

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

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In re:	: 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

**MOTION OF DEBTORS FOR ORDER UNDER 28 U.S.C.
§ 156(c), BANKRUPTCY RULE 2002(f), AND LOCAL
RULE 2002-1(f) APPROVING AGREEMENT WITH THE
GARDEN CITY GROUP, INC. AND APPOINTING THE
GARDEN CITY GROUP, INC. AS CLAIMS, NOTICING AND
BALLOTING AGENT, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (each a “Debtor” and collectively, the “Debtors”)¹ hereby file this Motion for Order Under 28 U.S.C. § 156(c), Bankruptcy Rule 2002(f), and Local Rule 2002-1(f) Approving Agreement with The Garden City Group, Inc. and Appointing The Garden City Group, Inc. as Claims, Noticing and Balloting Agent, Effective as of the Petition Date (the “Motion”). In connection with this Motion, the Debtors submit the affidavit of Jeffrey S. Stein (the “Stein Affidavit”), attached hereto as **Exhibit B**. In support of the Motion, the Debtors state as follows:

Jurisdiction

1. This Court has jurisdiction to hear the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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).

2. The statutory predicates for the relief sought herein are section 156(c) of title 28 of the United States Code (the “U.S. Code”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2002-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

Background

3. 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.

4. 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”), seeking relief from their creditors (collectively, the “Canadian Proceedings”).³

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.

³ FTI Consulting Canada ULC (the “Monitor”) has been appointed in the Canadian Proceedings as the court appointed 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 and seek an order of the Court granting foreign main recognition status to such entities, under Chapter 15 of the Bankruptcy Code.

Relief Requested

5. By this Motion, the Debtors seek entry of an order authorizing them to retain and employ The Garden City Group, Inc. ("GCG") as claims, noticing and balloting agent (the "Claims Agent"), effective as of the Petition Date to, among other tasks, (i) serve as the noticing agent to mail notices to the estates' creditors, equity security holders, and parties in interest, (ii) provide computerized claims, objection, soliciting, and balloting database services, and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Debtors' bankruptcy cases, pursuant to the provisions of the GCG Bankruptcy Administration Agreement (the "Administration Agreement"), attached hereto as **Exhibit C**.

Basis for Relief

6. Given the complexity of the Debtors' Chapter 11 Cases and the simultaneous proceedings in Canada, the Debtors respectfully submit that appointing GCG, an independent third party, to act as Claims Agent will provide the most effective and efficient means of, and relieve the Debtors and/or the Clerk's Office of the administrative burden of, noticing, administering claims, and soliciting and balloting votes. Moreover, the Debtors submit that the appointment of GCG as solicitation and balloting agent is important in connection with the solicitation and balloting of any plan of reorganization that may be filed in these Chapter 11 Cases.

A. GCG's Qualifications.

7. GCG is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting and other related services critical to the effective administration of chapter 11 cases. Indeed, GCG has

developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, GCG will work with the office of the Clerk of the Court (the “Clerk’s Office”) to ensure that such methodology conforms with all of the Court’s procedures, the Local Rules and the provisions of any orders entered by this Court.

8. As set forth in the Stein Affidavit, GCG has substantial experience in matters such as these Chapter 11 Cases and has acted as the Claims Agent in many large bankruptcy cases in this District and other districts nationwide. See, e.g., In re Lang Holdings, Inc., No. 09-12543 (KJC) (Bankr. D. Del. July 17, 2009); In re RathGibson, Inc., No. 09-12452 (CSS) (Bankr. D. Del. July 14, 2009); In re Proliance International, Inc., No. 09-12278 (CSS) (Bankr. D. Del. July 6, 2009); In re Pumpkin Patch LLC, No. 09-12200 (BLS) (Bankr. D. Del. June 30, 2009); In re R.H. Donnelley Corporation, No. 09-11833 KG) (Bankr. D. Del. June 1, 2009); In re Hayes Lemmerz International, Inc., No. 09-11655 (MFW) (Bankr. D. Del. May 18, 2009); In re White Energy, Inc., No. 09-11601 (CSS) (Bankr. D. Del. May 12, 2009); In re Aventine Renewable Energy Holdings, Inc., No. 09-11214 (KG) (Bankr. D. Del. April 9, 2009); In re Forward Foods, LLC, No. 09-10545 (KJC) (Bankr. D. Del. Feb. 18, 2009); In re Nailite International, Inc., No. 09-10526 (MFW) (Bankr. D. Del. Feb 27, 2009); In re Foothills Texas, Inc., No. 09-10452 (CSS) (Bankr. D. Del. Feb 12, 2009); In re Jancor Companies, Inc., No. 08-12556 (MFW) (Bankr. D. Del. Nov. 3, 2009); In re Comfort Co., Inc., No. 08-12305 (MFW) (Bankr. D. Del. Oct. 21, 2008); In re VI Acquisition Corp., No. 08-10623 (KG) (Bankr. D. Del. May 29, 2008); In re DG Liquidation Corp., No. 08-10601 (CSS) (Bankr. D. Del. April 2, 2008); In re KCMVNO, Inc., No. 08-10600 (BLS) (Bankr. D. Del. July 17, 2008); In re Supplements LT

