

Trident
Procedures for the Sale and Investor Solicitation Process

On September 8, 2009, Trident Exploration Corp. (“TEC”), certain of its Canadian subsidiaries (Fort Energy Corp., Fenergy Corp., 981384 Alberta Ltd., 981405 Alberta Ltd., 981422 Alberta Ltd., together the “**Canadian Subsidiaries**”), and the U.S. Debtors (as hereinafter defined, and together with TEC and the Canadian Subsidiaries, the “**Canadian Debtors**”) obtained an initial order (the “**Initial Order**”) under the *Companies' Creditors Arrangement Act* (“**CCAA**”) from the Court of the Queen’s Bench of Alberta (the “**CCAA Court**”). On the same day, Trident Resources Corp. and certain of its U.S. subsidiaries (Trident CBM Corp., Aurora Energy LLC., Nexgen Energy Canada, Inc. and Trident USA Corp.) (collectively the “**U.S. Debtors**” and together with the Canadian Debtors the “**Applicants**” or “**Trident**”) commenced voluntary cases under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”, and together with the CCAA Court, the “**Courts**”).

On February 12, 2010 the Canadian Debtors filed a motion with the CCAA Court seeking an order for approval of (i) the execution and delivery of the Commitment Letter by the Canadian Debtors, (ii) the payment of the Equity Put Fee and Expense Reimbursement in the circumstances provided for in the Commitment Letter, and (iii) the sale and investor solicitation process (“**SISP**”) and the procedures set forth herein (the “**SISP Procedures**”);

On January 29, 2010 the U.S. Debtors filed a motion with the U.S. Bankruptcy Court for orders authorizing and approving (i) the U.S. Debtors entry into the Commitment Letter, (ii) the payment of the Equity Put Fee and Expense Reimbursement under the circumstances set forth in the Commitment Letter, and (iii) the SISP Procedures (the “**U.S. Bid Procedures Motion**”).

On February [18], 2010 following a joint hearing of the CCAA Court and the U.S. Bankruptcy Court, the Courts each entered an order (together, the “**Bid Procedures Order**”) approving the SISP and the SISP Procedures. The Bid Procedures Order, SISP and the SISP Procedures are to be followed with respect to a sale and investor solicitation process to be undertaken with respect to Trident.

All dollar amounts expressed herein, unless otherwise noted, are in United States currency.

Defined Terms

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Bid Procedures Order. In addition, in these SISP Procedures:

“**2006 TRC Credit Agreement**” means that certain Secured Credit Facility dated as of November 24, 2006, as amended among TRC, certain of its subsidiaries, Credit Suisse, Toronto Branch, as administrative agent and collateral agent, and the lenders party thereto;

“**Applicants**” has the meaning ascribed thereto in the recitals above;

“**Approval Motion**” has the meaning ascribed thereto in section 40;

“**Auction**” has the meaning ascribed thereto in section 33;

“**Auction Bidders**” has the meaning ascribed thereto in section 33(a);

“**Backstop Parties**” has the meaning ascribed thereto in the Commitment Letter;

“**Bid Procedures Order**” has the meaning ascribed thereto in the recitals above;

“**Canadian Credit Bid**” means an offer submitted by a Canadian Credit Bid Party to acquire the Canadian Debtors’ Property, or a portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by the Canadian Credit Bid Party) of the claims and obligations under the Canadian Secured Term Loan Agreement;

“**Canadian Credit Bid Party**” means the Agent acting on the direction of the Required Lenders under the Canadian Secured Term Loan Agreement, or its nominee;

“**Canadian Debtors**” has the meaning ascribed thereto in the recitals above;

“**Canadian Debtors’ Property**” means all or substantially all of the assets and the undertakings of the Canadian Debtors.

“**Canadian Secured Term Lenders**” means the lenders party from time to time under the Canadian Secured Term Loan Agreement.

“**Canadian Secured Term Loan Agreement**” means amended and restated credit agreement dated April 25, 2006, among *inter alia*, TEC as borrower, the lenders thereunder and Credit Suisse as agent (or its successors and assigns);

“**CCAA**” has the meaning ascribed thereto in the recitals above;

“**CCAA Court**” has the meaning ascribed thereto in the recitals above;

“**CCAA Plan**” has the meaning ascribed thereto in section 4;

“**Chapter 11 Plan**” has the meaning ascribed thereto in section 4;

“**Claims and Interests**” has the meaning ascribed thereto in section 6;

“**Commitment Letter**” means that certain commitment letter and attached term sheet dated January 25, 2010 between the Backstop Parties (as defined therein) and Trident, attached as Exhibit B to the U.S. Bid Procedures Motion, which may be amended from time to time;

“**Confidentiality Agreement**” means an executed confidentiality agreement in favor of Trident, similar in form and substance to the confidentiality agreement executed by the Backstop Parties, and otherwise satisfactory to the Monitor, the Financial Advisor and Trident, which shall inure to the benefit of any purchaser of the Trident Property or any investor in the Trident Business;

“Confirmation Order” means an order made by the U.S. Bankruptcy Court confirming the Chapter 11 Plan;

“Credit Bid” means, as applicable, a Canadian Credit Bid or U.S. Credit Bid;

“Credit Bid Party” means, as applicable, a Canadian Credit Bid Party or a U.S. Credit Bid Party;

“Data Room” means a confidential electronic data room which contains any and all documents furnished by the Debtors;

“Deposit” has the meaning ascribed thereto in section 24(l);

“Disclosure Statement Order” means an order made by the U.S. Bankruptcy Court approving the disclosure statement;

