net Cash Flow	(59)	(2)	(57)	(8)	(10)	(14)	(18)	(20)	(22)
DIP Borrowings	-	-	-	-	-	-	-	-	-
Closing Net Cash Position	1,041	1,039	978	970	948	934	968	928	906
									831

Attached is Exhibit E to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.

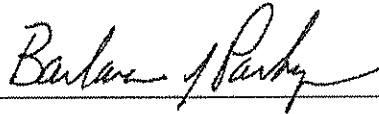


Richard H. Voon

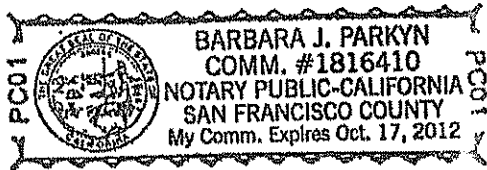
State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)

Trident

Summary of Professional Fees in CCAA Cash Flow Forecast

Advisor	Representing	Canada		US		Total
		%	\$	%	\$	\$
Akin Gump	Trident	80%	3,657	20%	915	4,572
Rothschild	Trident	80%	784	20%	196	980
FMC	Trident	100%	3,025	0%	-	3,025
Claims Agent	Trident	0%	-	100%	518	518
FTI	Monitor	100%	1,300	0%	-	1,300
McCarthy Tetrault	Monitor	100%	600	0%	-	600
Financial Advisor	2nd Liens	100%	518	0%	-	518
Legal Counsel	2nd Liens	100%	863	0%	-	863
Legal Counsel	06 Notes	0%	-	100%	518	518
Financial Advisor	UCC	0%	-	100%	805	805
Legal Counsel	UCC	0%	-	100%	1,151	1,151
Legal Counsel	TD 1st Lien	100%	150	0%	-	150
Total		73%	10,896	27%	4,101	14,997

Jodi L. Kinakin

From: Dan MacDonald
Sent: October 01, 2009 11:57 AM
To: RVoon@FarallonCapital.com
Cc: Brett Harrison; R. Craig Steele; Reema Kapoor
Subject: FW: exhibits to Voon affidavit are attached ~eom
Attachments: Exhibit E to Voon Affidavit.PDF; Exhibit I to Voon Affidavit.PDF; Exhibit H to Voon Affidavit.PDF; Exhibit G to Voon Affidavit.PDF; Exhibit F to Voon Affidavit.PDF; Exhibit D to Voon Affidavit.PDF; Exhibit C to Voon Affidavit.PDF; Exhibit B to Voon Affidavit.PDF; Exhibit A to Voon Affidavit.PDF

Richard:

Here are electronic copies of the exhibits and the cover pages for each exhibit to be signed by the notary.

Once you sign the affidavit (after we get final comments from GS) please send electronic copies of signing pages to us and send the original affidavit by fedex to Calgary.

mcmillan

Dan MacDonald

Partner (Chair - Litigation)
d 416.865.7169 | f 416.865.7048
c 905.302.6733
dan.macdonald@mcmillan.ca

Assistant: Tanya Brown | 416.865.7166 | tanya.brown@mcmillan.ca

McMillan LLP

Lawyers
Brookfield Place, 181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3
mcmillan.ca

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Please consider the environment before printing this e-mail.

Attached is Exhibit F to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.

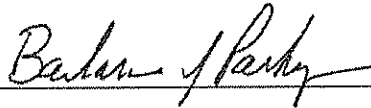


Richard H. Voon

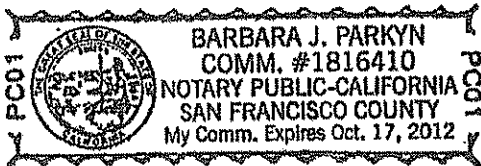
State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)

mcmillan

Reply Attention of Andrew J.F. Kent
Direct Line 416.865.7160
Internet Address andrew.kent@mcmillan.ca
Our File No. 85745
Date September 23, 2009

FRASER MILNER CASGRAIN LLP
15th Floor Bankers Court
850 2 Street SW
Calgary, Alberta T2P 0R8

Attention: Mr. David W. Mann

-and-

FRASER MILNER CASGRAIN LLP
1 First Canadian Place
100 King Street West
Toronto, Ontario M5X 1B2

Attention: Mr. Shayne Kuklowicz

Dear Sirs:

Re: Trident Exploration Corp. et al.

In our letter to you dated September 14 we advised you that our clients have substantive concerns about certain provisions of the Initial Order. Our letter set out our principal concerns in detail and attached a detailed mark-up with specific comments.

In a conference call on September 21, 2009 preliminary comments were made on behalf of your clients with respect to some of our concerns and we were advised that a more detailed discussion would take place at a meeting scheduled for September 24.

During our call you advised:

1. Representations were made to the US Bankruptcy Court by Trident's US counsel that the Canadian entities would not make inter-company loans or advances of more than US\$100,000 to the US entities until the final hearing in respect of the US first day orders scheduled for October 4th.
2. There would be no repayments of pre-filing inter-company loans or indebtedness.

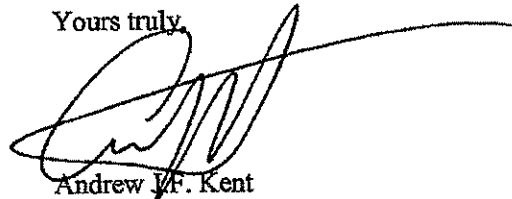
3. The US entities do not have any critical vendors. The only payments that needed to be made to preserve the US entities properties were certain protective license payments of nominal amounts. This did not come as a surprise to us in light of the fact that the US entities do not carry on an active business.
4. You also advised that any critical vendor payments which the Canadian entities wished to make needed to be approved by the Monitor in accordance with an established protocol. You also advised that to date, the Canadian entities were not experiencing a material amount of critical vendor requests at this time.
5. The Canadian Entities do not have any plans to conduct out of the ordinary course asset sales or other operational restructuring plans.

The discussion on the call with respect to our client's fundamental concern (that the Canadian entities not be the source for funding the restructuring of the US entities) made it clear to us that we will need the court to deal with at least some aspects of the Initial Order. As a result we would ask that you contact us today to schedule an early date for the return of a motion to deal with the Initial Order.

We remain prepared to discuss our concerns in detail at Thursday's meeting to attempt to narrow the scope of the issues which will have to be dealt with by the court. This morning we were advised by Mr. Kuklowicz that confidentiality agreements would have to be signed prior to the meeting on Thursday. The Initial Order is a public document and we can see no basis for a requirement that confidentiality agreements be in place before such discussions take place. Our clients are not prepared to sign confidentiality agreements as a pre-condition to discussing issues relating to the Initial Order. Please advise whether your client is prepared to proceed with the discussions on Thursday.

Please call to discuss upon receipt.

Yours truly,




Andrew J.F. Kent

/
Attach.

cc: FTI Consulting Canada ULC, as Monitor of the Applicants
McCarthy, Tetrault LLP, Counsel to the Monitor

Attached is Exhibit G to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.

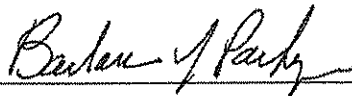


Richard H. Voon

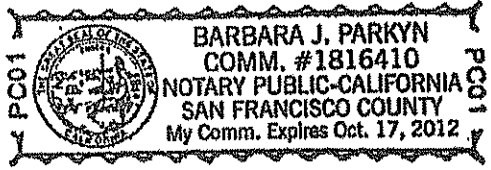
State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)



FMC

FRASER MILNER CASGRAIN LLP

R. Shayne Kukulowicz
Direct Line: (416) 863-4740
shayne.kukulowicz@fmc-law.com

Via E-mail PDF

September 23, 2009

McMillan LLP
Brookfield Place
181 Bay Street
Suite 4400
Toronto, ON M5J 2T3

Attention: Mr. Andrew J. F. Kent

Dear Sir:

Subject: Trident Exploration Corp. et al

We are in receipt of your letter dated September 23, 2009.

As you set out in your letter, there was a preliminary conference call on September 21, 2009 at your request to discuss some of your clients' concerns in advance of a more detailed discussion at an in-person meeting scheduled for September 24, 2009 (the "September 24 Meeting"). Also as noted, we have responded to a number of concerns raised by you on behalf of your clients and intend to continue such dialogue at the September 24 Meeting.

Our request on behalf of Trident for your clients and their advisors to execute a confidentiality agreement (a "CA") was related to information that we hoped to discuss at the September 24 Meeting which the company believes is commercially sensitive and confidential. Mr. Rostom of your office previously requested access to the Trident electronic data room and this request was again discussed in the context of a CA on our September 21st conference call.

During our conference call, the scope of the CA was discussed and you raised the concept that if the parties could not agree on what was indeed confidential, there would be an opportunity for

the court to make such determination. On September 22, 2009, we sent you an e-mail advising that such proposed provision in the CA was acceptable and accordingly, we requested that the CA be executed prior to the September 24 Meeting.

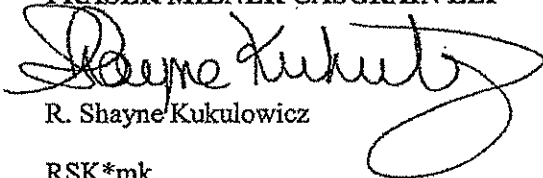
As we have advised on a number of occasions, and we will repeat again for clarity, a CA is not necessary in respect of a discussion of the terms of the Initial Order nor the details of the 13 week cash flows (some of which have already been provided to you).

We still hope to have a useful dialogue with your clients and are prepared to proceed with the September 24 Meeting subject to the limitations set out above.

Finally, we are aware of your efforts to treat this restructuring as a solely Canadian concern despite the fact that there are parallel insolvency proceedings in Canada and the U.S., the fact that the U.S. parent, TRC, is the single largest creditor of the Canadian estates and there are significant claims by the lenders to TRC which have been guaranteed by the Canadian entities. This is a North American restructuring. As such, the views of all constituents, U.S. and Canadian, will be considered and are necessary to achieve maximum value for *all* stakeholders. Going forward, please ensure that you copy Trident's U.S. counsel, Akin Gump, on all future communications.

Yours truly,

FRASER MILNER CASGRAIN LLP



R. Shayne Kukulowicz

RSK*mk

- cc: D. Mann, M. Wunder, FMC
- cc: G. Watson, N. Meakin, FTI
- cc: I. Dizengoff, S. Alberino, R. Jacobs, Akin Gump
- cc: N. Augustine, B. Shaw, Rothschild

7346169_1.DOC

Attached is Exhibit H to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.

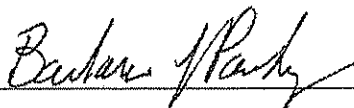
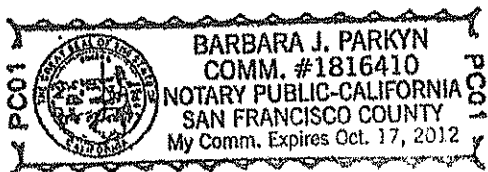


Richard H. Voon

State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public

(Seal of Notary Public)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	X	
	:	Chapter 11
TRIDENT RESOURCES CORP., <u>et al.</u> ,	:	Case No. 09-13150 (MFW)
	:	(Jointly Administered)
	:	
Debtors.	:	Hearing Date: 10/5/2009 at 10:30 a.m. EST
	X	Obj. Deadline: 9/28/2009 at 4:00 p.m. EST

**APPLICATION OF THE DEBTORS AND DEBTORS IN POSSESSION
FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF ROTHSCHILD INC. AS INVESTMENT
BANKER AND FINANCIAL ADVISOR FOR THE DEBTORS AND DEBTORS IN
POSSESSION NUNC PRO TUNC AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors" and, together with their non-Debtor affiliates and subsidiaries, "Trident"),¹ file this application (the "Application") for entry of an order, authorizing the employment and retention of Rothschild Inc. ("Rothschild") as investment banker and financial advisor for the Debtors as of the Petition Date (as defined herein) pursuant to sections 327(a), 328(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules"). In connection with this Application, the Debtors submit the declaration of

¹ The Debtors in these Chapter 11 Cases, along with each Debtor's place of incorporation and the last four digits of its federal tax identification number, where applicable, are: Trident Resources Corp. (*Delaware*) (2788), Aurora Energy LLC (*Utah*) (6650), NexGen Energy Canada, Inc. (*Colorado*) (9277), Trident CBM Corp. (*California*) (3534), and Trident USA Corp. (*Delaware*) (6451).

Neil A. Augustine, a Managing Director of Rothschild (the "Augustine Declaration"), which is attached hereto as **Exhibit B**. In support of this Application, the Debtors respectfully state as follows.

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief requested herein are sections 327(a), 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1.

Background

2. On September 8, 2009 (the "Petition Date"), the Debtors commenced reorganization proceedings (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code, in the United States Bankruptcy Court for the District of Delaware (the "Court"). All of the Debtors are also applicants in the Canadian Proceedings (defined below). The 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.

3. On the Petition Date, the Debtors along with Trident Exploration Corp. ("TEC") and certain of TEC's Canadian subsidiaries (collectively, the "Canadian Debtors")² 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"),

² The Canadian Debtors are as follows: Trident Exploration Corp., Fort Energy Corp., Fenenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd., Trident Resources Corp., Trident CBM Corp., Aurora Energy LLC, NexGen Energy Canada, Inc., and Trident USA Corp.

seeking relief from their creditors (collectively, the "Canadian Proceedings").³ Pursuant to the CCAA Initial Order entered in the Canadian Proceedings on September 8, 2009, the Canadian Court has authorized the Canadian Debtors to employ and compensate Rothschild pursuant to the Engagement Letter.

Request for Authority to Retain and Employ Rothschild

4. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit C**, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rules 2014-1 and 2016-2, (i) authorizing them to retain and employ Rothschild as financial advisor and investment banker in these Chapter 11 Cases, *nunc pro tunc* as of the Petition Date, in accordance with the terms and conditions set forth in that certain engagement letter dated as of November 1, 2007 (the "Original Engagement Letter"), as amended by that certain amendment letter dated as of October 7, 2008 (the "Amendment") and that certain joinder letter, dated August 27, 2009 (the "Joinder" and, together with the Original Engagement Letter, the Amendment and all exhibits attached thereto, the "Engagement Letter"),⁴ copies of which are attached hereto as **Exhibit A** and incorporated by reference herein, and (ii) and waiving certain informational requirements of Local Bankruptcy Rule 2016-2.

5. The terms of this Application, as well as the terms of the order requested by this Application and entered pursuant thereto, shall apply to any and all affiliates of the Debtors that

³ FTI Consulting Canada ULC ("FTI") has been appointed in the Canadian Proceedings as the court-appointed monitor (the "Monitor"). It is anticipated that the Monitor, as the foreign representative of the Canadian Debtors that are not debtors in these cases, will file petitions shortly and seek an order of the Court granting foreign main recognition status to such entities, under Chapter 15 of the Bankruptcy Code.

⁴ Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and

have not yet filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code as of the Petition Date, but which subsequently file such a petition during the pendency of these Chapter 11 Cases.