Inc., No. 08-10446 (KJC) (Bankr. D. Del. March 12, 2008); In re ProRhythm, Inc., No. 07-11861 (KJC) (Bankr. D. Del. March 11, 2008); In re S-Tran Holdings, Inc., No. 05-11391 (RB) (Bankr. D. Del. June 14, 2005); In re Flintkote Company, No. 04-11300 (JKF) (Bankr. D. Del. May 5, 2004); In re Factory 2-U Stores, Inc., No. 04-10111 (PJW) (Bankr. D. Del. Feb. 5, 2004); In re Magnatrax Corporation, No. 03-11402 (PJW) (Bankr. D. Del. May 30, 2003); In re HQ Global Holdings, Inc., et al., No. 02-10760 (MFW) (Bankr. D. Del. March 14, 2002); In re ACandS, Inc., No. 02-12687 (RJN) (Bankr. D. Del. Oct. 28, 2002); In re Federal-Mogul Global, Inc., No. 01-10578 (JKF) (Bankr. D. Del. May 29, 2002); In re Agape World, Inc., No. 09-70660 (DTE) (Bankr. E.D.N.Y. March 11, 2009); In re Zurich Depository Corp., No. 07-71352 (JBR) (Bankr. E.D.N.Y. June 20, 2007); In re Copperfield Investment, LLC, No. 07-71327 (JBR) (Bankr. E.D.N.Y. Aug. 20, 2007); In re The Brunswick Hospital Center, Inc., No. 07-40290 (CEC) (Bankr. E.D.N.Y. Oct. 31, 2005); In re Photocircuits Corporation, No. 05-89022 (SB) (Bankr. E.D.N.Y. Oct. 28, 2005); In re MetroTec Communications, Inc., No. 05-20953 (DEM) (Bankr. E.D.N.Y. Aug. 11, 2005); In re Allou Distributors Inc., et al., No. 03-82321 (ESS) (Bankr. E.D.N.Y. May 29, 2003); In re CyberRebate.com, Inc., No. 01-16534 (CEC) (Bankr. E.D.N.Y. Feb. 22, 2002).

B. Services To Be Provided.

9. Specifically, the Debtors propose to retain GCG on the terms and conditions set forth in the Administration Agreement. Under the Administration Agreement, GCG will perform the following services, as the Claims Agent, at the request of the Debtors or the Clerk's Office:

- a. Establish and maintain the creditor matrix.
- b. Prepare and serve required notices in these Chapter 11 Cases, including, but not limited to:

- (i) A notice of commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - (ii) A notice of the claims bar date;
 - (iii) Notices of objections to claims;
 - (iv) Notices of any hearings on a disclosure statement and confirmation of a plan of reorganization;
 - ((v) Notice of hearing on motions filed by United States Trustee;
 - (vi) Notice of transfer of claim;
 - (vii) Such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases; and
 - (viii) Assist in the publication of required notices, as necessary;
- c. Within five (5) business days after the service of a particular notice, prepare for filing with the Clerk's Office an affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses or fax numbers, and (iii) the date and manner of service.
- d. Assist the Debtors in preparing and filing their Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs.
- e. Provide the filing location for all proofs of claim and proofs of interest, at its office located at: The Garden City Group, Inc., 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017; and receive and maintain copies of all proofs of claim and proofs of interest filed in these cases.
- f. Maintain official claims registers in these cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
- (i) The name and address of the claimant or interest holder and any agent thereof if the proof of claim or proof of interest was filed by an agent;