“Elimination” has the meaning ascribed thereto in section 22;

“Equity Put Fee” has the meaning ascribed thereto in the Commitment Letter;

“Filing Date” means September 8, 2009;

“Firm-Up Notice” means a notice submitted by the Backstop Parties to Trident (and countersigned by Trident) no later than April 30, 2010, which provides that (a) the proposed Chapter 11 Plan and Disclosure Statement (a copy of which shall be attached to the Firm-Up Notice) are satisfactory to the Backstop Parties and Trident; (b) the proposed CCAA Plan, if any (a copy of which shall be attached to the Firm-Up Notice), is satisfactory to the Backstop Parties and Trident ; (c) the debt financing commitment and the underlying terms thereof (which shall be attached to the Firm Up Notice) is acceptable to the Backstop Parties; and Trident ; (d) the forms of Orders approving the Chapter 11 Plan, Disclosure Statement and CCAA Plan (each of which shall be attached to the Firm Up Notice) are acceptable to the Backstop Parties and Trident; and (e) to each of the Backstop Parties’ knowledge, there has been no Material Adverse Change to the date of the Firm Up Notice; provided, that, after submitting the Firm-Up Notice to Trident, any modification to any of the documents attached to the Firm Up Notice shall be acceptable to the Backstop Parties and Trident;

“Firm Up Notice Confirmation” means a notice submitted by the Backstop Parties to Trident (and countersigned by Trident) which states (i) that, to each of the Backstop Parties’ knowledge, there has been no Material Adverse Change to the date of the Firm Up Notice Confirmation or any breach of any other condition of the Commitment Letter that would permit the Backstop Parties to terminate the Commitment Letter; and (ii) provides that the documents to be contained in the Plan Supplement (which shall be attached to the Firm-Up Notice) are acceptable to the Backstop Parties and Trident, provided, that, after submitting the Firm Up Notice Confirmation to Trident, any modifications to any documents contained in the Plan Supplement shall be acceptable to the Backstop Parties and Trident;

“Financial Advisor” means Rothschild Inc;

“**Form of Purchase Agreement**” has the meaning ascribed thereto in section 26;

“**Initial Order**” has the meaning ascribed thereto in the recitals above;

“**Investment Proposal**” has the meaning ascribed thereto in section 15(a);

“**Leading Bid**” has the meaning ascribed thereto in section 33(h);

“**Letters of Intent**” has the meaning ascribed thereto in section 13;

“**Marked Agreement**” has the meaning ascribed thereto in section 27(b);

“**Marked Ancillary Agreement**” has the meaning ascribed thereto in section 27(b);

“**Material Adverse Change**” means any material adverse change or any development that would reasonably be expected to result in a material adverse change, individually or when taken together with any other such changes or developments, in (i) the financial condition, business, results of operations, assets or liabilities of Trident and its subsidiaries, taken as a whole, as such business is proposed to be conducted as contemplated in the Term Sheet or the Commitment Letter, and whether or not arising from transactions in the ordinary course and (ii) the ability of Trident to perform its obligations under this Commitment Letter, the Term Sheet and/or any definitive agreement required to implement the restructuring;

“**Monitor**” means FTI Consulting Canada ULC, in its capacity Monitor pursuant to the Initial Order and not in its personal or corporate capacity;

“**Parcels**” means any one or more of the (i) the assets of Trident related to the Mannville development; (ii) the assets of Trident related to the Montney Shale development; (iii) the assets of Trident related to the Horseshoe Canyon development; or (iv) the assets of Trident related to the exploration lands in the northwest United States;

“**Parcels Bid**” means a bid for Parcels.

“**Participation Materials**” has the meaning ascribed thereto in section 8;

“**Phase 1**” has the meaning ascribed thereto in section 13;

“**Phase 1 Bid Deadline**” has the meaning ascribed thereto in section 14;

“**Phase 1 Qualified Bidder**” has the meaning ascribed thereto in section 9;

“**Phase 2**” has the meaning ascribed thereto in section 18;

“**Phase 2 Bid Deadline**” has the meaning ascribed thereto in section 23;

“**Potential Bidder**” has the meaning ascribed thereto in section 8;

“**Purchase Price**” has the meaning ascribed thereto in section 27(b);

“**Qualified Bids**” has the meaning ascribed thereto in section 29;

“**Qualified Bidders**” has the meaning ascribed thereto in section 22;

“**Qualified Consideration**” means consideration sufficient to repay (A) in full in cash on closing the obligations under the Canadian Secured Term Loan Agreement and (B) in full in cash, or through the assumption of liabilities, (i) any claims ranking senior in priority thereto that are or would be payable in the Canadian Cases; and (ii) any amounts payable which it is determined were incurred by the TEC Entities entirely (i) after the Filing Date and before the closing and (ii) in compliance with the Initial Order (as amended) and other Orders made by the CCAA Court in these CCAA proceedings, the aggregate of the amounts referred to in (A) and (B) is currently estimated to be as of July 2, 2010 approximately U.S. \$560 million;

“**Qualified Investment Bid**” has the meaning ascribed thereto in section 24;

“**Qualified Letter of Intent**” has the meaning ascribed thereto in section 15;

“**Qualified Purchase Bid**” has the meaning ascribed thereto in section 27;

“**Required Lenders**” has the meaning given to such term in the Canadian Secured Term Loan Agreement;

“**Sale Proposal**” has the meaning ascribed thereto in section 15(a);

“**Selected Superior Offer**” has the meaning ascribed thereto in section 37;