Rothschild's Qualifications

6. The Debtors seek to retain Rothschild as their investment banker and financial advisor because, among other things, Rothschild has extensive experience and an excellent reputation in providing high quality investment banking services to debtors and creditors in bankruptcy reorganizations and other restructurings. Rothschild is particularly well qualified to serve as the Debtors' financial advisor and investment banker in these Chapter 11 Cases.

7. Rothschild is a member of one of the world's leading independent investment banking groups, with more than 40 offices in more than 30 countries, including an office located at 1251 Avenue of the Americas, 51st Floor, New York, New York 10020. Rothschild has expertise in domestic and cross-border restructurings, mergers and acquisitions, and other financial advisory services, and with particular experience in providing high-quality financial advisory services to financially troubled companies. Rothschild is an experienced bankruptcy and restructuring advisor to debtors, bondholders, creditors' committees, single creditor classes, and secured creditors in a variety of industries. Rothschild is highly qualified to advise on strategic alternatives and its professionals have extensive experience in deals involving complex financial and operating restructurings. Moreover, Rothschild is a member of the National Association of Securities Dealers and the Securities Investor Protection Corporation.

the summaries provided herein. Additionally, any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Engagement Letter.

8. Rothschild and its professionals have extensive experience working with financially troubled companies from a variety of industries in complex financial restructurings, both out-of-court and in chapter 11 cases. Rothschild's business reorganization professionals have served as financial and strategic advisors in numerous cases, including, among others: In re Sea Launch Co., LLC, No. 09-12153 (BLS) (Bankr. D. Del. Aug. 8, 2009); In re Sun-Times Media Group, Inc., No. 09-11092 (CSS) (Bankr. D. Del. May 11, 2009); In re Tronox Inc., No. 09-10156 (ALG) (Bankr. D. Del. Apr. 7, 2009); In re PPI Holdings, Inc., No. 08-13289 (KG) (Bankr. D. Del. Feb. 4, 2009); In re Recycled Paper Greetings Inc., No. 09-10002 (KG) (Bankr. D. Del. Jan. 2, 2009); In re Milacron Inc., No. 0911235 (JVA) (Bankr. S.D. Ohio); In re Circuit City Stores, Inc., No. 08-35653 (KRH) (Bankr. E.D. Va. Nov. 10, 2008); In re VeraSun Energy Corp., No. 08-12606 (BLS) (Bankr. D. Del. Oct. 31, 2008); In re Motor Coach Industries International, Inc., No. 08-12136 (BLS) (Bankr. D. Del. Sept. 15, 2008); In re BHM Technologies, No. 08-04413 (SWD) (Bankr. W.D. Mich. May 19, 2008); In re Hilex Poly Co. LLC, No. 08-10890 (KJC) (Bankr. D. Del. May 6, 2008); In re Werner Holding Co. (DE), Inc., No. 06-10578 (KJC) (Bankr. D. Del. June 12, 2006) In re Delphi Corp., No. 05-44481 (RDD) (Bankr. S.D.N.Y. Nov. 30, 2005); In re Northwest Airlines Corp., No. 05-17930 (ALG) (Bankr. S.D.N.Y. Sept. 14, 2005); In re Solutia Inc., No. 03-17949 (PCB) (Bankr. S.D.N.Y. Mar. 11, 2005); In re Int'l Wire, No. 04-11991 (BRL) (Bankr. S.D.N.Y. July 1, 2004); In re James River Coal Co., No. 03-04095 (MFH) (Bankr. M.D. Tenn. May 23, 2003); In re Superior TeleCom Inc., et al., No. 03-10607 (KJC) (Bankr. D. Del. Apr. 10, 2003); In re WestPoint Stevens, Inc., No. 03-13532 (RDD); In re UAL Corp., No. 02-48191 (ERW) (Bankr. N.D. Ill. Dec. 9, 2002); In re Viasystems Group, Inc., No. 02-14867 (ALG) (Bankr. S.D.N.Y. Nov. 21, 2002); In re Guilford Mills, Inc., No. 02-40667 (BRL) (Bankr. S.D.N.Y. June 26, 2002).

9. In light of the size and complexity of these Chapter 11 Cases, the resources, capabilities, and experience of Rothschild in advising the Debtors are crucial to the success of these Chapter 11 Cases. An investment bank and financial advisor, such as Rothschild, fulfills a critical service that complements the services provided by the Debtors' other professionals. As discussed in detail below, Rothschild will concentrate its efforts on serving as the Debtors' investment bank and financial advisor in these Chapter 11 Cases and, more specifically, in formulating strategic alternatives and assisting the Debtors in their efforts with regard to a restructuring, financing, and/or sale (or any combination thereof). For the aforementioned reasons, the Debtors require the services of a capable and experienced financial advisor and investment banker such as Rothschild.

10. Furthermore, as a result of the prepetition work performed on behalf of the Debtors since Rothschild's retention on November 1, 2007, Rothschild acquired significant knowledge of the Debtors and their businesses and is now intimately familiar with the Debtors' financial affairs, debt structure, business operations, capital structure, key stakeholders, financing documents and other related material information. Likewise, in providing prepetition services to the Debtors, Rothschild's professionals have worked closely with the Debtors' management and their other advisors. Accordingly, Rothschild has developed relevant experience and expertise regarding the Debtors that will assist it in providing effective and efficient services in these Chapter 11 Cases.

11. Prior to the commencement of these Chapter 11 Cases, Rothschild regularly provided representation and advice to Trident, including the Debtors and the Canadian Debtors, as long-standing clients of the firm. Because the Debtors' and the Canadian Debtors' interests are united in their integrated business relationship, the Debtors' ability to successfully reorganize

is dependent on the reorganization of the jointly operated Trident businesses in Canada and in the U.S. Therefore, the Debtors desire to have Rothschild continue to advise the Debtors and the Canadian Debtors regarding issues that affect their joint interests and their respective reorganization efforts in order to facilitate a joint and coordinated approach to the restructuring in both jurisdictions.

Services to Be Provided

12. Subject to further order of this Court, and consistent with the Engagement Letter, the Debtors request the employment and retention of Rothschild to render to Trident the following financial advisory and investment banking services as necessary, appropriate and feasible and as requested by Trident:

- (a) identifying and/or initiating potential Transactions;
- (b) reviewing and analyzing Trident's assets and the operating and financial strategies of the Debtors;
- (c) reviewing and analyzing the business plans and financial projections prepared by Trident including, but not limited to, testing assumptions and comparing those assumptions to historical Trident and industry trends;
- (d) evaluating Trident's debt capacity in light of its projected cash flows and assisting in the determination of an appropriate capital structure for the Debtors;
- (e) assisting Trident and its other professionals in reviewing the terms of any proposed Transactions, in responding thereto and, if directed, in evaluating alternative proposals for a Transaction;
- (f) determining a range of values for Trident and any securities that the Debtors offers or proposes to offer in connection with a Transaction;
- (g) advising Trident on the risks and benefits of considering a Transaction, with respect to the Debtors' intermediate and long-term business prospects and strategic alternatives to maximize the business enterprise value of Trident;
- (h) assisting Trident with its operations and maintenance of an electronic data room in connection with a Transaction;

- (i) reviewing and analyzing any proposals Trident receives from third parties in connection with a Transaction, including, without limitation, any proposals for debtor in possession financing, as appropriate;
- (j) assisting Trident with its negotiations concerning the potential upsizing of its second lien term facility with its current second lien term loan facility lenders;
- (k) assisting or participating in negotiations with the parties in interest, including, without limitation, any interested purchaser and/or merger partners, any current or prospective creditors of, holders of equity in, or claimants against Trident and/or its respective representatives in connection with a Transaction;
- (l) advising Trident with respect to, and attending, meetings of the Debtors' board of directors, creditor groups, official constituencies and other interested parties, as necessary;
- (m) participating in hearings before the Court and providing relevant testimony with respect to various matters described in the Engagement Letter and issues arising in connection with any proposed plan of reorganization; and
- (n) rendering such other financial advisory and investment banking services as may be agreed upon by Rothschild and Trident.

13. The services that Rothschild will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. The Debtors believe that the services will not duplicate the services that other professionals will be providing to the Debtors in these Chapter 11 Cases. Specifically, Rothschild will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

Professional Compensation and Fee Applications

14. Rothschild intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, guidelines established by the Office of the United States Trustee for the District of Delaware and any other applicable procedures and orders

of the Court and consistent with the proposed compensation set forth in the Engagement Letter (the "Fee Structure").

15. In consideration of the services to be provided by Rothschild, and as more fully described in the Engagement Letter, subject to this Court's approval the Debtors have agreed to pay Rothschild in cash under the following fee structure (the "Fee Structure"): ⁵

<u>Retainer</u>	A non-refundable retainer equal to \$200,000 (the " <u>Retainer</u> "). ⁶
<u>Monthly Fee</u>	A monthly advisory fee in an amount equal to \$200,000 per month, payable in advance on the first day of each month.
<u>Restructuring Fee</u>	A fee of \$8,500,000 payable in cash upon the closing of a Transaction. Fifty percent (50%) of any New Capital Fee (except for any New Capital Fee earned in connection with additional second lien term loan financing) shall be credited against the Restructuring Fee; <u>provided</u> , that in no event shall such credit exceed \$3,500,000. The Restructuring Fee, to the extent paid and not otherwise credited, shall be credited against the M&A Fee; <u>provided</u> , that in no event shall such credit exceed the M&A Fee otherwise payable. In the event the Debtors consummate an M&A Transaction pursuant to Section 363 of the Bankruptcy Code, the total fee earned by Rothschild shall be the greater of the Restructuring Fee and the M&A Fee.
<u>M&A Fee</u>	In the event that that Trident consummates an M&A Transaction, Trident agrees to pay Rothschild a fee equal to 1.25% of the Aggregate Consideration at the closing of any such M&A Transaction. The M&A Fee, to the extent paid and not otherwise credited, shall be credited against the Restructuring Fee; <u>provided</u> , that in no event shall such credit exceed the Restructuring Fee otherwise payable under the Engagement Letter.

⁵ Because the IPO fees are not payable in bankruptcy, such fees, although contained in the Engagement Letter, are not described herein.

⁶ As of the Petition Date, Rothschild holds \$220,982.05 on account of the Retainer. \$20,982.05 of the Retainer was received within the 90 days prior to the Petition Date as a result of Rothschild receiving \$50,000 in pre-paid estimated expenses and applying \$29,017.95 to pre-petition expenses. Rothschild will apply the Retainer to any additional unbilled pre-petition expenses if such expenses exist.

New Capital Fee

(a) Until the earlier of October 7, 2009 or the date that certain parties as described in the Engagement Letter are no longer assisting the Debtors with respect to capital raising, if a debt refinancing occurs, but not an IPO and Rothschild is not the lead financial advisor with respect to such debt financing, a New Capital Fee of 0.5% of the gross proceeds raised in any financing (including debtor-in-possession financing or exit financing); provided that if Rothschild is the lead financial advisor, the New Capital Fee as set forth in clause (b)(i) below shall be the applicable fee.

(b) After the earlier of October 7, 2009 or the date that certain parties as described in the Engagement Letter are no longer assisting the Debtors with respect to capital raising, a New Capital Fee based on a percentage of the gross proceeds raised in any financing (including any debtor-in-possession financing or exit financing) and calculated as follows: (i) 1.5% for secured debt raised; (ii) 2.5% for unsecured debt raised; (iii) 4.0% for subordinated debt raised; (iv) 6.0% for equity raised, excluding any equity raised in conjunction with an IPO. The New Capital Fee shall be payable upon the closing of the transaction by which the new capital is committed. In the event that one or more of Trident's current second lien term loan facility lenders has provided Trident with additional second lien term loan financing of any additional amounts on or after November 20, 2007, the New Capital Fee payable to Rothschild with respect to such additional second lien term loan financing amounts shall equal 0.75% of such amounts (the "Existing Lenders New Capital Fee Reduction").

Additional Credits

To the extent not otherwise credited under the Engagement Letter, Rothschild shall credit (a) fifty percent (50%) of the paid Monthly Advisory Fees in excess of \$3,600,000 against the aggregate amount of the applicable New Capital Fee (except for any New Capital Fee determined by using the Existing Lenders New Capital Fee Reduction), the applicable IPO Fee, the M&A Fee and the Restructuring Fee, and (b) to the extent available any not otherwise applied against the fees and expenses of Rothschild under the terms of the Engagement Letter, any unapplied portion of the Retainer, payable to Rothschild under the Engagement Letter.

16. In addition to the fees described above, the Debtors agree to reimburse Rothschild for all of Rothschild's reasonable expenses incurred in connection with the performance of its

engagement under the Engagement Letter, including, without limitation, reasonable fees, disbursements, and other charges by Rothschild's counsel. Reasonable expenses shall also include, but not be limited to, expenses incurred in connection with travel and lodging, data processing and communication charges, research, and courier services.

17. The hours worked, the results achieved, and the ultimate benefit to the Debtors for the work performed by Rothschild in connection with its engagement may vary and the Debtors and Rothschild have taken this into account in setting the above fees. The Fee Structure described above was established to reflect the difficulty of the extensive assignments Rothschild expects to undertake and the challenging nature of this engagement. Further, the Fee Structure is consistent with Rothschild's normal and customary billing practices for cases of this size and complexity which require the level of services to be provided. Accordingly, Rothschild and the Debtors believe the Fee Structure is both reasonable and market-based.

18. Rothschild will file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the guidelines established by the U.S. Trustee and any applicable orders of this Court.

19. It is not the general practice of investment banking firms, including Rothschild, to keep detailed time records similar to those customarily kept by attorneys and required by Local Rule 2016-2(d). Because Rothschild does not ordinarily maintain contemporaneous time records in one-tenth hour (.10) increments or provide or conform to a schedule of hourly rates for its professionals, pursuant to Local Rule 2016-2(g), Rothschild should be excused from compliance with such requirements and should only be required to maintain time records in half-hour (0.50) increments setting forth, in a summary format, a description of the services rendered by each

professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors.

20. Rothschild will also maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Rothschild's applications for compensation and expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter, in accordance with the procedures established by the Court.

Indemnification Provisions

21. As part of the overall compensation payable to Rothschild under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification and contribution obligations as described in the Engagement Letter and Exhibit A thereto (the "Indemnification Obligations"). More specifically, the Indemnification Obligations provide that the Debtors will indemnify and hold Rothschild harmless against liabilities arising out of or in connection with its retention by the Debtors, except for any liability for losses, claims, damages, or liabilities incurred by the Debtors that are finally judicially determined by a court of competent jurisdiction to have primarily resulted from the gross negligence, willful misconduct, or fraud of Rothschild.

22. The Debtors acknowledge and agree that Rothschild's strategic and financial expertise as well as its capital markets knowledge, financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Rothschild's engagement hereunder, were important factors in determining the Fee Structure, and the ultimate benefit to the Debtors of Rothschild's services hereunder could not be measured by reference to the number of hours to be expended by Rothschild's professionals in the performance of such services.