- (ii) The date the proof of claim or proof of interest was received by GCG and/or the Court;
 - (iii) The claim number assigned to the proof of claim or proof of interest; and
 - (iv) The asserted amount and classification of the claim
 - (v) GCG will maintain a claims register for the debtors in these jointly administered cases (which will note the debtor against whom the claim is being filed against). As required by Local Rule 2002-1(f), GCG will record all transfers of claims and make changes to the creditor matrix after the objection period has expired. GCG will also record any order entered by the Court which may affect the claim by making a notation on the claims register and monitor the Court's docket for any claims related pleading filed and make necessary notations on the claims register.
- g. Implement necessary security measures to ensure the completeness and integrity of the claims registers.
 - h. Maintain an updated claims register on the designated case website, www.TridentRestructuring.com and transmit to the Clerk's Office a copy of the updated claims register pursuant to Local Rule 2002-1(f)(vi), in alphabetical and numerical order, on a quarterly basis, unless requested by the Clerk's Office on a more or less frequent basis.
 - i. File a quarterly updated claims register or certificate of No Claims Activity if there has been no claims activity in that quarter.
 - j. Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available to the Clerk's Office or any party in interest upon request.
 - k. Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in these cases without charge during regular business hours.
 - l. Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and give notice of such transfers as required by Bankruptcy Rule 3001(e).
 - m. Assist the Debtors in the reconciliation and resolution of claims.
 - n. Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders, and other requirements.
 - o. Assign temporary employees to process claims, as necessary.

- p. Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- q. Provide balloting, and solicitation services, including preparing ballots, producing personalized ballots, and tabulating creditor ballots on a daily basis.
- r. Provide such other claims processing, noticing, soliciting, balloting, and administrative services as may be requested from time to time by the Debtors.

10. In addition to the foregoing services, GCG will provide such other noticing, claims processing, balloting and related administrative services as the Debtors or Clerk's Office may request from time to time. The Administration Agreement also contains standard indemnification language with respect to GCG's services. Accordingly, as part of this Motion, the Debtors request that the Court approve the indemnification provisions as set forth therein.

C. Professional Compensation.

11. The fees to be charged by GCG in connection with these Chapter 11 Cases are set forth in the Administration Agreement. The Debtors respectfully submit that GCG's rates for its services in connection with the notice, claims processing and balloting services are competitive and comparable to the rates charged by their competitors for similar services.

12. Furthermore, the Debtors respectfully submit that the fees and expenses incurred by GCG are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Debtors request authorization to compensate GCG on a monthly basis, in accordance with the terms and conditions set forth in the Administration Agreement, upon GCG's submission to the Debtors of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by GCG to the Debtors. If any dispute arises between GCG and the Debtors with respect to fees and expenses, such dispute shall be presented to the Court for resolution.

D. GCG's Disinterestedness.

13. Although the Debtors do not propose to retain GCG under section 327⁴ of the Bankruptcy Code, GCG has nonetheless conducted a conflicts analysis and, to the best of its knowledge and except to the extent disclosed in the Stein Affidavit, GCG neither holds nor represents an interest adverse to the Debtors' estates nor has a connection to the Debtors, their creditors or their related parties. Should GCG discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, GCG will use reasonable efforts to file promptly a supplemental declaration.

E. The Retention of GCG Is Authorized by Section 156(c).

14. Section 156(c) of the U.S. Code, which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than the Clerk's Office for administration of bankruptcy cases:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

15. In addition, Local Rule 2002-1(f) provides, in relevant part, as follows:

Notice and Claims Clerk. Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c)... The notice and/or claims clerk may be retained to do any or all of the following: (i) prepare and serve all notices required in the case; (ii) maintain copies of all proofs

⁴ As an administrative agent and an adjunct to the Court, the Debtors do not believe that GCG is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code or whose compensation is subject to approval of the Court under sections 330 and 331 of the Bankruptcy Code.

of claim and proofs of interest filed in the case; (iii) maintain the official claims register; (iv) maintain an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or interest and/or requests for notices in the case; (v) assist the debtors with the reconciliation and resolution of claims; and (vi) mail and tabulate ballots for purposes of voting in chapter 11 cases. Within five (5) days of the mailing of any notice, the notice/claims clerk shall file with the Court such notice, along with an affidavit of service.

Del. Bankr. L.R. 2002-1(f).

16. Accordingly, section 156(c) of the U.S. Code and Local Rule 2002-1(f) empower the Court to utilize outside agents and facilities for notice, claims and solicitation purposes, provided the Debtors' estates pay the cost of such services. Moreover, the appointment of GCG as the notice, claims and balloting agent in these Chapter 11 Cases will greatly benefit the Debtors in the efficient administration of their estates. Additionally, the employment of GCG as solicitation and balloting agent is important in connection with any plan of reorganization that may be proposed in these Chapter 11 cases. Therefore, for all of the foregoing reasons, the Debtors believe that the retention of GCG as the Claims Agent in these Chapter 11 Cases is in the best interests of the Debtors, their estates and creditors.