“**SISP**” has the meaning ascribed thereto in the recitals above;

“**SISP Procedures**” has the meaning ascribed thereto the recitals above;

“**Solicitation Process**” has the meaning ascribed thereto in section 1;

“**Starting Bid**” has the meaning ascribed thereto in section 33(e);

“**Subsequent Bid**” has the meaning ascribed thereto in section 33(h);

“**Successful Bid**” has the meaning ascribed thereto in section 38;

“**Successful Bidder**” has the meaning ascribed thereto in section 38;

“**Superior Parcels Offer**” means credible, reasonably certain and financially viable Parcels Bid, such that the combination of such Parcels Bids provides for consideration no less than the Qualified Consideration;

“**TEC**” has the meaning ascribed thereto in the recitals above;

“**Term Sheet**” means the term sheet attached to the Commitment Letter;

“**Trident**” has the meaning ascribed thereto in the recitals above;

“**Trident Business**” means the business carried on by Trident;

“**Trident Property**” means the assets and the undertaking of Trident or any part thereof, including the Parcels;

“**U.S. Bankruptcy Court**” has the meaning ascribed thereto the recitals above;

“**U.S. Bid Procedures Motion**” has the meaning ascribed thereto in the recitals above;

“**U.S. Credit Bid**” means an offer submitted by a U.S. Credit Bid Party to acquire the U.S. Debtors’ Property, or a portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by the U.S. Credit Bid Party) of the claims and obligations under the 2006 Credit Agreement;

“**U.S. Credit Bid Party**” means the Backstop Parties or collateral agent under the 2006 Credit Agreement, or their nominee;

“**U.S. Debtors**” has the meaning ascribed thereto in the recitals above; and

“**U.S. Debtors’ Property**” means all or substantially all of the assets and undertakings of the U.S. Debtors.

Solicitation Process

(1) The SISP Procedures set forth herein describe, among other things, the Trident Property available for sale, the opportunity for an investment in Trident, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning Trident, the Trident Property, and the Trident Business, the manner in which bidders and bids become Qualified Bidders and Qualified Bids, respectively, the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder and the approval thereof by the U.S. Bankruptcy Court and the CCAA Court (collectively, the “**Solicitation Process**”).

(2) Trident, in consultation with its Financial Advisor and under supervision by the Monitor shall conduct the SISP Procedures and the Solicitation Process as outlined herein. In the event that there is disagreement as to the interpretation or application of these SISP Procedures, such disagreement shall be addressed to both Courts at a joint hearing.

(3) A Confidential Information Memorandum describing the opportunity to invest in Trident or acquire all or substantially all of the Trident Property and the Trident Business will be made available by the Financial Advisor to (a) prospective purchasers or prospective strategic or financial investors that have executed the Confidentiality Agreement; (b) the Required Lenders and the Agent; and (c) the Backstop Parties.

Investment and Sale Opportunity

(4) An investment in Trident may include one or more or any combination of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of some or all of the Trident entities as a going concern; a purchase of Trident Property, including

one or more of the Parcels to a newly formed acquisition entity; or a plan of compromise or arrangement pursuant to the CCAA (the “**CCAA Plan**”) and/or a joint plan of reorganization under Chapter 11 of the U.S. Bankruptcy Code (the “**Chapter 11 Plan**”).

“As Is, Where Is”

(5) The investment in Trident or sale of the Trident Property or Trident Business will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, Trident or any of their agents, estates, advisors, professionals or otherwise, except to the extent set forth in the relevant sale or investment agreement with a Successful Bidder.

Free Of Any And All Claims And Interests

(6) In the event of a sale, all of the rights, title and interests of Trident in and to the Trident Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the “**Claims and Interests**”) pursuant to the relevant approval and vesting order made by the Courts and/or free and clear of all claims and interests pursuant to section 1141 of the U.S. Bankruptcy Code, as appropriate. Contemporaneously with such approval and vesting order being made, all such Claims and Interests shall attach to the net proceeds of the sale of such property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

Publication Notice

(7) Within five (5) days of entry of the Bid Procedures Order, Trident shall (i) cause a notice of the sale and investor solicitation process to be published in accordance with the Bid Procedures Order, which notice shall be in substantially similar form as approved in the Bid Procedures Order; and (ii) issue a press release to Canada Newswire and a United States equivalent newswire regarding the SISP for dissemination in Canada, the United States, Europe and Asia-Pacific.

Participation Requirements

(8) In order to participate in the Solicitation Process, each person (a “**Potential Bidder**”) must deliver to the Financial Advisor (with a copy to the Monitor) at the addresses specified in Schedule “1” hereto (by email), prior to the distribution of any confidential information by the Financial Advisor to a Potential Bidder (other than the Confidential Information Memorandum, which will be distributed upon a Potential Bidder’s satisfaction of section 8(a) hereof) the following documents (the “**Participation Materials**”):

- (a) an executed Confidentiality Agreement;
- (b) a specific indication of anticipated sources of capital for the Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement that will allow the

Monitor, the Financial Advisor, and Trident and each of their respective legal and financial advisors, to make, in their business or professional judgment, a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the transaction;

- (c) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct or indirect principals of the Potential Bidder; and
- (d) an executed letter acknowledging receipt of a copy of the Bid Procedures Order and the SISP and agreeing to accept and be bound by the provisions contained herein.