23. The Debtors also acknowledge and agree that the Fee Structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort

will be required of Rothschild and its professionals hereunder and in light of the fact that (a) such commitment may foreclose other opportunities for Rothschild and (b) the actual time and commitment required of Rothschild and its professionals to perform its services hereunder may vary substantially from week to week and month to month, creating "peak load" issues for Rothschild.

24. The Debtors and Rothschild believe the Indemnification Obligations are customary and reasonable for financial advisory and investment banking engagements, both out of court and in Chapter 11 Cases. See, e.g., In re New Century TRS Holdings, Inc., No. 07-10416 (KJC) (Bankr. D. Del. Apr. 25, 2007); In re Calpine Corp., No. 05-60200 (BRL) (Bankr. S.D.N.Y. May 2, 2006); In re FLYi, Inc., No. 05-20011 (MFW) (Bankr. D. Del. Jan. 17, 2006); In re Delphi Corp., Case No. 05-44481 (Bankr. S.D.N.Y. Nov. 30, 2005); In re Foamex Int'l, Inc., No. 05-12685 (PJW) (Bankr. D. Del. Oct. 17, 2005); In re Collins & Aikman Corp., No. 05-55927 (SWR) (Bankr. E.D. Mich. July 18, 2005); In re Republic Engineered Prods. Holdings, Inc., Case No. 03-55118 (Bankr. N.D. Ohio Dec. 3, 2003); In re Snyders Drug Store, Inc., Case No. 03-44577 (Bankr. N.D. Ohio Sept. 30, 2003 and Oct. 8, 2003); In re Oakwood Homes Corp., No. 02-13396 (PJW) (Bankr. D. Del. July 21, 2003); In re NTELOS, Inc., No. 03-32094 (DOT) (Bankr. E.D. Va. Apr. 16, 2003); In re U.S. Airways, Inc., No. 02-83984 (SJM) (Bankr. E.D. Va. Aug. 12, 2002); In re Phar-Mor, Inc., Case No. 01-44007 (Bankr. N.D. Ohio Oct. 11, 2001); In re LTV Steel, Inc., Case No. 00-43866 (Bankr. N.D. Ohio Feb. 20, 2001); In re United Artists Theatre Co., No. 00-3514 (SLR) (Bankr. D. Del. Nov. 14, 2000); In re Motor Coach Industries International, Inc., Case No. 08-12136 (Bankr. D. Del. September 15, 2008); In re VeraSun Energy Corporation, Case No. 08-12606 (Bankr. D. Del. October 31, 2008); In re Recycled Paper Greetings Inc., No. 09-10002 (KG) (Bankr. D. Del. Jan. 2, 2009).

25. The terms and conditions of the Engagement Letter, including the Indemnification Obligations contained therein, were negotiated by the Debtors and Rothschild at arm's length and in good faith. The Debtors respectfully submit that the Indemnification Obligations contained in the Engagement Letter, viewed in conjunction with the other terms of Rothschild's proposed retention, are reasonable and in the best interests of the Debtors, their estates, and all parties in interest. Accordingly, as part of this application, the Debtors request that this Court approve the Indemnification Obligations.

Basis for Relief

26. The Debtors seek approval of the Fee Structure and Engagement Letter pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. . . ." 11 U.S.C. § 328(a). Accordingly, section 328 of the Bankruptcy Code permits the compensation of professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions, which is a significant departure from prior bankruptcy practice relating to the compensation of professionals. As the United States Court of Appeals for the Fifth Circuit recognized in In re Nat'l Gypsum Co., 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present section 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based on relevant factors of time and comparable costs, etc. Under present section 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted). Owing to this inherent uncertainty, courts have approved similar arrangements that contain reasonable terms and conditions under section 328 of the Bankruptcy Code. See, e.g., In re U.S. Airways, Inc., 02-83984 (SJM) (Bankr. E.D. Va. Aug. 12, 2002); see also In re J.L. French Auto. Castings, Inc., No. 06-10119 (MFW) (Bankr. D. Del. March 24, 2006).

27. Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended section 328(a) of the Bankruptcy Code as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a) (emphasis added). This amendment makes clear the ability of the Debtors to retain, with court approval, a professional on a fixed percentage fee basis or on a contingent fee basis such as the Fee Structure set forth in the Engagement Letter.

28. Similar fixed and contingency fee arrangements have been approved and implemented by courts in other large Chapter 11 Cases. See, e.g., In re Tronox Inc., No. 09-10156 (Bankr. S.D.N.Y. January 12, 2009); In re Dura Auto. Sys., Inc., No. 06-11202 (Bankr. D. Del. Dec. 7, 2006); In re J.L. French Auto. Castings, Inc., No. 06-10119 (Bankr. D. Del. Mar. 24, 2006); In re FLYI, Inc., No. 05-20011 (Bankr. D. Del. January 17, 2006); In re Delphi Corp., No. 05-44481 (Bankr. S.D.N.Y. Nov. 30, 2005); In re Foamex Int., Inc., No. 05-12685 (Bankr. D. Del. October 17, 2005); In re Solutia Inc., No. 03-17949 (Bankr. S.D.N.Y. April 13 2003); In re Superior TeleCom Inc., No. 03-10607 (Bankr. D. Del. Apr. 10, 2003); In re UAL Corp., No. 02-48191 (Bankr. N.D. Ill. February 21, 2003); In re Guilford Mills, Inc., No. 02-40667 (Bankr.

S.D.N.Y. June 26, 2002); In re Kaiser Aluminum Corp., No. 02-10429 (Bankr. D. Del. Mar. 9, 2002); In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Feb. 5, 2002); In re Trans World Airlines, Inc., No. 01-0056 (Bankr. D. Del. Jan. 26, 2001); In re Motor Coach Industries International, Inc., Case No. 08-12136 (Bankr. D. Del. September 15, 2008); In re VeraSun Energy Corporation, Case No. 08-12606 (Bankr. D. Del. October 31, 2008); In re Recycled Paper Greetings Inc., No. 09-10002 (KG) (Bankr. D. Del. Jan. 2, 2009).

29. The Debtors believe the Fee Structure and Indemnification Obligations set forth in the Engagement Letter are reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee Structure and Indemnification Obligations adequately reflect: (a) the nature of the services to be provided by Rothschild; and (b) fee structures and indemnification provisions typically utilized by Rothschild and other leading financial advisory and investment banking firms, which do not bill their time on an hourly basis and generally are compensated on a transactional basis. In particular, the Debtors believe the proposed Fee Structure creates a proper balance between fixed, monthly fees, and contingency fees based on the successful consummation of certain sales of the Debtors' assets, raises of new capital and the overall success of these Chapter 11 Cases. Moreover, Rothschild's substantial experience with respect to financial advisory and investment banking services, coupled with the nature and scope of work already performed by Rothschild before the Petition Date, further suggest the reasonableness of the Fee Structure and Indemnification Obligations.

Rothschild's Disinterestedness

30. In reliance on the Augustine Declaration, the Debtors believe that, except as set forth herein and in the Augustine Declaration: (i) Rothschild has no connection with the Debtors, their creditors, the United States Trustee for the District of Delaware (the "United States Trustee"), any person employed in the office of the United States Trustee or any other party with

an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants; (ii) Rothschild is not a creditor, equity security holder or insider of the Debtors; (iii) Rothschild is not and was not, within two years of the Petition Date, a director, officer or employee of the Debtors; and (iv) Rothschild does not have an interest materially adverse to the Debtors, their respective estates or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with or interest in the Debtors, or for any other reason. In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. and received \$3,354,000 for such services. Rothschild's engagement by the Ad Hoc Committee concluded in August 2007. Accordingly, the Debtors believe that Rothschild is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

31. In the 90 days prior to the Petition Date, the Debtors paid Rothschild \$600,000.00 for fees and \$37,053.42 for reimbursement of expenses. As of the Petition Date, Rothschild holds \$220,982.05 on account of the Retainer (\$20,982.05 of which was received within the 90 days prior to the Petition Date).

32. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Rothschild's retention are discovered or arise, Rothschild will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Notice

33. No trustee, examiner, or statutory committee has been appointed in these Chapter 11 Cases. The Debtors served notice of this Application on (i) the United States Trustee for the District of Delaware; (ii) the largest unsecured creditors in these cases (on a consolidated basis); (iii) each of the agents, or their counsel, if known, under the Debtors' prepetition credit facilities; (iv) the Office of the United States Attorney for the District of Delaware; (v) the Internal Revenue Service; and (vi) those parties entitled to notice pursuant to Bankruptcy Rule 2002, in accordance with Local Bankruptcy Rule 2002-1(b). In light of the relief requested, the Debtors submit that no further notice is needed.

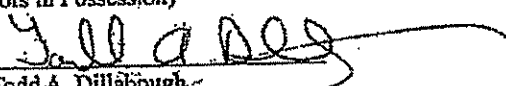
No Prior Request

34. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein and in the Augustine Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached as Exhibit C, (a) authorizing the Debtors to employ and retain Rothschild as their investment banker and financial advisor effective as of the Petition Date, (b) approving the terms of the Engagement Letter and the Indemnification Agreement, and (c) granting such other and further relief as the Court deems appropriate.

Dated: September 17, 2009
Calgary, Alberta, Canada

Trident Resources Corp.
(for itself and on behalf of its affiliated Debtors and
Debtors in Possession)

By: 
Todd A. Dillabough
Chief Executive Officer,
Chief Operating Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
: :
TRIDENT RESOURCES CORP., et al. : Case No. 09-13150 (MFW)
: :
: Jointly Administered
Debtors. :
: Objection Deadline: 9/28/09 at 4:00 p.m.
: Hearing Date: 10/5/09 at 10:30 a.m.
: :
-----X

NOTICE OF APPLICATION AND HEARING

PLEASE TAKE NOTICE that, on September 17, 2009, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the **Application of the Debtors and Debtors in Possession for Entry of an Order Authorizing the Employment and Retention of Rothschild Inc. as Investment Banker and Financial Advisor for the Debtors and Debtors in Possession *Nunc Pro Tunc* as of the Petition Date** (the "Application") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Application must be in writing, filed with the Clerk of the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned proposed counsel for the Debtors on or before September 28, 2009 at 4:00 p.m. (Eastern Daylight Time).

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed, served and received and such objection is not otherwise timely resolved, a hearing to consider such

objection and the Application will be held before The Honorable Mary F. Walrath at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801 on October 5, 2009 at 10:30 a.m. (Eastern Daylight Time).

IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING

Dated: September 17, 2009
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Paul Heath (No. 3704)
Chun I. Jang (No. 4790)
Travis A. McRoberts (No. 5274)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
(302) 651-7700 (Telephone)
(302) 651-7701 (Facsimile)

and

AKIN GUMP' STRAUSS HAUER & FELD LLP
Ira S. Dizengoff, *pro hac vice* admission pending
Ryan C. Jacobs, *pro hac vice* admission pending
One Bryant Park
New York, NY 10036
(212) 872-1000 (Telephone)
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and

AKIN GUMP STRAUSS HAUER & FELD LLP
Scott L. Alberino, *pro hac vice* admission pending
1333 New Hampshire Avenue, N.W.
Washington DC 20036
(202) 887-4000 (Telephone)
(202) 887-4288 (Facsimile)

PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A
Engagement Letter

As of November 1, 2007

Eugene Davis
Chairman of the Board of Directors
Trident Resources Corp.
Suite 1000
444-7th Avenue SW
Calgary AB T2P 0X8
Canada



Dear Mr. Davis:

This letter (the "Agreement") will confirm the terms and conditions of the agreement between Trident Resources Corp., collectively with its direct and indirect subsidiaries, (the "Company") and Rothschild Inc. ("Rothschild") regarding the retention of Rothschild as financial advisor and investment banker to the Company in connection with a possible Transaction (as defined below).

Section 1 Services to be Rendered In connection with the formulation, analysis and implementation of various options for a Transaction or any series or combination of Transactions, Rothschild will perform such services as the Company may request including, but not limited to, the following:

- (a) to the extent deemed desirable by the Company, identify and/or initiate potential Transactions;
- (b) to the extent Rothschild deems necessary, appropriate and feasible, or as the Company may request, review and analyze the Company's assets and the operating and financial strategies of the Company;
- (c) review and analyze the business plans and financial projections prepared by the Company including, but not limited to, testing assumptions and comparing those assumptions to historical Company and industry trends;
- (d) evaluate the Company's debt capacity in light of its projected cash flows and assist in the determination of an appropriate capital structure for the Company;
- (e) assist the Company and its other professionals in reviewing the terms of any proposed Transaction or other transaction, in responding thereto and, if directed, in evaluating alternative proposals for a Transaction;
- (f) determine a range of values for the Company and any securities that the Company offers or proposes to offer in connection with a Transaction;
- (g) advise the Company on the risks and benefits of considering a Transaction with respect to the Company's intermediate and long-term business prospects and strategic alternatives to maximize the business enterprise value of the Company;

Rothschild Inc.
1251 Avenue of the Americas
New York, NY 10020
www.rothschild.com

Neil Augustine
Managing Director
Telephone 212 403-5411
Facsimile 212 403-3734
Email neil.augustine@us.rothschild.com



(h) assist the Company with its operation and maintenance of an electronic data room in connection with a Transaction;

(i) review and analyze any proposals the Company receives from third parties in connection with a Transaction or other transaction, including, without limitation, any proposals for debtor-in-possession financing, as appropriate;

(j) assist the Company with its negotiations concerning the potential upsizing of its second lien term loan facility with its current second lien term loan facility lenders;

(k) assist or participate in negotiations with the parties in interest, including, without limitation, any interested purchasers and / or merger partners, any current or prospective creditors of, holders of equity in, or claimants against the Company and/or their respective representatives in connection with a Transaction;

(l) advise and attend meetings of the Company's Board of Directors, creditor groups, official constituencies and other interested parties, as necessary;

(m) in the event the Company determines to commence Chapter 11 cases or any applicable similar Canadian proceedings in order to pursue a Transaction, and if requested by the Company, participate in hearings before the Bankruptcy Court in which such cases are commenced (the "Bankruptcy Court") and provide relevant testimony with respect to the matters described herein and issues arising in connection with any proposed Plan (as defined below); and

(n) render such other financial advisory and investment banking services as may be agreed upon by Rothschild and the Company in connection with any of the foregoing.