17. Consistent with Bankruptcy Rule 6003(b), immediate entry of an order approving the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

Notice

18. 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 Previous Request

19. No previous request for the relief sought in this Motion has been made by the Debtors to this or any other court.

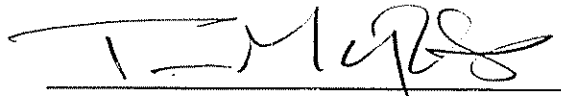
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Conclusion

WHEREFORE, for the reasons set forth herein and in the Stein Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the Debtors to employ and retain GCG as claims, noticing and balloting agent, effective as of the Petition Date, in connection with these Chapter 11 Cases, (b) approving the terms of the Administration Agreement, and (c) granting such other and further relief as appropriate.

Dated: September 17, 2009
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Travis A. McRoberts (No. 5274)
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and

AKIN GUMP STRAUSS HAUER & FELD LLP
Ira S. Dizengoff, admitted *pro hac vice*
Ryan C. Jacobs, admitted *pro hac vice*
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PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

**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 MOTION AND HEARING

PLEASE TAKE NOTICE that, on September 17, 2009, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed the **Motion of Debtors for Order Under 28 U.S.C. § 156(c), Bankruptcy Rule 2002(f), and Local Rule 2002-1(f) Approving Agreement with the Garden City Group, Inc. and Appointing the Garden City Group, Inc. as Claims, Noticing and Balloting Agent, Effective as of the Petition Date** (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

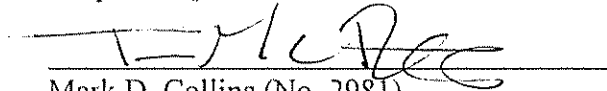
PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, filed with the Clerk of the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned proposed counsel for the Debtors on or before **September 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 Motion 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 MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION 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)
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PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A

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

-----X
In re: : Chapter 11
: :
TRIDENT RESOURCES CORP., et al., : Case No. 09-13150 (MFW)
: :
: :
Debtors. : (Jointly Administered)
-----X

**ORDER UNDER 28 U.S.C. § 156(c), BANKRUPTCY RULE 2002(f),
AND LOCAL RULE 2002-1(f) APPROVING AGREEMENT WITH
GARDEN CITY GROUP, INC. AND APPOINTING GARDEN CITY
GROUP, INC. AS CLAIMS, NOTICING AND BALLOTING AGENT,
EFFECTIVE AS OF THE PETITION DATE**

Upon the Motion of Debtors¹ for Entry of an Order under 28 U.S.C. § 156(c), Bankruptcy Rule 2002(f), and Local Rule 2002-1(f), Authorizing Agreement with Garden City Group, Inc. and Appointing Garden City Group, Inc. as Claims, Noticing and Balloting Agent, Effective as of the Petition Date (the "Motion");² and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the Affidavit of Jeffrey S. Stein, Vice President of GCG, in support thereof attached to the Motion as **Exhibit B** (the "Stein Declaration"); and the Court being satisfied based on the representations made in the Motion and the Stein Affidavit that GCG neither holds nor represents an interest adverse to the

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).

² All capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Debtors' estates nor has a connection to the Debtors, their creditors or their related parties that would preclude their employment by the Debtors in these Chapter 11 Cases; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and due and proper notice of this Motion having been provided; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized to enter into the Administration Agreement.
3. The fees and expenses of GCG incurred in performing the services described in the Agreement shall be treated as administrative expenses of the Debtors' chapter 11 estates and be paid by the Debtors in the ordinary course of business; that GCG shall not be required to file fee applications with this Court pursuant to sections 330 and 331 of the Bankruptcy Code on account of services provided by GCG under the Agreement; provided, however, that GCG shall provide copies of invoices delivered to the Debtors to the Office of the U.S. Trustee and any official committee appointed in these Chapter 11 Cases; and that any dispute between GCG and the aforementioned parties with respect to fees and expenses shall be presented to the Court for resolution.
4. GCG shall not be released from its obligations as claims agent absent subsequent order of the court after notice has been given.
5. The Debtors, their officers, employees and agents, are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.
6. This Court shall retain jurisdiction over all matters arising from or related to the

interpretation and implementation of this Order.