(9) If it is determined by Trident, after consultation with the Financial Advisor and the Monitor that a Potential Bidder has a bona fide interest in considering a transaction and has provided the Participation Materials by no later than March 31, 2010, such Potential Bidder will be a "**Phase 1 Qualified Bidder**"). Trident will promptly notify the Potential Bidder of such determination, and will provide the Phase 1 Qualified Bidder with access to the due diligence information set forth below. A Canadian Credit Bid Party or U.S. Credit Bid Party shall be deemed to be a Phase 1 Qualified Bidder unless it notifies Trident and the Monitor in writing that it will not be making a Credit Bid or submitting a Letter of Intent.

(10) The determination as to whether a Potential Bidder is a Phase 1 Qualified Bidder will be made as promptly as practicable, but no later than five (5) Business Days after a Phase 1 Potential Bidder delivers all of the Participation Materials.

Due Diligence

(11) Each Phase 1 Qualified Bidder (including, for greater certainty, their potential lenders or financiers and their financial and legal advisors, provided however that such persons have either also signed a Confidentiality Agreement (or is a representative for whom the relevant Phase 1 Qualified Bidder is responsible under the Confidentiality Agreement) shall have such due diligence access to materials and information relating to the Trident Property and the Trident Business as Trident, in its reasonable business judgment, in consultation with the Financial Advisor and the Monitor, deems appropriate; provided that no diligence materials or information may be provided to a Phase 1 Qualified Bidder that has not been or is not concurrently provided to the Backstop Parties. If Trident determines that additional due diligence material requested by a Phase 1 Qualified Bidder is reasonable and appropriate under the circumstances, but such material has not previously been provided to the Backstop Parties, Trident shall immediately post such material in the Data Room.

(12) The Monitor, the Financial Advisor and Trident make no representation or warranty as to the information or the materials provided, except, in the case of Trident, to the extent contemplated under any definitive sale or investment agreement with a Successful Bidder executed and delivered by the applicable Trident entities.

Phase 1

Seeking Letters of Intent by the Phase 1 Qualified Bidders

(13) For a period of following the date of the Bid Procedures Order until March 31, 2010 (“**Phase 1**”), Trident through the Financial Advisor (under the supervision of the Monitor and in accordance with the terms of the Bid Procedures Order) will solicit letters of intent from prospective strategic or financial parties to acquire the Trident Property or Trident Business or to invest in Trident (each, a “**Letter of Intent**”).

(14) A Phase 1 Qualified Bidder that desires to participate in Phase 1 shall, along with the Participation Materials deliver written copies of a Letter of Intent to the Financial Advisor and the Monitor, at the addresses specified in Schedule “1” hereto (by email), so as to be received by it not later than March 31, 2010 at 5:00 PM (Calgary time) (the “**Phase 1 Bid Deadline**”).

Qualified Non-Binding Letters of Intent

(15) A Letter of Intent submitted will be considered a Qualified Letter of Intent only if submitted on or before the Phase 1 Bid Deadline by a Phase 1 Qualified Bidder and contains the following information (a “**Qualified Letter of Intent**”):

- (a) A statement of whether the Phase 1 Qualified Bidder is offering to (i) acquire Trident Property (a “**Sale Proposal**”); or (ii) make an investment in Trident and the Trident Business (an “**Investment Proposal**”);
- (b) In the case of an Investment Proposal, it shall identify: (i) the aggregate amount of the equity and debt investment (including, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and any related contingencies, as applicable) including the sources and uses of capital to be made in the Trident Business; (ii) the underlying assumptions regarding the pro forma capital structure (including, the anticipated debt levels, fees, interest and amortization); (iii) consideration, to be allocated to the stakeholders including claims of any secured or unsecured creditors of the Trident entities and the proposed treatment of employees and the proposed terms and conditions of employment to the extent employment will be offered to employees, including any incentive plans; (iv) the structure and financing of the transaction including all requisite financial assurance; (v) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals; (vi) additional due diligence required or desired to be conducted during Phase 2 if any and timeline to closing with critical milestones; (vii) any conditions to closing that the Phase 1 Qualified Bidder may wish to impose; and (viii) any other terms or conditions of the Investment Proposal which the Phase 1 Qualified Bidder believes are material to the transaction;

- (c) In the case of a Sale Proposal: it shall identify (i) the purchase price range (including liabilities to be assumed by the Phase 1 Qualified Bidder); (ii) what Trident Property is included; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price, evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and any related contingencies, as applicable); (iv) an indication of the allocation of purchase price between the Canadian Debtors and the U.S. Debtors (v) the proposed treatment of employees and the proposed terms and conditions of employment to the extent employment will be offered to employees, including any incentive plans; (vi) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals; (vii) additional due diligence required or desired to be conducted during Phase 2 if any and timeline to closing with critical milestones; (viii) any conditions to closing that the Phase 1 Qualified Bidder may wish to impose; and (ix) any other terms or conditions of the Sale Proposal which the Phase 1 Qualified Bidder believes are material to the transaction; and
- (d) It contains such other information reasonably requested by the Financial Advisor, in consultation with the Monitor and Trident.

(16) The Commitment Letter shall be deemed to be a Qualified Letter of Intent.

(17) A Credit Bid shall be deemed to be a Qualified Letter of Intent if it contains the information contemplated by section 15(c) to the extent reasonably applicable and is submitted by the Phase 1 Bid Deadline.