As used herein, the term "Transaction" shall mean, collectively, whether pursuant to a plan of reorganization (a "Plan") confirmed in connection with any case or cases commenced by or against the Company, any of its subsidiaries, any of its affiliates or any combination thereof, whether individually or on a consolidated basis (a "Bankruptcy Case"), under Title 11 of the United States Code §§ 101 et seq. (the "Bankruptcy Code"), the Companies' Creditors Arrangement Act (Canada) ("CCAA"), the Canada Business Corporations Act ("CBCA"), the Bankruptcy and Insolvency Act (Canada) ("BIA"), the Recovery and Bankruptcy Code ("RBC"), and applicable similar legislation or statute, or otherwise; (a) any transaction or series of transactions that effects or proposes to effect material amendments to or other material changes in any material portion of the Company's aggregate outstanding indebtedness, trade claims, leases (both on and off balance sheet) and other liabilities including any exchange or repurchase of the Company's indebtedness (each, a "Restructuring Transaction"); (b) (i) any merger, consolidation, reorganization, recapitalization, financing, refinancing, business combination or other transaction



pursuant to which the Company (or control thereof) is acquired by, or combined with, any person, group of persons, partnership, corporation or other entity (an "Acquirer") or (ii) any acquisition, directly or indirectly, by an Acquirer (or by one or more persons acting together with an Acquirer pursuant to a written agreement or otherwise), whether in a single transaction, multiple transactions or a series of transactions, of (x) any material portion of the assets or operations of the Company or (y) any outstanding or newly-issued shares of the Company's capital stock or any securities convertible into, or options, warrants or other rights to acquire such capital stock or other equity securities of the Company, for the purpose of effecting a recapitalization or change of control of the Company (each, an "M&A Transaction"); or (c) any restructuring, reorganization, exchange offer, tender offer, refinancing, or any similar transaction having substantially the same effect (as determined by the parties in good faith) as any of the transactions contemplated by clauses (a), (b) or (c) above, whether or not pursuant to a Plan.

In performing its services pursuant to this Agreement, and notwithstanding anything to the contrary herein, Rothschild is not assuming any responsibility for the Company's decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Transaction. Rothschild shall not have any obligation or responsibility to provide accounting, audit, "crisis management" or business consultant services to the Company, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements.

Section 2 Information Provided by the Company.

(a) The Company will cooperate with Rothschild and furnish to, or cause to be furnished to, Rothschild any and all information as Rothschild deems appropriate to enable Rothschild to render services hereunder (all such information being the "Information"). The Company recognizes and confirms that Rothschild (i) will use and rely solely on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having assumed any obligation to verify independently the same; (ii) does not assume responsibility for the accuracy or completeness of the Information and such other information, and (iii) will not act in the official capacity of an appraiser of specific assets of the Company or any other party. The Company confirms that the information to be furnished by the Company, when delivered, to the best of its knowledge will be true and correct in all material respects, will be prepared in good faith, and will not contain any material misstatement of fact or omit to state any material fact. The Company will promptly notify Rothschild if it learns of any material inaccuracy or misstatement in, or material omission from, any Information theretofore delivered to Rothschild. Company acknowledges that in the course of this engagement it may be necessary for Rothschild and the Company to communicate electronically.

(b) The Company further acknowledges that although Rothschild will use commercially reasonable procedures to check for the most commonly known viruses, the



electronic transmission of information cannot be guaranteed to be secure or error-free. Furthermore such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, the Company agrees that Rothschild shall have no liability to the Company with respect to any error or omission arising from or in connection with: (i) the electronic communication of information to the Company; or (ii) the Company's reliance on such information.

(c) Except as contemplated by the terms hereof or as required by applicable law or legal process and for a period of one year after the termination of this Agreement, Rothschild shall keep confidential all material non-public Information provided to it by or at the request of the Company, and shall, for a period of one year from the date hereof, not disclose such Information to any third party or to any of its employees or advisors except to those persons who have a need to know such Information in connection with Rothschild's performance of its responsibilities hereunder and who are advised of the confidential nature of the Information and who agree to keep such Information confidential. The obligations set forth in this clause (c) are in addition to and shall in no way be deemed to be a limitation of any of the terms of the confidentiality agreement between the Company and Rothschild dated November 6, 2007 (the "Confidentiality Agreement").

Section 3 Application for Retention of Rothschild. In the event the Company determines to commence any proceedings under the Bankruptcy Code, CCAA, CBCA, BIA, RBC or any applicable similar legislation or statute in order to pursue a Transaction, the Company shall apply promptly to the Bankruptcy Court pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure, applicable local rules and procedural orders of the Bankruptcy Court and procedural guidelines established by the Office of the United States Trustee or applicable similar statute or rule, for approval of (a) this Agreement and (b) Rothschild's retention by the Company under the terms of this Agreement, *nunc pro tunc* to the date of this Agreement, and shall use its commercially reasonable best efforts to obtain relevant authorization thereof. The Company shall use its commercially reasonable best efforts to obtain such approval and authorization subject only to the subsequent review by the Bankruptcy Court (or other relevant authority) under the standard of review provided in Section 328(a) of the Bankruptcy Code (or applicable similar statute or rule), and not subject to the standard of review set forth in Section 330 of the Bankruptcy Code (or applicable similar statute or rule). The Company shall supply Rothschild and its counsel with a draft of such application and any proposed order authorizing Rothschild's retention sufficiently in advance of the filing of such application and proposed order to enable Rothschild and its counsel to review and comment thereon. Rothschild shall have no obligation to provide any services under this Agreement unless Rothschild's retention under the terms of this Agreement is approved in the manner set forth above by a final order of the Bankruptcy Court (or other relevant authority) no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is reasonably acceptable to Rothschild in all respects.



Rothschild acknowledges that in the event that the Bankruptcy Court (or other relevant authority) approves its retention by the Company pursuant to the application process described in this Section 3, payment of Rothschild's fees and expenses shall be subject to (i) the jurisdiction and approval of the Bankruptcy Court (or other relevant authority) under Section 328(a) of the Bankruptcy Code and any order approving Rothschild's retention, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications. In the event that Rothschild's engagement hereunder is approved by the Bankruptcy Court (or other relevant authority), the Company shall pay all fees and expenses of Rothschild hereunder as promptly as practicable in accordance with the terms hereof and the orders governing interim and final fee applications, and after obtaining all necessary further approvals, if any, from the Bankruptcy Court (or other relevant authority). In so agreeing to seek Rothschild's retention under Section 328(a) of the Bankruptcy Code (or applicable similar statute or rule), the Company acknowledges that it believes that Rothschild's general restructuring experience and expertise, its knowledge of the industry in which the Company operates and the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Transaction, that the value to the Company of Rothschild's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the Monthly Fee, the New Capital Fee, the IPO Fee, the M&A Fee and the Restructuring Fee (as each is defined below) are reasonable regardless of the number of hours to be expended by Rothschild's professionals in performance of the services to be provided hereunder.

Section 4 Fees of Rothschild. As compensation for the services rendered hereunder, the Company, and its successors, if any, agree to pay Rothschild (via wire transfer or other mutually acceptable means) the following fees in cash:

(a) As of the date hereof, a non-refundable retainer equal to US\$200,000 for retaining Rothschild as financial advisor to the Company (the "Retainer"). The Retainer shall be paid at the commencement of services as of the date hereof and shall be payable upon the execution of this Agreement by each of the parties hereto.

(b) Commencing as of the date hereof, and whether or not a Transaction is proposed or consummated, a cash advisory fee (the "Monthly Fee") of US\$200,000 per month during the term hereof. The initial Monthly Fee shall be pro-rated based on the commencement of services as of the date hereof and shall be payable by the Company upon the execution of this Agreement by each of the parties hereto, and thereafter the Monthly Fee shall be payable by the Company in advance on the first day of each month.

(c) A New Capital Fee based on a percentage of the gross proceeds raised in any financing (including any debtor-in-possession financing or exit financing) and calculated as follows: (i) 1.50% for secured debt raised; (ii) 2.50% for unsecured debt raised; (iii) 4.00% for subordinated debt raised; and (iv) 6.00% for equity raised, excluding any equity raised in conjunction with an initial public offering ("IPO"). The New Capital Fee shall be payable upon



the closing of the transaction by which the new capital is committed. For the avoidance of doubt, the term "raised" shall include the amount committed or otherwise made available to the Company whether or not such amount (or any portion thereof) is drawn down at closing or is ever drawn down. Notwithstanding the foregoing, in the event that one or more of the Company's current second lien term loan facility lenders has provided the Company with additional second lien term loan financing (a) of US\$50 million prior to November 20, 2007, no New Capital Fee shall be payable to Rothschild with respect to such additional second lien term loan financing and (b) of any additional amounts on or after November 20, 2007, the New Capital Fee payable to Rothschild with respect to such additional second lien term loan financing amounts shall equal 0.75% of such amounts (the "Existing Lenders New Capital Fee Reduction").

(d) A fee (the "IPO Fee") of 2.00% of the gross IPO proceeds, payable at the closing of any such equity raise. Any such IPO Fee shall not be less than US\$2,500,000 and shall not exceed US\$10,000,000.

(e) In the event that the Company consummates an M&A Transaction, the Company agrees to pay Rothschild a fee (the "M&A Fee") equal to 0.95% of the Aggregate Consideration (defined below), at the closing of any such M&A Transaction. The M&A Fee, to the extent paid and not otherwise credited, shall be credited against the Restructuring Fee (as defined below); provided, that in no event shall such credit exceed the Restructuring Fee otherwise payable hereunder.

(f) A fee (the "Restructuring Fee") of US\$8,500,000, payable in cash upon the closing of a Transaction. Fifty percent (50%) of any New Capital Fee (except for any New Capital Fee calculated by using the Existing Lenders New Capital Fee Reduction) paid and not otherwise credited shall be credited toward the payment of any Restructuring Fee; provided, that in no event shall such credit exceed US\$3.5 million. The Restructuring Fee, to the extent paid and not otherwise credited, shall be credited against the M&A Fee; provided, that in no event shall such credit exceed the M&A Fee otherwise payable hereunder. In the event the Company consummates an M&A Transaction pursuant to Section 363 of the Bankruptcy Code and / or a similar transaction in any other authority, the fee earned by Rothschild shall be the greater of the Restructuring Fee and the M&A Fee.

(g) To the extent the Company requests Rothschild to perform additional services not contemplated by this Agreement, such additional fees shall be mutually agreed upon by Rothschild and the Company, in writing, in advance.

For purposes hereof, the term "Aggregate Consideration" shall mean the total amount of all cash, securities and other properties paid or payable, directly or indirectly in connection with a Transaction (including, without limitation, the value of securities of the Company retained by the Company's security holders, amounts paid to holders of any warrants, stock purchase rights or convertible securities of the Company and to holders of any options or



stock appreciation rights issued by the Company, whether or not vested). Aggregate Consideration shall also include the amount of any short-term debt and long-term liabilities of the Company (including the principal amount of any indebtedness for borrowed money and capitalized leases and the full amount of any off-balance sheet financings) (x) repaid or retired in connection with or in anticipation of a Transaction or (y) existing on the Company's balance sheet at the time of a Transaction (if such Transaction takes the form of a merger, consolidation or a sale of stock or partnership interests) or assumed in connection with a Transaction (if such Transaction takes the form of a sale of assets). The value of securities that are freely tradable in an established public market will be determined on the basis of the last market closing price prior to the consummation of a Transaction. The value of securities, lease payments and other consideration that are not freely tradable or have no established public market, or if the consideration utilized consists of property other than securities, the value of such property shall be the fair market value thereof as reasonably determined in good faith by Rothschild and the Company, provided, however, that all debt securities shall be valued at their stated principal amount without applying a discount thereto. Aggregate Consideration shall be deemed to include the face amount of any indebtedness for borrowed money, including, without limitation, obligations assumed, retired or defeased, directly or indirectly, in connection with, or which survive the closing of, such transaction. If the consideration to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. dollars at the prevailing exchange rate on the date or dates on which such consideration is payable.

The Company and Rothschild acknowledge and agree that (i) the hours worked, (ii) the results achieved and (iii) the ultimate benefit to the Company of the work performed, in each case, in connection with this engagement, may be variable, and that the Company and Rothschild have taken such factors into account in setting the fees hereunder.

Section 5 Additional Credits. To the extent not otherwise credited hereunder, Rothschild shall credit (a) fifty percent (50%) of the paid Monthly Fees in excess of \$1,200,000 (the "Monthly Fee Credit") against the aggregate amount of the New Capital Fee (except for any New Capital Fee determined by using the Existing Lenders New Capital Fee Reduction), the IPO Fee, the M&A Fee and the Restructuring Fee and (b) to the extent not otherwise applied against the fees and expenses of Rothschild under the terms of this Agreement, any unapplied portion of the Retainer, payable to Rothschild hereunder; provided, that the aggregate Monthly Fee Credit shall not exceed the aggregate amount of the New Capital Fee, the IPO Fee, the M&A Fee and Restructuring Fee payable to Rothschild hereunder.

Section 6 Expenses. Without in any way reducing or affecting the provisions of Exhibit A hereto, the Company shall reimburse Rothschild for its reasonable expenses incurred in connection with the performance of its engagement hereunder, and the enforcement of this Agreement, including without limitation the reasonable fees, disbursements and other charges of Rothschild's counsel. Reasonable expenses shall also include, but not be limited to, expenses



incurred in connection with travel and lodging, data processing and communication charges, research and courier services. In the event the Company becomes a debtor and/or a debtor-in-possession in a Chapter 11 case, consistent with and subject to any applicable order of the Bankruptcy Court, the Company shall promptly reimburse Rothschild for such expenses under this Section 6 upon presentation of an invoice or other similar documentation with reasonable detail.

Section 7 Indemnity. The Company agrees to the provisions of Exhibit A hereto which provide for indemnification by the Company of Rothschild and certain related persons. Such indemnification is an integral part of this Agreement and the terms thereof are incorporated by reference as if fully stated herein. Such indemnification shall survive any termination, expiration or completion of this Agreement or Rothschild's engagement hereunder.

Section 8 Term. The term of Rothschild's engagement shall extend until the consummation of a Transaction. This Agreement may be terminated by either the Company or Rothschild after one hundred eighty (180) days from the date hereof by providing thirty (30) days advance notice in writing. If terminated, Rothschild shall be entitled to payment of any fees for any monthly period which are due and owing to Rothschild upon the effective date of termination (including, without limitation, any additional Monthly Fees required by Section 4(b) hereof); however, such amounts will be pro-rated for any incomplete monthly period of service, and Rothschild will be entitled to reimbursement of any and all reasonable expenses described in Section 6. Termination of Rothschild's engagement hereunder shall not affect or impair the Company's continuing obligation to indemnify Rothschild and certain related persons as provided in Exhibit A. Without limiting any of the foregoing, the New Capital Fee, M&A Fee, IPO Fee and any Restructuring Fee shall be payable in the event that, in the case of the Restructuring Fee and M&A Fee, a Transaction or, in the case of any New Capital Fee or IPO Fee, a transaction of the kind described in Sections 4(c) and 4(d) hereof, is consummated at anytime prior to the expiration of 1 year after such termination, or a letter of intent or definitive agreement with respect thereto is executed at any time prior to 1 year after such termination (which letter of intent or definitive agreement subsequently results in the consummation of a Transaction or a transaction of the kind described in Sections 4(c) and 4(d) hereof at any time).

Section 9 Miscellaneous.

(a) *Administrative Expense Priority.* In the event the Company determines to commence Chapter 11 cases or similar proceedings in order to pursue a Transaction, the Company agrees that Rothschild's post-petition compensation as set forth herein and payments made pursuant to reimbursement and indemnification provisions of this Agreement shall be entitled to priority as expenses of administration under Sections 503(b)(1)(A) and 507(a)(1) of the Bankruptcy Code (or applicable similar statute or rule) and shall be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect in such Chapter 11 cases or similar proceedings pursuant to one or more financing orders entered by the Bankruptcy Court (or other relevant authority).



(b) *Survival, Successors & Assigns.* Sections 2(c) and 4 through 9 hereof, inclusive, including the provisions set forth in Exhibit A hereto, shall survive the termination or expiration of this Agreement. The benefits of this Agreement and the indemnification and other obligations of the Company to Rothschild and certain related persons contained in Exhibit A hereto shall inure to the respective successors and assigns of the parties hereto and thereto and of the indemnified parties, and the obligations and liabilities assumed in this Agreement and Exhibit A by the parties hereto and thereto shall be binding upon their respective successors and assigns.

(c) *Benefit of Agreement; No Reliance by Third Parties.* The advice (oral or written) rendered by Rothschild pursuant to this Agreement is intended solely for the benefit and use of the Company and its professionals in considering the matters to which this Agreement relates, and the Company agrees that such advice may not be relied upon by any other person, used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose without the prior written consent of Rothschild.

(d) *Nature of Relationship.* The relationship of Rothschild to the Company hereunder shall be that of an independent contractor and Rothschild shall have no authority to bind, represent or otherwise act as agent, executor, administrator, trustee, lawyer or guardian for the Company, nor shall Rothschild have the authority to manage money or property of the Company. The parties hereto acknowledge and agree that by providing the services contemplated hereunder, Rothschild will not act, nor will it be deemed to have acted, in any managerial or fiduciary capacity whatsoever with respect to the Company or any third party including security holders, creditors or employees of the Company.

(e) *Required Information.* Since recently enacted Federal law requires Rothschild to obtain, verify, and record information that identifies any entity not listed on the New York Stock Exchange, the American Stock Exchange or whose common stock or equity interests have not been designated as a National Market System security listed on the NASDAQ stock market that enters into a formal relationship with it, the Company agrees to provide Rothschild with its tax or other similar identification number and/or other identifying documents, as Rothschild may request, to enable it to comply with applicable law. For your information, Rothschild may also screen the Company against various databases to verify its identity.

(f) *Public Announcements.* The Company acknowledges that Rothschild may at its option and expense, after announcement of the Transaction (and subject to the Company's consent which shall not be unreasonably withheld), place announcements and advertisements or otherwise publicize the Transaction in such financial and other newspapers and journals as it may choose, stating that Rothschild acted as financial advisor to the Company in connection with such Transaction. Company further consents to Rothschild's public use or display of Company's logo, symbol or trademark as part of Rothschild's general marketing or promotional activities, provided



such use or display is in the nature of a public record or tombstone announcement in relation to the Transaction.

(e) *CHOICE OF LAW: JURISDICTION.* THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN NEW YORK, NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO SUCH STATE'S PRINCIPLES OF CONFLICTS OF LAWS. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH SUCH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY AND ALL CLAIMS OR DISPUTES BETWEEN THE PARTIES HERETO PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN ANY OF (A) ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK OR (B) THE BANKRUPTCY COURT OR ANY COURT HAVING APPELLATE JURISDICTION OVER THE BANKRUPTCY COURT. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE COMPANY CONSENTS TO THE SERVICE OF PROCESS IN ACCORDANCE WITH NEW YORK LAW, AND AGREES THAT TRISH MINOR SHALL BE AUTHORIZED TO ACCEPT SERVICE ON ITS BEHALF.

(h) *Waiver of Jury Trial.* Each of the parties hereto hereby knowingly, voluntarily and irrevocably waives any right it may have to a trial by jury in respect of any claim upon, arising out of or in connection with this Agreement or any Transaction. Each of the parties hereto hereby certifies that no representative or agent of any other party hereto has represented expressly or otherwise that such party would not seek to enforce the provisions of this waiver. Each of the parties hereto hereby acknowledges that it has been induced to enter into this Agreement by and in reliance upon, among other things, the provisions of this paragraph.

(i) *Entire Agreement.* This Agreement and the Confidentiality Agreement embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each of the parties hereto.



(j) *Authority.* Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and Exhibit A attached hereto and the transactions contemplated hereby. Each party hereto further represents that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each of the parties hereto and constitutes the legal, valid and binding agreement thereof, enforceable in accordance with its terms. Rothschild will assume that any instructions, notices or requests have been properly authorized by the Company if they are given or purported to be given by, or is reasonably believed by Rothschild to be a director, officer, employee or authorized agent.

(k) *Counterparts.* This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart to this Agreement.

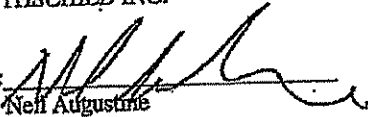
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Trident Resources Corp.
As of November 1, 2007
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If the foregoing correctly sets forth the understanding and agreement between Rothschild and the Company, please so indicate by signing the enclosed copy of this letter, whereupon it shall become a binding agreement between the parties hereto as of the date first above written.

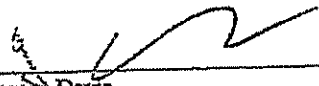
Very truly yours,

ROTHSCHILD INC.

By: 
Neil Augustine
Managing Director

Accepted and Agreed to as of
the date first written above:

TRIDENT RESOURCES CORP.

By: 
Eugene Davis
Chairman of the Board of Directors

314934v14

Exhibit A

The Company shall indemnify and hold harmless Rothschild and its affiliates, counsel and other professional advisors, and the respective directors, officers, controlling persons, agents and employees of each of the foregoing (Rothschild and all of such other persons collectively, the "Indemnified Parties"), from and against any losses, claims or proceedings, including without limitation stockholder actions, damages, judgments, assessments, investigation costs, settlement costs, fines, penalties, arbitration awards and any other liabilities, costs, fees and expenses (collectively, "Losses") (a) directly or indirectly related to or arising out of (i) oral or written information provided by the Company, the Company's employees or other agents, which either the Company or an Indemnified Party provides to any person or entity or (ii) any other action or failure to act by the Company, the Company's employees or other agents or any Indemnified Party at the Company's request or with the Company's consent, in each case in connection with, arising out of, based upon, or in any way related to this Agreement, the retention of and services provided by Rothschild under this Agreement, or any Transaction or other transaction; or (b) otherwise directly or indirectly in connection with, arising out of, based upon, or in any way related to the engagement of Rothschild under this Agreement or any transaction or conduct in connection therewith, provided that the Company shall not be required to indemnify any Indemnified Party for such Losses if and only to the extent that it is finally judicially determined by a court of competent jurisdiction that such Losses arose primarily because of the gross negligence, willful misconduct or fraud of such Indemnified Party. If multiple claims are brought against an Indemnified Party in an arbitration, with respect to at least one of which indemnification is permitted under applicable law and provided for under this Agreement, the Company agrees that any arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based on a claim as to which indemnification is not available.

The Company shall further reimburse any Indemnified Party promptly after obtaining the necessary approval of the Bankruptcy Court, if any, for any legal or other fees, disbursements or expenses as they are incurred (a) in investigating, preparing or pursuing any action or other proceeding (whether formal or informal) or threat thereof, whether or not in connection with pending or threatened litigation or arbitration and whether or not any Indemnified Party is a party (each, an "Action") and (b) in connection with enforcing such Indemnified Party's rights under this Agreement; provided, however, that in the event and only to the extent that it is finally judicially determined by a court of competent jurisdiction that the Losses of such Indemnified Party arose primarily because of the gross negligence, willful misconduct or fraud of such Indemnified Party, such Indemnified Party will promptly remit to the Company any amounts reimbursed under this paragraph.

Trident Resources Corp.
As of November 1, 2007
Exhibit A - 2

Upon receipt by an Indemnified Party of notice of any Action, such Indemnified Party shall notify the Company in writing of such Action, but the failure to so notify shall not relieve the Company from any liability hereunder (i) if the Company had actual notice of such Action or (ii) unless and only to the extent that such failure results in the forfeiture by the Company of substantial rights and defenses. The Company shall, if requested by Rothschild, assume the defense of any such Action including the employment of counsel reasonably satisfactory to Rothschild and will not, without the prior written consent of Rothschild, settle, compromise, consent or otherwise resolve or seek to terminate any pending or threatened Action (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination (a) contains an express, unconditional release of each Indemnified Party from all liability relating to such Action and the engagement of Rothschild under this Agreement and (b) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party. Any Indemnified Party shall be entitled to retain separate counsel of its choice and participate in the defense of any Action in connection with any of the matters to which this Agreement relates, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (x) the Company has failed promptly to assume the defense and employ counsel or (y) the named parties to any such Action (including any impleaded parties) include such Indemnified Party and the Company, and such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Company; provided that the Company shall not in such event be responsible under this Agreement for the fees and expenses of more than one firm of separate counsel (in addition to local counsel) in connection with any such Action in the same jurisdiction.

The Company agrees that if any right of any Indemnified Party set forth in the preceding paragraphs is finally judicially determined to be unavailable (except by reason of the gross negligence, willful misconduct or fraud of such Indemnified Party), or is insufficient to hold such Indemnified Party harmless against such Losses as contemplated herein, then the Company shall contribute to such Losses (a) in such proportion as is appropriate to reflect the relative benefits received by the Company and its creditors and stockholders, on the one hand, and such Indemnified Party, on the other hand, in connection with the transactions contemplated hereby, and (b) if (and only if) the allocation provided in clause (a) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) but also the relative fault of the Company and such Indemnified Party; provided, that, in no event shall the aggregate contribution of all such Indemnified Parties exceed the amount of fees received by Rothschild under this Agreement. Benefits received by Rothschild shall be deemed to be equal to the compensation paid by the Company to Rothschild in connection with this Agreement. Relative fault shall be determined by reference to, among other

Trident Resources Corp.
As of November 1, 2007
Exhibit A - 3

things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Company or other conduct by the Company (or the Company's employees or other agents) on the one hand or by Rothschild on the other hand.

The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with advice or services rendered or to be rendered by any Indemnified Party pursuant to this Agreement, the transactions contemplated hereby or any Indemnified Party's actions or inactions in connection with any such advice, services or transactions except for and only to the extent that such Losses of the Company are finally judicially determined by a court of competent jurisdiction to have arisen primarily because of the gross negligence, willful misconduct or fraud of such Indemnified Party in connection with any such advice, actions, inactions or services.

The rights of the Indemnified Parties hereunder shall be in addition to any other rights that any Indemnified Party may have at common law, by statute or otherwise. Except as otherwise expressly provided for in this Agreement, if any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall all remain in full force and effect and shall in no way be affected, impaired or invalidated. The reimbursement, indemnity and contribution obligations of the Company set forth herein shall apply to any modification of this Agreement and shall remain in full force and effect regardless of any termination of, or the completion of any Indemnified Party's services under or in connection with, this Agreement.

As of October 7, 2008

Eugene Davis
Chairman of the Board of Directors
Trident Resources Corp.
Suite 1000
444-7th Avenue SW
Calgary AB T2P 0X8
Canada



Dear Mr. Davis:

This letter (the "Letter Agreement") will amend the letter agreement dated as of November 1, 2007 between Trident Resources Corp., together with its subsidiaries and affiliates (the "Company") and Rothschild Inc. ("Rothschild") (the "Engagement Letter"), as follows (capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Engagement Letter):

1. Section 2(c) of the Engagement Letter shall be amended in its entirety to read as follows:

"Section 2(c) Except as contemplated by the terms hereof or as required by applicable law or legal process and for a period of one year after the termination of this Agreement, Rothschild shall keep confidential all material non-public Information provided to it by or at the request of the Company, and shall not disclose such Information to any third party or to any of its employees or advisors except to those persons who have a need to know such Information in connection with Rothschild's performance of its responsibilities hereunder and who are advised of the confidential nature of the Information and who agree to keep such Information confidential. The obligations set forth in this clause (c) are in addition to and shall in no way be deemed to be a limitation of any of the terms of the confidentiality agreement between the Company and Rothschild dated November 6, 2007 (the "Confidentiality Agreement")."

2. Section 4 of the Engagement Letter shall be amended in its entirety to read as follows:

"Section 4 Fees of Rothschild. As compensation for the services rendered hereunder, the Company, and its successors, if any, agree to pay Rothschild (via wire transfer or other mutually acceptable means) the following fees in cash:

(a) A non-refundable retainer equal to US\$200,000 for retaining Rothschild as financial advisor to the Company (the "Retainer") which the parties acknowledge has been paid to Rothschild.

(b) Commencing as of the date hereof, and whether or not a Transaction is proposed or consummated, a cash advisory fee (the "Monthly Fee") of US\$200,000 per month during the term hereof. The initial Monthly Fee shall be pro-rated based on the commencement of services as of the date hereof and shall be payable by the Company upon



the execution of this Agreement by each of the parties hereto, and thereafter the Monthly Fee shall be payable by the Company in advance on the first day of each month.

(c) Until the earlier of October 7, 2009 or the date that Deutsche Bank and Jefferies & Company, Inc. are no longer assisting the Company with respect to capital raising:

- (i) a fee (an "TPO Fee") , with respect to an initial public offering ("TPO") of \$9,000,000, payable at the closing of any such equity raise; and
- (ii) if a debt refinancing occurs, but not an IPO and Rothschild is not the lead financial advisor with respect to such debt financing, a New Capital Fee of 0.50% of the gross proceeds raised in any financing (including any debtor-in-possession financing or exit financing); provided that if Rothschild is the lead financial advisor, the New Capital Fee as set forth in clause (d)(i) below shall be the applicable fee, regardless of if the new capital is raised prior to August 22, 2009 or during such period the Company is assisted by Deutsche Bank and Jefferies and Company, Inc. The New Capital Fee shall be payable upon the closing of the transaction by which the new capital is committed. For the avoidance of doubt, the term "raised" shall include the amount committed or otherwise made available to the Company whether or not such amount (or any portion thereof) is drawn down at closing or is ever drawn down, provided, in each case that such New Capital Fee shall not be payable with respect to the conversion of the Company's 2007 subordinated loan agreement into equity.

(d) After the earlier of October 7, 2009 or the date that Deutsche Bank and Jefferies & Company, Inc. are no longer providing assistance to the Company with respect to capital raising:

- (i) a New Capital Fee based on a percentage of the gross proceeds raised in any financing (including any debtor-in-possession financing or exit financing) and calculated as follows: (i) 1.50% for secured debt raised; (ii) 2.50% for unsecured debt raised; (iii) 4.00% for subordinated debt raised; and (iv) 6.00% for equity raised, excluding any equity raised in conjunction with an IPO. The New Capital Fee shall be payable upon the closing of the transaction by which the new capital is committed. For the avoidance of doubt, the term "raised"



shall include the amount committed or otherwise made available to the Company whether or not such amount (or any portion thereof) is drawn down at closing or is ever drawn down. Notwithstanding the foregoing, in the event that one or more of the Company's current second lien term loan facility lenders has provided the Company with additional second lien term loan financing (a) of US\$50 million prior to November 20, 2007, no New Capital Fee shall be payable to Rothschild with respect to such additional second lien term loan financing and (b) of any additional amounts on or after November 20, 2007, the New Capital Fee payable to Rothschild with respect to such additional second lien term loan financing amounts shall equal 0.75% of such amounts (the "Existing Lenders New Capital Fee Reduction").