Assessment of Qualified Letters of Intent

I - Advance to Phase 2

(18) Prior to the Phase 1 Bid Deadline, Trident with input from the Financial Advisor and the Monitor will assess the materials received during Phase 1, if any, and will determine whether there is a reasonable prospect of obtaining a Qualified Bid (other than a Credit Bid and the Commitment Letter). If Trident, (a) has received a Qualified Letter of Intent prior to the Phase 1 Bid Deadline; and (b) in consultation with the Financial Advisor and the Monitor, determines that there is a reasonable prospect of obtaining a Qualified Bid (other than a Credit Bid or the Commitment Letter), the SISP will continue until the Phase 2 Bid Deadline in accordance with these SISP Procedures (“**Phase 2**”). Within one business day after Trident determines that a Qualified Letter of Intent has been received it shall notify counsel to the Backstop Parties and the Required Lenders of receipt of such Letter of Intent. If Trident, in consultation with the Financial Advisor and the Monitor, determines that there is no reasonable prospect of a Qualified Letter of Intent resulting in a Qualified Bid (other than a Credit Bid or the Commitment Letter), or if no Qualified Letter of Intent is received by the Phase 1 Bid Deadline, Trident will forthwith advise the Backstop Parties and the Required Lenders of such determination. If the Monitor or

any other interested party does not agree with any of the determinations by Trident as set forth above, such party may seek advice and directions from the Courts with respect to the SISP.

II. Terminate SISP

(19) Subject to the outcome of any motion for advice and directions from the Courts as described in paragraph 18, Trident shall terminate the SISP at the end of Phase 1 if:

- (a) no Qualified Letter of Intent is received by the Financial Advisor; or
- (b) Trident in consultation with the Financial Advisor and the Monitor determines that there is no reasonable prospect that any Qualified Letter of Intent received will result in a Qualified Bid (other than a Credit Bid or the Commitment Letter).

(20) If the SISP is terminated by Trident or pursuant to an Order of the CCAA Court or the U.S. Bankruptcy Court, Trident shall promptly (and if it does not, the Backstop Parties may): (i) file a CCAA Plan and/or a Chapter 11 Plan based on the Commitment Letter in accordance with the Bid Procedures Order; and (ii) take steps to complete the transaction as set out in the Commitment Letter by no later than July 2, 2010; provided, however, if the Backstop Parties (i) fail to deliver the Firm-Up Notice by no later than April 30, 2010, (ii) terminate the Commitment Letter, (iii) fail to deliver the Firm-Up Notice Confirmation on May 28, 2010 or (iv) fail to close under the Commitment Letter by no later than July 2, 2010, then Trident shall, and any other party in interest may, seek direction from the Courts in regard to the Solicitation Process, including an application by a Credit Bid Party seeking approval for the implementation of its Credit Bid or the Required Lenders seeking approval for the implementation of the Canadian Credit Bid, after notice and a hearing, subject to the respective rights of Trident and all parties in interest to be heard regarding such relief.

(21) The Financial Advisor shall notify each Phase 1 Qualified Bidder that submitted a Qualified Letter of Intent that the SISP has been terminated.

Elimination

(22) Trident may, in its reasonable business judgment, in consultation with the Financial Advisor and with the prior consent of the Monitor eliminate any Phase 1 Qualified Bidders (other than a Credit Bid Party) from the SISP (the “**Elimination**”) at any time during Phase 1 or Phase 2 (as described below). Only those Phase 1 Qualified Bidders that submit a Qualified Letter of Intent prior to the Phase 1 Deadline shall be deemed a “**Qualified Bidder**”.

Phase 2

Seeking Qualified Bids by Qualified Bidders

(23) A Qualified Bidder will deliver written copies of a Qualified Investment Bid or a Qualified Purchase Bid to the Financial Advisor at the address specified in Schedule “1” hereto (including by email or fax transmission) with a copy to the Monitor at the address specified in Schedule (“1” hereto (by email)) so as to be received by them not later than 5:00 pm (Calgary time) on May 28, 2010 (the “**Phase 2 Bid Deadline**”).

Qualified Investment Bids

(24) An Investment Proposal submitted by a Qualified Bidder will be considered a Qualified Investment Bid only if the bid complies with all of the following (a “**Qualified Investment Bid**”):

- (a) it includes duly authorized and executed definitive documentation containing the terms and conditions of the proposed transaction, including details regarding the proposed equity and debt structure of Trident following completion of the proposed transaction (the “**Definitive Documentation**”);
- (b) it is based on the form of the Commitment Letter and Term Sheet (as defined in the Commitment Letter) and accompanied by a mark up of the Commitment Letter and Term Sheet showing the amendments and modifications made thereto;
- (c) it provides consideration not less than the Qualified Consideration and is on no materially less favorable terms and conditions than as set forth in such Qualified Bidder’s Qualified Letter of Intent;
- (d) it includes a letter stating that the bidder’s offer is irrevocable until the selection of the Successful Bidder provided that if such bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the earlier of (i) the closing of the investment by the Successful Bidder and (ii) the outside date stipulated in the Successful Bid;
- (e) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing to consummate the proposed transaction including the sources and uses of capital, or other evidence that will allow Trident, in consultation with the Financial Advisor and the Monitor, to make a reasonable determination as to the bidder’s financial and other capabilities to consummate the transaction contemplated by the bid;
- (f) it is not conditioned on (i) the outcome of unperformed due diligence by the bidder and/or (ii) obtaining any financing capital;
- (g) it outlines any anticipated regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (h) it provides a timeline to closing with critical milestones;
- (i) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of any such participation;
- (j) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or

inspection of any documents in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of Trident or the completeness of any information provided in connection therewith except as expressly stated in the applicable term sheet;