- (ii) an IPO Fee of 2.00% of the gross IPO proceeds, payable at the closing of any such equity raise. Any such IPO Fee paid pursuant to this clause (d)(ii) shall not be less than US\$2,500,000 and shall not exceed US\$10,000,000.

(e) In the event that the Company consummates an M&A Transaction, the Company agrees to pay Rothschild a fee (the "M&A Fee") equal to 1.25% of the Aggregate Consideration (defined below), at the closing of any such M&A Transaction. The M&A Fee, to the extent paid and not otherwise credited, shall be credited against the Restructuring Fee (as defined below); provided, that in no event shall such credit exceed the Restructuring Fee otherwise payable hereunder.

(f) A fee (the "Restructuring Fee") of US\$8,500,000, payable in cash upon the closing of a Transaction. Fifty percent (50%) of any New Capital Fee (except for any New Capital Fee calculated by using the Existing Lenders New Capital Fee Reduction) paid and not otherwise credited shall be credited toward the payment of any Restructuring Fee; provided, that in no event shall such credit exceed US\$3.5 million. The Restructuring Fee, to the extent paid and not otherwise credited, shall be credited against the M&A Fee; provided, that in no event shall such credit exceed the M&A Fee otherwise payable hereunder. In the event the Company consummates an M&A Transaction pursuant to Section 363 of the Bankruptcy Code and / or a similar transaction pursuant to any other bankruptcy authority, the total fee earned by Rothschild shall be the greater of the Restructuring Fee and the M&A Fee.

(g) To the extent the Company requests Rothschild to perform additional services not contemplated by this Agreement, such additional fees shall be mutually agreed upon by Rothschild and the Company, in writing, in advance.



For purposes hereof, the term "Aggregate Consideration" shall mean the total amount of all cash, securities and other properties paid or payable, directly or indirectly in connection with a Transaction (including, without limitation, the value of securities of the Company retained by the Company's security holders, amounts paid to holders of any warrants, stock purchase rights or convertible securities of the Company and to holders of any options or stock appreciation rights issued by the Company, whether or not vested). Aggregate Consideration shall also include the amount of any short-term debt and long-term liabilities of the Company (including the principal amount of any indebtedness for borrowed money and capitalized leases and the full amount of any off-balance sheet financings) (x) repaid or retired in connection with or in anticipation of a Transaction or (y) existing on the Company's balance sheet at the time of a Transaction (if such Transaction takes the form of a merger, consolidation or a sale of stock or partnership interests) or assumed in connection with a Transaction (if such Transaction takes the form of a sale of assets). The value of securities that are freely tradable in an established public market will be determined on the basis of the last market closing price prior to the consummation of a Transaction. The value of securities, lease payments and other consideration that are not freely tradable or have no established public market, or if the consideration utilized consists of property other than securities, the value of such property shall be the fair market value thereof as reasonably determined in good faith by Rothschild and the Company, provided, however, that all debt securities shall be valued at their stated principal amount without applying a discount thereto. Aggregate Consideration shall be deemed to include the face amount of any indebtedness for borrowed money, including, without limitation, obligations assumed, retired or defeased, directly or indirectly, in connection with, or which survive the closing of, such transaction. If the consideration to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. dollars at the prevailing exchange rate on the date or dates on which such consideration is payable.

The Company and Rothschild acknowledge and agree that (i) the hours worked, (ii) the results achieved and (iii) the ultimate benefit to the Company of the work performed, in each case, in connection with this engagement, may be variable, and that the Company and Rothschild have taken such factors into account in setting the fees hereunder."

3. Section 5 of the Engagement Letter shall be amended in its entirety to read as follows:

"Section 5 Additional Credits. To the extent not otherwise credited hereunder, Rothschild shall credit (a) fifty percent (50%) of the paid Monthly Fees in excess of \$3.6 million (the "Monthly Fee Credit") against the aggregate amount of the applicable New Capital Fee (except for any New Capital Fee determined by using the Existing Lenders New Capital



Fee Reduction), the applicable IPO Fee, the M&A Fee and the Restructuring Fee and (b) to the extent available and not otherwise applied against the fees and expenses of Rothschild under the terms of this Agreement, any unapplied portion of the Retainer, payable to Rothschild hereunder; provided, that the aggregate Monthly Fee Credit shall not exceed the aggregate amount of the applicable New Capital Fee, the applicable IPO Fee, the M&A Fee and Restructuring Fee payable to Rothschild hereunder."

4. Section 8 of the Engagement Letter shall be amended in its entirety to read as follows:

"Section 8 Term. The term of Rothschild's engagement shall extend until the consummation of a Transaction. This Agreement may be terminated by either the Company or Rothschild after one hundred eighty (180) days from the date hereof by providing thirty (30) days advance notice in writing. If terminated, Rothschild shall be entitled to payment of any fees for any monthly period which are due and owing to Rothschild upon the effective date of termination (including, without limitation, any additional Monthly Fees required by Section 4(b) hereof); however, such amounts will be pro-rated for any incomplete monthly period of service, and Rothschild will be entitled to reimbursement of any and all reasonable expenses described in Section 6. Termination of Rothschild's engagement hereunder shall not affect or impair the Company's continuing obligation to indemnify Rothschild and certain related persons as provided in Exhibit A. Without limiting any of the foregoing, the applicable New Capital Fee and IPO Fee, M&A Fee and any Restructuring Fee shall be payable in the event that, in the case of the Restructuring Fee and M&A Fee, a Transaction or, in the case of any New Capital Fee or IPO Fee, a transaction of the kind described in Sections 4(c)(i) and (ii) and 4(d)(i) and (ii) hereof, is consummated at anytime prior to the expiration of 1 year after such termination, or a letter of intent or definitive agreement with respect thereto is executed at any time prior to 1 year after such termination (which letter of intent or definitive agreement subsequently results in the consummation of a Transaction or a transaction of the kind described in Sections 4(c)(i) and (ii) and 4(d)(i) and (ii) hereof at any time)."

Except as expressly amended hereby, the Engagement Letter is in all respects ratified and confirmed and all the terms thereof shall be and remain in full force and effect.

In addition, the parties hereto expressly agree that the terms of the indemnification as set forth in Exhibit A and incorporated by reference into the Engagement Letter providing for the indemnification by the Company of Rothschild and certain related persons and entities shall remain in full force and effect and shall be deemed to cover the engagement as amended hereby.

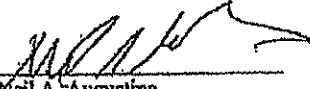
Trident Resources Corp.
As of October 7, 2008
Page 6



If you are in agreement with the above amendment, please so indicate by signing the enclosed copy of this letter in the space designated below and returning it to us whereupon this amendment shall be binding upon the parties hereto.

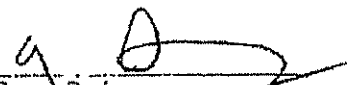
Sincerely,

ROTHSCHILD INC.

By: 
Neil A. Augustine
Managing Director

Accepted and Agreed to as of
the date first written above:

TRIDENT RESOURCES CORP.

By: 
Eugene Davis
Chairman of the Board of Directors

345755v7

August 27, 2009

Eugene Davis
Chairman of the Board of Directors
Trident Exploration Corporation
Suite 1000
444 7th Avenue SW
Calgary AB T2P 0X3
Canada



Dear Mr. Davis:

This letter shall serve to acknowledge and confirm that Trident Exploration Corporation is jointly and severally obligated, together with Trident Resources Corporation ("TRC") and its other direct and indirect subsidiaries, for all obligations arising under the engagement letter, dated as of November 1, 2007, between Rothschild Inc. and TRC (as such engagement letter may be amended or supplemented from time to time).

Please acknowledge and confirm your agreement with the foregoing by signing this letter in the space designated below and returning it to me for our file.

Very truly yours,

ROTHSCHILD INC.

By: 
Neil A. Augustine
Managing Director

Accepted and Agreed

TRIDENT EXPLORATION CORPORATION

By: 
Eugene Davis
Chairman of the Board of Directors

Rothschild Inc.
1251 Avenue of the Americas
New York, NY 10020
www.rothschild.com

Neil A. Augustine
Managing Director
Telephone: (212) 403-8411
Facsimile: (212) 403-3734
Email: neil.augustine@rothschild.com

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EXHIBIT B

Declaration of Neil A. Augustine

2. I submit this affidavit in compliance with sections 105, 327, 328 and 1107(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and to provide the disclosure required under Rule 2014(a), 2016 and 5002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

3. Rothschild believes that the services will not duplicate the services that other professionals will be providing to the Debtors in these Chapter 11 Cases. Specifically, Rothschild will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

Rothschild's Qualifications

4. Rothschild is a member of one of the world's leading independent investment banking groups, with expertise in domestic and cross border mergers and acquisitions, restructurings, privatization advice, and other investment banking and financial advisory services. A private firm with approximately 220 employees in the United States and offices in New York and Washington, D.C., Rothschild is experienced in providing high quality investment banking and financial advisory services to financially troubled companies. Rothschild is highly qualified to advise on strategic alternatives and its professionals have extensive experience in deals involving complex financial and operational restructurings. Rothschild is a member of the National Association of Securities Dealers and the Securities Investor Protection Corporation.

5. Rothschild and its professionals also have extensive experience working with financially troubled companies from a variety of industries in complex financial restructurings, both out-of-court and in Chapter 11 Cases. Rothschild's business reorganization professionals have extensive experience in advising debtors, creditors, and other constituents in chapter 11

cases and have served as financial and strategic advisors in numerous cases, including, among others: Atlantic Express Transportation Group, Barney's, Inc., Bedford Fair Industries, BHM Technologies Holdings, Inc., Bradlees', Inc., Cadence Innovation LLC, Circuit City Stores, Inc., Comdisco, Inc., Crown Vantage, Inc., Delphi Corporation, Edison Brothers Stores, Inc., Federal Mogul Corp., Friedman's, Inc., Geneva Steel Company, Globe Manufacturing, Guilford Mills, Inc., Heartland Steel, HomePlace, Inc., Hilex Poly Co. LLC, International Wire Group, James River Coal Company, Key Plastics LLC, La Roche Industries, Inc., Leiner Health Products, Inc., Milacron Inc., Motor Coach Industries, Inc., Mpower Holdings Corp., New World Pasta Company, Northwest Airlines, Inc., Oxford Automotive, Inc., Pacific Gas & Electric Company, PPI Holdings, Inc., Recycled Paper Greetings, Inc., Remy Worldwide Holdings, Inc., Sea Launch Co., LLC, Service Merchandise Corp., Special Metals Corporation, Solutia, Inc., Superior Telecom Inc., Sun-Times Media Group, Inc., The FINOVA Group Inc., Thermadyne Holdings Corp., Thorn Apple Valley, Inc., Tower Automotive, Trans World Airlines, Today's Man, Inc., Tronox Inc., UAL Corporation, VeraSun Energy Corporation, Viasystems Group, Inc., Visteon Corp., WestPoint Stevens, Inc., Werner Holding Company, Wilcox & Gibbs, Inc. and Zenith Electronics, Inc.

6. Further, as a result of Rothschild's prepetition engagement by the Debtors, Rothschild has developed a reserve of institutional knowledge related to, and an intimate understanding of, the Debtors' business operations, capital structure, key stakeholders, financing documents and other material information, and therefore will be able to facilitate the Debtors' effort to maximize value in these Chapter 11 Cases. I believe that Rothschild and the professionals it employs are uniquely qualified to advise the Debtors in the matters for which Rothschild is proposed to be employed.

7. The Fee Structure described in the Application and Engagement Letter is consistent with Rothschild's normal and customary billing practices for comparably-sized and complex cases and M&A transactions, both in and out of court, involving the services to be provided in connection with these Chapter 11 Cases. Further, the Fee Structure was established to reflect the difficulty of the extensive assignments Rothschild expects to undertake. Accordingly, Rothschild believes that the foregoing compensation arrangements are both reasonable and market based.

8. Rothschild will file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the guidelines for the U.S. Trustee and any applicable orders of this Court.

9. It is not the general practice of investment banking firms, including Rothschild, to keep detailed time records similar to those customarily kept by attorneys. Because Rothschild does not ordinarily maintain contemporaneous time records in one-tenth hour (0.10) increments or provide or conform to a schedule of hourly rates for its professionals, Rothschild should, pursuant to Local Rule 2016-2(g), be excused from compliance with such requirements and should only be required to maintain time records in half-hour (0.50) increments setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors.

10. Rothschild will also maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Rothschild's applications for compensation and expenses will be paid by the Debtors, pursuant to the terms of the Engagement Letter, in accordance with the procedures established by the Court.

11. According to Rothschild's books and records, within the 90-day period prior to the Petition Date, the Debtors paid Rothschild \$600,000.00 for fees and \$37,053.42 for reimbursement of expenses. As of the Petition Date, Rothschild holds \$220,982.05 on account of the Retainer (\$20,982.05 of which was received within the 90 days prior to the Petition Date).

Rothschild's Disinterestedness

12. In connection with Rothschild's proposed employment and retention by the Debtors, Rothschild undertook a conflicts analysis to determine whether it had any conflicts or other relationships that might cause it to represent or hold any interest adverse to the Debtors' estate. In connection with this inquiry, Rothschild obtained from the Debtors and/or its representatives the names of individuals and entities that may be parties-in-interest in these Chapter 11 Cases (the "Potential Parties in Interest"), a copy of which is attached hereto as Schedule 1.

13. To the best of my knowledge and belief, Rothschild has not represented any Potential Parties in Interest in connection with matters relating to the Debtors, their estates, assets, or businesses and will not represent other entities which are creditors of, or have other relationships to, the Debtors in matters relating to these Chapter 11 Cases except as set forth herein and in Schedule 2 attached hereto.

14. Rothschild provides financial advice and investment banking services to an array of clients in the areas of restructuring and distressed debt. As a result, Rothschild has represented, and may in the future represent, certain Potential Parties in Interest in matters unrelated to these Chapter 11 Cases, either individually or as part of representation of a committee of creditors or interest holders. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these representations are adverse to the Debtors' interests.