- (k) it includes evidence, in form and substance reasonably satisfactory to Trident, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;
- (l) it is accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Trident and the Monitor, payable to the order of the Monitor, in trust, in an amount equal to U.S. \$20 million to be held and dealt with in accordance with these SISP Procedures;
- (m) it contains full details of the proposed number of employees of Trident who will become employees of the bidder and the proposed terms and conditions of employment to be offered to those employees including the assumption of applicable incentive plans;
- (n) it contains any other information required in the Participation Materials;
- (o) it identifies with particularity which contracts and leases the bidder wishes to assume and reject, contains full details of the bidder’s proposal for the treatment of related cure costs (and provides adequate assurance of future performance thereunder); and it identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- (p) it contains other information reasonably requested by Trident through the Financial Advisor and/or by the Monitor;
- (q) it is received by the Phase 2 Bid Deadline; and
- (r) it provides for payment in full in cash on closing of amounts owing under the Canadian Secured Term Loan Agreement.

(25) The Commitment Letter shall be deemed to be a Qualified Investment Bid.

Qualified Purchase Bids

(26) A Qualified Bidder that intends to submit a Sale Proposal in accordance with Phase 2 of the SISP shall submit its proposal on the form of purchase and sale agreement developed by Trident in consultation with the Financial Advisor and the Monitor (the “**Form of Purchase Agreement**”). Trident shall use its reasonable commercial efforts to have completed preparation

of the Form of Purchase Agreement by March 31, 2010 and make it available to Qualified Bidders, including, but not limited to, the Backstop Parties and the Required Lenders, no later than three days after the Qualified Bidder requests the same from the Financial Advisor.

(27) A Sale Proposal submitted by a Qualified Bidder will be considered a Qualified Purchase Bid only if the bid complies with all of the following (a "**Qualified Purchase Bid**"):

- (a) it includes a letter stating that the bidder's offer is irrevocable until (x) the selection of the Successful Bidder, provided that if such bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the earlier of (i) the closing of the sale to the Successful Bidder and (ii) the outside date stipulated in the Successful Bid;
- (b) it includes a duly authorized and executed purchase and sale agreement substantially in the form of the Form of Purchase Agreement, including the purchase price, expressed in U.S. dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements) as well as copies of such materials marked to show those amendments and modifications to the Form of Purchase Agreement ("**Marked Agreement**") and such ancillary agreements (the "**Marked Ancillary Agreement**") and the proposed orders to approve the sale by the Courts;
- (c) it provides consideration not less than the Qualified Consideration and on no materially less favorable terms and conditions than as set forth in such Qualified Bidder's Qualified Letter of Intent;
- (d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing to consummate the proposed transaction including the sources and uses of capital, or other evidence that will allow Trident, in consultation with the Financial Advisor and the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the bid;
- (e) it is not conditioned on (i) the outcome of unperformed due diligence by the bidder and/or (ii) obtaining any financing or capital;
- (f) it outlines any anticipated regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (g) it provides a timeline to closing with critical milestones;
- (h) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of any such participation;

- (i) it includes an acknowledgement and representation that the bidder will assume the obligations of Trident under the executory contracts and unexpired leases proposed to be assigned (or identifies with particularity which of such contracts and leases the bidder wishes not to assume, or alternatively which additional executory contracts or unexpired leases the bidder wishes to assume), contains full details of the bidder's proposal for the treatment of related cure costs; and it identifies with particularity any executory contract or unexpired leases the assumption and assignment of which is a condition to closing;
- (j) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase agreement;
- (k) it includes evidence, in form and substance reasonably satisfactory to Trident, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;
- (l) it is accompanied by a Deposit in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to Trident and the Monitor, payable to the order of the Monitor, in trust, amount equal to U.S. \$20 million to be held and dealt with in accordance with these SISF Procedures;
- (m) it contains full details of the proposed number of employees of Trident who will become employees of the bidder and the proposed terms and conditions of employment to be offered to those employees including the assumption of applicable incentive plans;
- (n) it contains any other information required in the Participation Materials;
- (o) it identifies with particularity which contracts and leases the bidder wishes to assume and reject, contains full details of the bidder's proposal for the treatment of related cure costs (and provides adequate assurance of future performance thereunder); and it identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- (p) it contains other information reasonably requested by Trident through the Financial Advisor and/or by the Monitor;

- (q) it is received by the Phase 2 Bid Deadline; and
- (r) it provides for payment in full in cash on closing of amounts owing under the Canadian Secured Term Loan Agreement.

(28) A Canadian Credit Bid shall be deemed to be a Qualified Purchase Bid if it includes definitive documentation that contains the information contemplated by section 27 to the extent reasonably applicable but excluding clauses (b), (c), (l) and (n) hereof. Once a Canadian Credit Bid has been submitted by the Canadian Credit Bid Party, such party shall not be entitled to increase the purchase price of such Canadian Credit Bid for any purpose.

(29) Qualified Investment Bids and Qualified Purchase Bids shall hereinafter be referred to as “**Qualified Bids**” and each a “**Qualified Bid**”. A combination of Parcels Bids shall be considered a Qualified Purchase Bid if, in the aggregate, they satisfy sections 27(c) and 27(r) hereof.

(30) Trident may not waive substantial compliance with any one or more of the requirements specified herein without the prior consent of the Monitor, the Backstop Parties and the Required Lenders; provided, however, if such consent is not obtained, Trident may seek authority from the Courts to waive compliance with any one or more of the requirements specified herein.

No Qualified Bids

(31) If at any point during the SISP, Trident determines, in consultation with the Financial Advisor and the Monitor, that a Qualified Bid (other than a Credit Bid or the Commitment Letter) will not be obtained by the Phase 2 Bid Deadline, (a) it will advise the Backstop Parties and the Required Lenders of that fact; and (b) following that advice, if the Backstop Parties have delivered the Firm Up Notice by no later than April 30, 2010 and to the extent the SISP has been terminated on or after the Phase 2 Bid Deadline, the Backstop Parties have delivered the Firm Up Notice Confirmation on May 28, 2010, Trident shall promptly, and if it does not, the Backstop Parties may: (i) apply for court sanction of a plan based on the Commitment Letter in accordance with the Bid Procedures Order and (ii) take steps to complete the transaction as set out in the Commitment Letter by no later than July 2, 2010, provided, however, if the Backstop Parties (i) fail to deliver the Firm-Up Notice by no later than April 30, 2010, (ii) terminate the Commitment Letter, (iii) fail to deliver the Firm Up Notice Confirmation on May 28, 2010 or, (iii) fail to close under the Commitment Letter by no later than July 2, 2010, then Trident shall, and any other party in interest may, seek direction from the Courts in regard to the Solicitation Process, including an application by a Credit Bid Party seeking approval for the implementation of its Credit Bid or the Required Lenders seeking approval for the implementation of the Canadian Credit Bid, after notice and a hearing, subject to the respective rights of Trident and all parties in interest to be heard regarding such relief.

(32) Subject to the outcome of any motions for advice and directions from the Courts as described in section 32, the Financial Advisor shall also notify each Qualified Bidder that the SISP has been terminated.

Auction

(33) If Trident receives one or more Qualified Bids (other than a Credit Bid and the Commitment Letter), Trident will conduct an auction (the “**Auction**”), at 9:30 a.m. on June 7, 2010 at the offices of Akin Gump Strauss Hauer & Feld, LLP located at One Bryant Park, New York, New York 10036, or such other location as shall be timely communicated to all entities entitled to attend at the Auction, which Auction may be cancelled or adjourned by Trident (after consultation with the Financial Advisor and the Monitor). The Auction shall run in accordance with the following procedures:

- (a) Only Trident, the Financial Advisor, the Monitor, the Backstop Parties, the Required Lenders (and the advisors to each of the foregoing) and any Qualified Bidder who has submitted a Qualified Bid (together the “**Auction Bidders**”) and the advisors to the Auction Bidders are entitled to attend the Auction in person.
- (b) Each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder with respect to the bidding or any sale or investment.
- (c) At least three business days prior to the Auction, each Auction Bidder must inform the Financial Advisor whether it intends to attend the Auction.
- (d) Only the Auction Bidders will be entitled to make any subsequent bids at the Auction; provided that in the event an Auction Bidder elects not to attend the Auction, such Auction Bidder’s Qualified Bid shall nevertheless remain fully enforceable against such Auction Bidder until the date of the selection of the Successful Bidder at the conclusion of the Auction;
- (e) At least two business days prior the Auction, the Financial Advisor will provide copies of the Qualified Bid which Trident (after consultation with the Financial Advisor and the Monitor) believes is the highest or otherwise best offer (the “**Starting Bid**”) to all Auction Bidders;
- (f) All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other bidders throughout the entire Auction provided that all Auction Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Auction Bidder attending the Auction in person;
- (g) Trident, after consultation with the Financial Advisor and the Monitor, may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are(i) not inconsistent with these SISP Procedures, the U.S. Bankruptcy Code, general

practice in the CCAA Proceedings, or any order of the Courts and (ii) disclosed to each Auction Bidder at the Auction;

- (h) Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder that (i) improves upon such Auction Bidders immediately prior bid (which shall be a Qualified Bid) (a “**Subsequent Bid**”); and (ii) Trident determines, after consultation with the Financial Advisor and the Monitor that such Subsequent Bid is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid. Each incremental bid at the Auction shall provide net value to Trident’s estate of at least U.S. \$10 million over the Starting Bid or the Leading Bid, as the case may be, provided that Trident, after consultation with the Financial Advisor and the Monitor, shall retain the right to modify the increment requirements at the Auction, and provided, further that Trident, in determining the net value of any incremental bid to the Trident estate shall not be limited to evaluating the incremental dollar value of such bid and may consider other factors as identified in the “Selection of Successful Bid” section of these SISP Procedures. After the first round of bidding and between each subsequent round of bidding, Trident shall announce the bid, the value of such bid and the material terms of the bid, that it believes to be the highest or otherwise best offer after consultation with the Financial Advisor and the Monitor (the “**Leading Bid**”). A round of bidding will conclude after each Auction Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid; and
- (i) No bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

Selection of Successful Bid

(34) Trident, in consultation with the Financial Advisor and the Monitor will review each Qualified Bid as set forth herein.

(35) Evaluation criteria with respect to an Investment Proposal may include, but are not limited to items such as: (a) the amount of equity and debt investment and the proposed sources and uses of such capital; (b) the debt to equity structure post-closing; (c) the counterparties to the transaction; (d) the terms of the transaction documents; (e) other factors affecting the speed, certainty and value of the transaction; (f) planned treatment of stakeholders; and (g) the likelihood and timing of consummating the transaction.