15. To the best of my knowledge and belief, neither Rothschild nor I, nor any other employee of Rothschild that will work on the Debtors' engagement has any connection with or holds any interest adverse to the Debtors, their estates or the Potential Parties in Interest in matters related to Rothschild retention in these Chapter 11 Cases, except (i) as set forth in Exhibit 2 and (ii) as otherwise set forth below:

- (a) Before the commencement of these cases, Rothschild rendered prepetition services to the Debtors. As noted above, although Rothschild's records indicate that it is not owed any amounts in respect of prepetition services provided to the Debtors, it is possible that certain expenses that were incurred by Rothschild, and that are reimbursable under the terms of the Engagement Letter, were not yet reflected on Rothschild's books and records as of the Commencement Date. Upon entry of the Order approving the Application, Rothschild will waive any claim for such unreimbursed expenses in excess of amounts paid to Rothschild pre-petition.
- (b) Rothschild is a large investment banking firm and has likely provided services unrelated to the Debtors for companies and individuals that have conducted business in the past and/or currently conduct business with the Debtors, and who may be creditors of the Debtors. To the best of my knowledge, information and belief, Rothschild's services to these parties were and are wholly unrelated to the Debtors, their estates or these Chapter 11 Cases.
- (c) As part of its practice, Rothschild appears in numerous cases, proceedings, and transactions involving many different professionals, some of which may represent claimants and parties in interest in the Debtors' Chapter 11 Cases. Furthermore, Rothschild has in the past and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to these cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge and information, none of these business relationships represents an interest materially adverse to the Debtors herein in matters upon which Rothschild is to be engaged.
- (d) Rothschild, through the equity owners of its parent company, Rothschild North America Inc., has indirect affiliate relationships with numerous investment banking institutions located worldwide (the "Affiliated Entities"). However, none of the Affiliated Entities is being retained in connection with this engagement and none of the professionals or employees of the Affiliated Entities will provide services to the Debtor in connection with this engagement. None of the professionals or employees of Rothschild has discussed or will discuss the Debtors' cases with any professional or employee of the Affiliated Entities. Thus, there has not been and will not be

any flow of information between Rothschild and any Affiliated Entity with respect to any matter pertaining to the Debtors or their Chapter 11 Cases. Rothschild can make no representation as to the disinterestedness of the professionals or employees of the Affiliated Entities in respect of the Debtors' Chapter 11 Cases.

16. To the best of my knowledge, no individual assignment referenced on Exhibit 2 currently accounts for more than 1.00% of Rothschild's gross annual revenues.

17. To the best of my knowledge, information, and belief, except as described herein, Rothschild has not been retained to assist any entity or person other than the Debtors on matters relating to these Chapter 11 Cases. In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. and received \$3,354,000 for such services. Rothschild's engagement by the Ad Hoc Committee concluded in August of 2007. If the Court approves Rothschild's retention, Rothschild will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases. Rothschild will, however, continue to provide professional services to entities or persons that may be creditors or equity security holders of the Debtors or Interested Parties in these Chapter 11 Cases; provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

18. If any new relevant facts or relationships are discovered or arise during the pendency of these Chapter 11 Cases, Rothschild will use reasonable efforts to identify such further developments and will promptly file a supplemental affidavit as required by Bankruptcy Rule 2014.

19. I am not related or connected to and, to the best of my knowledge, no other professional of Rothschild who will work on this engagement is related or connected to, any

United States Bankruptcy Judge for the District of Delaware, any of the District Judges for the District of Delaware who handle bankruptcy cases, or any employee in the Office of the United States Trustee for the District of Delaware.

20. To the best of my knowledge, Rothschild has no agreement with any other entity to share with such entity any compensation received by Rothschild in connection with the Debtors' bankruptcy cases.

21. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, none of Rothschild, I, nor any employee of Rothschild who will work on the engagement holds or represents any interest adverse to the Debtors or their estates, and Rothschild is a "disinterested person" as that term is defined in Bankruptcy Code § 101(14), as modified by § 1107(b) of the Bankruptcy Code, in that Rothschild, and its professionals and employees who will work on the engagement:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtors, or for any other reason.

22. If Rothschild discovers additional information that requires disclosure, Rothschild promptly will file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Executed on September 16, 2009


By: 
Neil A. Augustine
Managing Director
Rothschild Inc.

Exhibit 1 to the Declaration

Potential Parties in Interest

SCHEDULE 1

PARTIES SEARCHED IN CONFLICT DATABASE

Debtor Entities and their Subsidiaries and Affiliates

Trident Resources Corp.
Trident CBM Corp.
Aurora Energy LLC
NexGen Energy Canada, Inc.
Trident USA Corp.
NRL Energy Investments Ltd.
Trimar Testing Ltd.
981422 Alberta Ltd.
Trident Exploration Limited Partnership
Trident Exploration (2003) Limited Partnership I
Trident Exploration Corp.
Fort Energy Corp.
Fenergy Corp.
981384 Alberta Ltd.
981405 Alberta Ltd.
981443 Alberta Ltd.
Trident Exploration (2004) Limited Partnership I
Trident Exploration (Aurora) Limited Partnership I
Trident Exploration (2006) Limited Partnership I
Trident Exploration (2003) Limited Partnership

Prior and Current Officers and Directors

Eugene I. Davis
Todd Dillabough
Alan Withey
David Bradshaw
Murray Rodgers
Randy Neely
Paul K. O'Donoghue
Dave Cox
Jon Baker
Richard Meli
Todd Overbergen
William Kavan
J. Laurie Hunter
Anthony Caluori
Peter Dea
Randall Kob
Charles S. Mcneil

Thomas J. Jung
Robert Puchniak
James Heller
Brian Humphrey
Jason Capello
Craig Albert
Robert Zahradnik
John Anderson
Gord MacMahon
Robert Funnell
Joanne Budden
Keitha Dobson
Barry D. Home
E. John Koch
Howard J. Lutley
Donald O. Downing
Donald R. Leitch
Geoffrey R. Jordan
Timothy J. Bernlohr
John H. Forsgren
Marc Macaluso
Kenneth L. Ancell
Steve Buchanan

Lenders (Known as of the Petition Date)

TD Securities (Agent)
Credit Suisse (Agent)
Wells Fargo (Agent)
Goldman Sachs
Mount Kellet
Edgstone (Eaton)
Serengeti
Redwood
Babson (Gates)
Restoration Capital
Longacre
Angelo Gordon
Liberty View
Grandview
Morgan Stanley
Northwestern Mutual
Deephaven
West Face
Kamunting
Arbiter

Par IV
Prudential
Chilton Investment Co.
Arbiter Partners
Cadogan Management
Anchorage Capital
Angelo Gordon & Co. LP
Farallon Capital Partners
Silver Oak Capital
Kamunting Street Master Fund
McDonnell Investment Management, LLC
Northwestern Mutual Life Insurance
Par IV Capital Management
Sigma Capital
Stonehill Investment
West Face Capital
Tinicum Partners LP
Whippoorwill Assoc. Inc.
Wellpoint Inc.
Wilshire Institutional Master Fund
Liberty View Capital
Mount Kellett Capital Management LP
Serengefi Asset Management
Babson Capital Management LLC
Candlewood Capital Partners LLC
Marblegate Special Opportunities Master Fund
Bill & Melinda Gates Foundation
CS Capital LLC
Grandview Capital Management
Redwood Trust
Special Situations Investing Group
Arrow Investment Partners
Arbiter Partners LP
Chilton International L.P.
Chilton Investment Partners L.P.
Chilton Opportunity Trust L.P.
Chilton Opportunity International L.P.
Chilton Global Partners L.P.
Chilton Global Distressed Opportunities Master Fund, L.P.
Paul J. Isaac
The Prudential Variable Contract Account-10
The Prudential Variable Contract Account-2
Value Portfolio Of The Prudential Series Fund
Natural Resources Portfolio Of The Prudential Series Fund
DVW Energy Partnership, LP
Scott Setrakian

Insurance Carriers

Global Arrowspace Underwriting Managers
ING Insurance Company of Canada
Chubb Insurance Co. of Canada
GCAN Insurance Company
Non-Marine Underwriters at Lloyd's
Lloyd's of London
Allied World Assurance Co. (US) Inc.
North River Insurance Company
Nutmeg Insurance Company
Hudson Insurance Company
Houston Casualty Company
AIG Commercial Insurance Company
Westport Insurance Corp.
Zurich Canada
Liberty International Canada

Parties to Leases/Subleases

Husky Oil Operations Limited
ConocoPhillips Canada Resources Corp.
Dome Britannia Properties Inc.
Equivest Financial Corporation
394308 Alberta Ltd
Alexander Forest Services

Shareholders (Known as of the Petition Date)

2079517 Ontario Limited
AG Gas Investment, L.P.
Alexander Global Master Fund, Ltd.
Amber Fund Holdings LLC
Arbiter Partners, L.P.
Aurora Energy Opportunity, LP
Aurora Energy Partners LP
Baker, Jon
Blackrock, Inc.
All-Cap Energy Hedge Fund LLC
Edison Sources Ltd.
Raytheon Master Pension Trust #2 All Cap Energy Account
Raytheon Combined DB-DC Master Trust All Cap Energy
Raytheon Master Pension Trust All Cap Energy Account
Raytheon Master Pension Trust Energy Hedge Account
Raytheon Combined DB/DC Master Trust Energy Hedge Account

SSR Energy and Natural Resources Hedge Fund LLC
University of Texas General Endowment Fund All Cap Energy Portfolio
University of Texas Permanent University Fund All Cap Energy Portfolio
Blackstone Mezzanine Holdings L.P.
Blackstone Mezzanine Partners L.P.
Bonik, Brian
Buchanan, Steve
Chilton Investment Company
Chilton Global Natural Resources Partners, L.P.
Chilton Small Cap International, L.P.
Clery S.a.r.l.
Cox, Dave
D.E. Shaw Laminar Portfolios, LLC
Deephaven Relative Value Equity Trading, Ltd.
Edgestone Capital Mezzanine Fund, L.P.
Ensis S.a.r.l.
FrontPoint Energy Horizons Fund, L.P.
Gathers, Rhonda
Goldman Sachs
Hopelite Offshore Fund, Ltd.
Hopelite Partners, L.P.
Isaac, Paul
James Richardson & Sons, Limited
RFG Private Equity Limited Partnership No. 1B
RFG Private Equity Limited Partnership No. 1C
Jennison Associates LLC
Jennison Natural Resources Fund, Inc.
Jennison Value Fund
Jennison Utility Fund of the Jennison Sector Funds, Inc.
Natural Resources Portfolio of the Prudential Series Fund Inc.
Samsung Life Investment (America), Ltd.
Value Portfolio of the Prudential Series Fund, Inc.
Lee, Ashton R.
Lucas Capital
Lucas Energy Total Return Partners, L.P.
Lucas Energy Ventures II, L.P.
Lucas Energy Total Return Master Fund, L.P.
Magnetar Capital Master Fund, Ltd.
McNeil Group
The Charles S. McNeil Family Trust
The McNeil Family Irrevocable GST Trust
Meli, Rich
Murphy, Sandy
Prudential Capital Group
Prudential Capital Partners, L.P.
Prudential Capital Partners Management Fund, L.P.

Rakhit Consulting Services
Restoration Holdings
HFS DS Restoration Master Trust
Restoration Offshore Fund Ltd.
Restoration Partners LLC
Restoration Special Opportunities Master Ltd.
Salida Capitle Corp.
BTR Global Arbitrage Trading Limited
BTR Global Opportunity Trading Limited
Seaport V LLC
Strategic Energy Fund
TCW Asset Management Company
TCW Energy Fund X-NL, L.P.
TCW Energy Fund XB-NL, L.P.
TCW Energy Fund XC-NL, L.P.
TCW Energy Fund XD-NL, L.P.
Trust Company of the West
Ensign Peak Advisors, Inc.
TCW Asset Management Company
Trust Company of the West
Harry L. Bradley, Jr. Partition Trust
Harry L. Bradley Jr. Trust
Jane Bradley Uihlien Pettit Partition Trust
Jane Bradley Uihlien Trust
TD Bank
TD Capital Mezzanine Partners (QLP) L.P.
TD Capital Mezzanine Partners (Non-QLP) L.P.
TD Canada Trust
Toronto Dominion Investments, Inc.
Treaty Oak Capital Management
Treaty Oak Acorn Fund, LP
Treaty Oak Ironwood, Ltd.
Treaty Oak Master Fund, LP
Trident Exploration (2005) Limited Partnership I
Trident Exploration (2005) Limited Partnership II
Trident Energy Opportunity, L.P.
US Global Investors - Global Resources Fund
Viking Global
VGE III Portfolio Ltd.
Viking Global Equities LP
OMERS Private Equity Inc.
Angelo Gordon & Co., L.P.
Amber Capital LP
Ospraie Management LP
Stark Investments
Edgestone Capital Partners

Olympia Capital (Bermuda)
Alaska Trust Company

Banks

Key Bank, NA
TD Canada Trust

Proposed Professionals

Rothschild Inc.
Fraser Milner Casgrain (Canadian Counsel to Trident)
FTI Consulting Canada ULC (Canadian Monitor)
McCarthy Tetrault LLP (Canadian counsel to Monitor)
Blank Rome LLP (U.S. Counsel to Monitor)
Garden City Group, Inc.
Richards Layton & Finger P.C.

Other Professionals

Gibson Dunn & Crutcher LLP
Bennett Jones LLP
McMillan LLP

Exhibit 2 to the Declaration
Relationships With Potential Parties in Interest

EXHIBIT 2 TO AUGUSTINE DECLARATION

Entity with which RINC
has a Connection

Nature of Connection

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
AIG Commercial Insurance Company	AIG	Client pitch by RINC subsequently abandoned
Arbiter Partners LP and Paul Isaac	Arbiter Partners LP and Paul Isaac	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Arbiter Partners LP of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007. Paul Isaac is a principal of Arbiter Partners LP.
Aurora Energy Opportunity, LP; Aurora Energy Partners LP; Aurora Energy LLC	Aurora Capital Group Aurora Energy Partners	Client pitch by RINC subsequently abandoned. In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Aurora Energy Partners of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Bernlohr, Timothy J.		In matters unrelated to these cases, RINC has in the past and may in the future be working with or against companies of which Mr. Bernlohr was/is a director.

RINC has limited its search to the Parties in Interest provided by the Debtors. Affiliates, subsidiaries or parent companies of Parties in Interest have not been searched unless specifically noted.

EXHIBIT 2 TO AUGUSTINE DECLARATION

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
Blackrock	Blackrock Financial Management	In a matter unrelated to this case, RINC is working for an ad hoc bondholder committee that includes Blackrock Financial Management
Blackstone Mezzanine Holdings L.P.; Blackstone Mezzanine Partners L.P.	The Blackstone Group	Client pitch by RINC unrelated to Debtors
Buchanan, Steve	Steve Buchanan	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007. Steve Buchanan was a representative on the Ad Hoc Committee.
Caluori, Anthony	Anthony Caluori	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007. Anthony Caluori was a representative on the Ad Hoc Committee.
Chilton International LP; Chilton Investment Partners LP; Chilton Investment Partners L.P.; Chilton Opportunity Trust L.P.; Chilton Opportunity International L.P.; Chilton Global	Chilton Chilton Funds	Client pitch by RINC unrelated to Debtors. In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including

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EXHIBIT 2 TO AUGUSTINE DECLARATION

Entity with which RINC
has a Connection

Nature of Connection

Party in Interest

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
Partners L.P.; Chilton Global Distressed Opportunities Master Fund, L.P.		Chilton Funds of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Chilton Investment Company, Chilton Global Natural Resources Partners, L.P.; Chilton Small Cap International, L.P.	Chilton Chilton Funds	Client pitch by RINC unrelated to Debtors. In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Chilton Funds of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Chubb Insurance Co. of Canada	Chubb	Client pitch by RINC affiliate subsequently abandoned
ConocoPhillips Canada Resources Corp.	ConocoPhillips	Client pitch by RINC subsequently abandoned
CS Capital LLC; Credit Suisse	CSFB	Client pitch by RINC subsequently abandoned
Edison Sources Ltd.	Edison International	Client pitch by RINC unrelated to Debtors
Ensis S.A.R.L.	Ensis S.A.R.L.	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Ensis S.A.R.L. of certain common shareholders

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EXHIBIT 2 TO AUGUSTINE DECLARATION

Entity with which RINC
has a Connection

Nature of Connection

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
Eugene I. Davis		of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Fraser Milner Casgrain	Fraser Milner Casgrain	In matters unrelated to these cases, RINC has in the past and may in the future be working with or against companies of which Mr. Davis was/is a director.
Gibson Dunn & Crutcher LLP	Gibson Dunn & Crutcher LLP	RINC Vendor
Goldman Sachs	Goldman Sachs Private Investments	RINC Vendor
Hoplite Capital Management	Hoplite Capital Management	Client pitch by RINC unrelated to Debtors
Hunter, J. Laurie	J. Laurie Hunter	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Hoplite Capital Management of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
		In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with

RINC has limited its search to the Parties in Interest provided by the Debtors. Affiliates, subsidiaries or parent companies of Parties in Interest have not been searched unless specifically noted.

EXHIBIT 2 TO AUGUSTINE DECLARATION

Entity with which RINC
has a Connection

Nature of Connection

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
ING Insurance Company of Canada	ING; ING Group	respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007. J. Laurie Hunter was a representative on the Ad Hoc Committee.
Jennison Associates; Jennison Value Fund; Jennison Natural Resources Fund	Jennison Associates	Client pitches by various RINC affiliates unrelated to Debtors
KPMG LLP 3831	KPMG	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Jennison Associates of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007. We understand Jennison Associates has investments in certain funds managed by Prudential.
		RINC Vendor

RINC has limited its search to the Parties in Interest provided by the Debtors. Affiliates, subsidiaries or parent companies of Parties in Interest have not been searched unless specifically noted.

EXHIBIT 2 TO AUGUSTINE DECLARATION

Entity with which RINC
has a Connection

Nature of Connection

Party in Interest

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
Lucas Energy Total Return Partners, L.P.; Lucas Energy Ventures II LP; Lucas Energy Total Return Master Fund L.P.	Lucas Capital	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Lucas Capital of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
McCarthy Tetrault LLP	McCarthy Tetrault LLP	RINC Vendor
McNeil Group; The Chase S. McNeil Family	The McNeil Family Irrevocable GST Trust	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") The McNeil Family Irrevocable GST Trust of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Morgan Stanley	Morgan Stanley & Co.; Morgan Stanley Capital	Former RINC client on matters unrelated to Debtors that were subsequently abandoned
Non-Marine Underwriters at Lloyd's; Lloyd's of London	Lloyds Abbey Life; Lloyds Bank	Former clients of RINC affiliates that were subsequently abandoned.
Northwestern Mutual; Northwestern Mutual Life Insurance	Northwestern Mutual Investment Management	Client pitch by RINC unrelated to Debtors

RINC has limited its search to the Parties in Interest provided by the Debtors. Affiliates, subsidiaries or parent companies of Parties in Interest have not been searched unless specifically noted.

EXHIBIT 2 TO AUGUSTINE DECLARATION

Entity with which RINC
has a Connection

Nature of Connection

Party in Interest

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
OMERS Private Equity Inc.	OMERS Capital Partners Inc.	A RINC affiliate represented OMERS Capital Partners Inc. in an unsuccessful bid to purchase a chemical company.
Ospraie Management	Ospraie Management	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Ospraie Management of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Raytheon Master Pension Trust #2 All Cap Energy Account; Raytheon Combined DB-DC Master Trust All Cap Energy; Raytheon Master Pension Trust All Cap Energy Account; Raytheon Master Pension Trust Energy Hedge Account; Raytheon Combined DB/DC Master Trust Energy Hedge Account	Raytheon Aircraft Holdings Inc.; Raytheon Co.	Client pitches by RINC unrelated to Debtors
Richards Layton & Finger P.C.	Richards Layton & Finger PC	RINC and RINC affiliate vendor
Samsung Life Investment (America), Ltd.	Samsung C&T Corporation	Client pitch by RINC unrelated to Debtors

RINC has limited its search to the Parties in Interest provided by the Debtors. Affiliates, subsidiaries or parent companies of Parties in Interest have not been searched unless specifically noted.

EXHIBIT 2 TO AUGUSTINE DECLARATION

Party in Interest	Entity with which RINC has a Connection	Nature of Connection
TCW Asset Management Company, TCW Energy Fund X-NL, L.P.; TCW Energy Fund XB-NL, L.P.; TCW Energy Fund XC-NL, L.P.; TCW Energy Fund XD-NL, L.P.; Trust Company of the West	Trust Company of the West	RINC involved in a transaction where Trust Company of the West was listed as a participant. The transaction was completed.
TD Bank; TD Capital Mezzanine Partners (QLP) L.P.; TD Capital Mezzanine Partners (Non-QLP) L.P.; TD Canada Trust; Toronto Dominion Investments, Inc.	TD Capital Mezzanine Partners	Client pitch by RINC subsequently abandoned
Tinicum Partners LP	Tinicum Incorporated	In a matter unrelated to this case, RINC is working for a committee of bondholders that includes Tinicum Incorporated
Viking Global; VGE III Portfolio LP; Viking Global Equities LP	Viking Global Investors	In 2007, Rothschild was engaged by an ad hoc committee (the "Ad Hoc Committee") including Viking Global Investors of certain common shareholders of Trident Resources Corp. to advise the Ad Hoc Committee with respect to a potential investment of new capital by members of the Ad Hoc Committee in Trident Resources Corp. This engagement was completed in August 2007.
Wells Fargo (Agent)	Wells Fargo Leasing	RINC involved with Wells Fargo Leasing bid to purchase Terminal Leasing from MBIA which was subsequently abandoned
Zurich Canada	Zurich Financial Services	Client pitches by RINC affiliate subsequently abandoned

381495

RINC has limited its search to the Parties in Interest provided by the Debtors. Affiliates, subsidiaries or parent companies of Parties in Interest have not been searched unless specifically noted.

EXHIBIT C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----x	
In re:	: Chapter 11
TRIDENT RESOURCES CORP., <u>et al.</u>	: Case No. 09-13150 (MFW)
	: (Jointly Administered)
Debtors.	:
-----x	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
ROTHSCHILD INC. AS FINANCIAL ADVISOR AND INVESTMENT BANKER
FOR THE DEBTORS AND DEBTORS IN POSSESSION**

Upon the application (the "Application") of the above-captioned debtors and debtors in possession (each a "Debtor," and collectively, the "Debtors" and, together with their non-Debtor affiliates and subsidiaries, "Trident"), for entry of an order (this "Order") authorizing the Debtors to retain and employ Rothschild Inc. ("Rothschild") as their financial advisor and investment banker *nunc pro tunc* to the Petition Date,¹ all as more fully set forth in the Application; and upon the Declaration of Neil A. Augustine in support of the Application; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Application and the Declaration are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and the Court being satisfied based on the representations made in the Application and the Augustine Declaration that (i) Rothschild does not hold or represent an interest adverse to the Debtors' estates and (ii) Rothschild is a

"disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the terms and conditions of Rothschild's employment, including the compensation structure set forth in the Engagement Letter (as defined herein), are reasonable as required by section 328(a) of the Bankruptcy Code; and the Debtors having provided appropriate notice of the Application and the opportunity for a hearing on this Application under the circumstances and no other or further notice need be provided; and the Court having reviewed the Application and Augustine Declaration and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein in its entirety *nunc pro tunc* to the Petition Date.
2. The Debtors are authorized to employ and retain Rothschild as their financial advisor and investment banker in accordance with the terms and conditions set forth in that certain engagement letter dated as of November 1, 2007, as amended by that certain amendment letter dated as of October 7, 2008 (the "Amendment") and that certain joinder letter, dated August 27, 2009 (the "Joinder") and, together with the Original Engagement Letter, the

¹ All capitalized terms used but otherwise not defined herein shall have the meaning set forth in the Application.

Amendment and all exhibits attached thereto, the "Engagement Letter"), copies of which are attached to the Motion as **Exhibit A** and incorporated by reference herein.

3. Rothschild is entitled to reimbursement by the Debtors for reasonable expenses incurred in connection with the performance of its engagement under the Engagement Letter, including, without limitation, the fees, disbursements and other charges by Rothschild's counsel (which counsel shall not be required to be retained pursuant to section 327 of the Bankruptcy Code or otherwise).

4. The indemnification provisions included in the Engagement Letter and incorporated by reference herein are approved, subject to the following:

- (a) Rothschild shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify Rothschild, or provide contribution or reimbursement to Rothschild, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Rothschild's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Rothschild's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to Rothschild's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Rothschild should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Chapter 11 Cases, Rothschild believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, Rothschild must file an application therefore in this Court, and the Debtors may not pay any such amounts to Rothschild before the entry of an order by

this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Rothschild for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Rothschild. All parties in interest shall retain the right to object to any demand by Rothschild for indemnification, contribution or reimbursement; and it is further

5. Rothschild will file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code; *provided, however*, the fee applications filed by Rothschild shall be subject to review only pursuant to the standard of review set forth in section 328 of the Bankruptcy Code and not subject to the standard of review set forth in section 330 of the Bankruptcy Code.

6. Notwithstanding the preceding paragraph of this Order and any provision to the contrary in the Application or the Engagement Letter, the United States Trustee shall have the right to object to Rothschild's request(s) for interim and final compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code, provided, however, that "reasonableness" shall be evaluated by comparing (among other things) the fees payable in these cases to fees paid to comparable investment banking firms with similar experience and reputation offering comparable services in other Chapter 11 Cases and shall not be evaluated primarily on an hourly or length-of-case criterion. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the Office of the United States Trustee to challenge the reasonableness of Rothschild's fees (other than the Monthly Fee) under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the Office of the United States

Trustee, on appeal or otherwise, with respect to the reasonableness of the Rothschild fees (other than the Monthly Fee).

7. Rothschild's fee applications shall include, among other things, time records setting forth, in a summary format, a description of the services rendered by each professional, and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one-half hour increments, but shall be excused from keeping time in one-tenth of an hour increments.

8. Rothschild is granted a waiver of the information requirements relating to compensation requests set forth in Local Rule 2016-2(d) to the extent requested in the Application.

9. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

11. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Application in these cases, the terms of this Order shall govern.

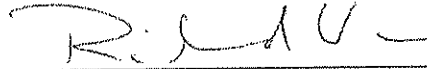
12. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Wilmington, Delaware
Date: _____, 2009

United States Bankruptcy Judge

Attached is Exhibit I to the Affidavit of Richard Voon, dated 01 October 2009, in the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended.

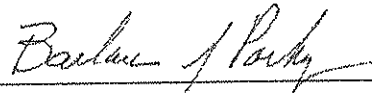


Richard H. Voon

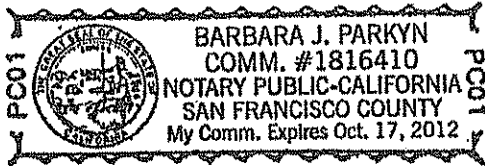
State of California)
County of San Francisco)

Subscribed and sworn before me on this 1st day of October 2009, by Richard H. Voon, proven to me on the basis of satisfactory evidence to be the person who appeared before me.

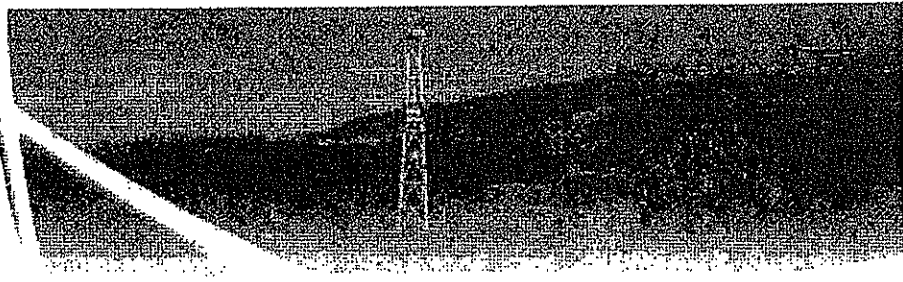
WITNESS my hand and official seal.



Barbara J. Parkyn, Notary Public



(Seal of Notary Public)



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Reserve growth through repeatable development.
development

News Releases



Delta Petroleum Corporation Announces Initial Completion Results From The Gray Well

PRNewswire
DENVER
(NASDAQ-NMS:DPTR)

DENVER, Sept. 21 /PRNewswire-FirstCall/ -- Delta Petroleum Corporation (NASDAQ: DPTR), an independent oil and gas exploration and development company, announced initial completion results from the Gray 31-23 well in the Columbia River Basin.

GRAY 31-23 COMPLETION UPDATE

Delta has perforated and tested the majority of the prospective zones in the Gray well at depths ranging from 11,580 to 12,280 feet. The six lowermost zones demonstrated high pressures as expected, but have flowed only fresh water to date. The zones located further uphole have flowed a combination of water and gas; however, the gas volumes have been minimal and substantially below pre-completion expectations deeming these intervals uneconomic. Additional testing will continue in the basalt section on specific intervals that experienced gas shows while drilling. Plans for additional drilling activity scheduled for later this year and in 2010 in the vicinity of the Gray well in the southern portion of the Columbia River Basin have been curtailed pending a review of all completion and testing information. Delta currently owns an interest in approximately 424,000 net acres in the basin, all of which are undeveloped.

ABOUT DELTA PETROLEUM

Delta Petroleum Corporation is an oil and gas exploration and development company based in Denver, Colorado. The Company's core areas of operations are the Rocky Mountain and Gulf Coast Regions, which comprise the majority of its proved reserves, production and long-term growth prospects. Its common stock is listed on the NASDAQ Global Market System under the symbol "DPTR."

FORWARD-LOOKING STATEMENTS

Forward-looking statements in this announcement are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include, without limitation, results and success of completion operations and drilling activity. Readers are cautioned that all forward-looking statements are based on management's present expectations, estimates and projections, but involve risks and uncertainty, including without limitation, uncertainties in the projection of future rates of production, unanticipated recovery or production problems, unanticipated results from wells being drilled or completed, the effects of delays in completion of gas gathering systems, pipelines and processing facilities, as well as general market conditions, competition and pricing. Please refer to the Company's report on Form 10-K for the year ended December 31, 2008 and subsequent reports on Forms 10-Q and 8-K as filed with the Securities and Exchange Commission for additional information. The Company is under no obligation (and expressly disclaims any obligation) to update or alter its forward-looking statements, whether as a result of new information, future events or otherwise.

For further information contact the Company at (303) 293-9133 or via email at info@deltapetro.com

SOURCE Delta Petroleum Corporation

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Action No.: 0901-13483
Deponent: Richard Voon
Date Sworn: October 1, 2009

**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. 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

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