(36) Evaluation criteria with respect to a Sale Proposal may include, but are not limited to items such as (a) the purchase price and the net value (including assumed liabilities and other obligations to be performed or assumed by the bidder) provided by such bid; (b) the claims likely to be created by such bid in relation to other bids; (c) the counterparties to the transaction; (d) the proposed revisions to the Form of Purchase Agreement and the terms of the transaction documents; (e) other factors affecting the speed, certainty and value of the transaction (including

any regulatory approvals required to close the transaction); (f) the assets included or excluded from the bid; (g) the estimated number of employees of Trident that will be offered post closing employment by the Qualified Bidder and any proposed measures associated with their continued employment; (h) the transition services required from Trident post-closing and any related restructuring costs; and (i) the likelihood and timing of consummating the transaction.

(37) Prior to the conclusion of the Auction, Trident, after consultation with the Financial Advisor and the Monitor will identify the highest or otherwise best Investment Proposal or Sale Proposal received. Trident will notify the Qualified Bidders of the identity of the Qualified Bidders in respect of both the highest or otherwise best Investment Proposal or Sale Proposal received (the “**Selected Superior Offer**” and, such bidder, the **Selected Superior Offer Bidder**”). Trident shall then finalize a definitive agreement in respect of the Selected Superior Offer, conditional upon approval of the Courts, a vote of affected creditors (to the extent implemented through a CCAA Plan and/or a Chapter 11 Plan) and on the Selected Superior Offer closing on or before July 2, 2010.

(38) Once a definitive agreement has been finalized and settled in respect of the Selected Superior Offer approved by Order of the Courts in accordance with the provisions hereof, the Selected Superior Offer shall be the “**Successful Bid**” hereunder and the person(s) who made the Selected Superior Offer shall be the “**Successful Bidder**” hereunder.

(39) All Qualified Bids (other than the Successful Bid and any Credit Bids) shall be deemed rejected by Trident on and as of the date of approval of the Successful Bid by the Courts. Nothing herein or in the Auction Procedures shall be deemed to impair the rights of the Backstop Parties to terminate the Commitment Letter in accordance with its terms or effect the rights of the Backstop Parties to receive the Equity Put Fee upon consummation of an Alternate Transaction (as such term is defined in the Commitment Letter).

Approval Motion

(40) The joint hearing to authorize Trident’s entering into of agreements with respect to the Successful Bid and completing the transaction contemplated thereby (the “**Approval Motion**”) will be held on a date to be scheduled by the Courts upon application by Trident on or before June 9, 2010. The Approval Motion may be adjourned or rescheduled by Trident with the consent of the Monitor, the Required Lenders and the Backstop Parties (if the Backstop Parties are selected as having the Successful Bid), without further notice by an announcement of the adjourned date at the Approval Motion. All Qualified Bids (other than the Successful Bid and any Credit Bids) shall be deemed rejected on and as of the date of approval of the Successful Bid by the Courts. If the Successful Bid is not consummated on or before July 2, 2010, then Trident shall, and any other party in interest may, seek direction from the Courts in regard to the Solicitation Process, including an application by a Credit Bid Party seeking approval for the implementation of its Credit Bid or the Required Lenders seeking approval for the implementation of the Canadian Credit Bid, after notice and a hearing, subject to the respective rights of Trident and all parties in interest to be heard regarding such relief.

Deposits

(41) All Deposits shall be retained by the Monitor and invested in an interest bearing trust account. If there is a Successful Bid, the Deposit (plus accrued interest) paid by the Successful Bidder whose bid is approved at the Approval Motion shall be non-refundable and applied to the purchase price to be paid or investment amount to be made by the Successful Bidder upon closing of the approved transaction. The Deposits (plus applicable interest) of Qualified Bidders not selected as the Successful Bidder shall be returned to such bidders within five (5) Business Days of the date upon which the Successful Bid is approved by the Courts. If there is no Successful Bid, all Deposits shall be returned to the bidders within five (5) Business Days of the date upon which the SISP is terminated in accordance with these procedures.

(42) If an entity selected as the Successful Bidder breaches its obligations to close subsequent to the Auction, it shall forfeit the Deposit, provided however, that the forfeit of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Debtor has against such breaching entity.

Approvals

(43) For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA, the U.S. Bankruptcy Code or any other statute or are otherwise required at law in order to implement a Successful Bid.

No Amendment

(44) There shall be no amendments to this SISP, without the consent of the Monitor, the Required Lenders and the Backstop Parties (each of whose consent shall not be unreasonably withheld) or further order of the CCAA Court and the U.S. Bankruptcy Court.

Further Orders

(45) At any time during the SISP Process, Trident or the Monitor may, following consultation with the Financial Advisor apply to the Courts or either of them for advice and directions with respect to the discharge of their respective powers and duties hereunder following a joint hearing. For greater certainty, nothing herein provides any Qualified Bidder with any rights other than as expressly set forth herein and nothing herein shall modify the rights of the Backstop Parties under the Commitment Letter.

Schedule "1"

Address for Notices and Deliveries

To the Financial Advisor:

Rothschild Inc.
1251 Avenue of the Americas
51st Floor
New York, NY 10020

Attention: Neil Augustine
Email: neil.augustine@rothschild.com
william.shaw@rothschild.com

To the Monitor at:

FTI Consulting Canada ULC
Monitor of Trident
TD Waterhouse Tower
79 Wellington Street
Suite 2010
Toronto Ontario, M5K 1G8

Attention: Nigel Meakin
Email: Nigel.Meakin@fticonsulting.com

McCarthy Tetrault
Suite 3300, 421-7th Avenue SW
Calgary, Alberta
T2P 4K9

Attention: Sean F. Collins
Email: scollins@MCCARTHY.CA

To the Backstop Parties at:

Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193

Attention: David Feldman and Matt Williams
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mjwilliams@gibsondunn.com