7. Bankruptcy Rule 6003(b) has been satisfied because of the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

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

Dated: October _____, 2009
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

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

In re) Chapter 11
)
TRIDENT RESOURCES CORPORATION,)
et al.¹) Case No. 09-13150 (MFW)
)
Debtors.) (Jointly Administered)

**AFFIDAVIT OF JEFFREY S. STEIN IN SUPPORT OF THE
MOTION OF DEBTORS FOR ORDER UNDER 28 U.S.C. § 156(C),
BANKRUPTCY RULE 2002(F), AND LOCAL RULE 2002-1(F) APPROVING
AGREEMENT WITH THE GARDEN CITY GROUP, INC. AND APPOINTING THE
GARDEN CITY GROUP, INC. AS CLAIMS, NOTICING AND BALLOTING AGENT**

Jeffrey S. Stein, being duly sworn, deposes and says:

1. I am a Vice President of The Garden City Group, Inc. ("GCG"), and I am authorized to make and submit this affidavit on behalf of GCG. This affidavit is submitted in support of the motion (the "Motion") of Trident Resources Corp., NexGen Energy Canada, Inc., Trident CBM Corp., Trident USA Corp., and Aurora Energy LLC, debtors and debtors in possession (collectively, the "Debtors"), for authorization to retain GCG as official noticing, claims and balloting agent ("Claims Agent") for the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to 28 U.S.C. § 156(c) and to approve the assumption of a related agreement. The statements contained herein are based upon personal knowledge and where relevant, are also made as a result of an internal conflict search conducted by GCG against the

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).

parties on a list provided by Debtors' proposed lead bankruptcy counsel, Akin Gump Strauss Hauer & Feld LLP ("Akin Gump") which comprised of (i) the Debtors and their subsidiaries, (ii) prior and current officers and directors, (iii) lenders, (iv) insurance carriers, (v) parties to leases, (vi) shareholders, (vii) banks, (viii) equity security holders, (ix) vendors, and (x) proposed professionals.

2. GCG is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting and distribution. GCG is well qualified to provide experienced noticing, claims and balloting services in connection with these Chapter 11 Cases. Among the large chapter 11 cases in which GCG is or was retained as noticing, claims and/or balloting agent to debtors are: In re CommerceConnect Media Holdings, Inc., case no. 09-12765 (BLS), In re Stant Parent Corp., case no. 09-12647(BLS), In re Lang Holdings, Inc., case no. 09-12543 (KJC), In re RathGibson, Inc., case no. 09-12452 (CSS), In re Pumpkin Patch LLC, case no. 09-12200 (BLS), In re Proliance International, Inc., case no. 09-12278 (CSS), In re MIG, Inc., case no. 09-12118 (KG), In re Building Materials Holding Corporation, case no. 09-12074 (KJC), In re R.H. Donnelley Corporation, case no. 09-11833 (KG), In re White Energy, Inc., case no. 09-11601 (CSS), In re Aventine Renewable Energy Holdings, Inc., case no. 09-11214 (KG), In re Forward Foods, LLC, case no. 09-10545 (KJC), In re Nailite International, Inc., case no. 09-10526 (MFW), In re Foothills Texas, Inc., case no. 09-10452 (CSS), In re Jancor Companies Inc., case no. 08-12556 (MFW), In re Comfort Co., Inc., case no. 08-12305 (MFW), In re VI Acquisition Corp., case no. 08-10623 (KG), In re DG Liquidation Corp., case no. 08-10601 (CSS), In re KCMVNO, Inc., case no. 08-10600 (BLS), In re Supplements LT Inc., case no. 08-10446 (KJC), In re ProRhythm, Inc., case no. 07-11861 (KJC), In re S-Tran Holdings, Inc., case no. 05-11391 (RB), In re Flintkote Company, case no. 04-11300 (JKF), In re Magnatrax Corporation,

case no. 03-11402 (PJW), In re HQ Global Holdings, Inc., et al., case no. 02-10760 (MFW), In re ACandS, Inc., case no. 02-12687 (RJN) and In re Federal-Mogul Global, Inc., case no. 01-10578 (JKF), which were filed in the District of Delaware; In re Motors Liquidation Company, case no. 09-50026 (REG), In re Chiyoda America, Inc., case no. 09-15059 (AJG), In re DBSD North America, Inc., case no 09-13061 (REG), In re BearingPoint, Inc., case no. 09-10691 (REG), In re Fortunoff Holdings, LLC, case no. 09-10497 (RDD), In re Star Tribune Holdings Corporation, case no. 09-10244 (RDD), In re Lenox Sales, Inc., case no. 08-14679 (ALG), In re IHP Corp., case no. 08-11181 (AJG), In re Interep Radio Sales, Inc., case no. 08-11079 (RDD), In re Alper Holdings USA, Inc., case no. 07-12148 (BRL), In re Our Lady of Mercy Medical Center, case no. 07-10609 (REG), In re The New York Racing Association Inc., case no. 06-12618 (JMP), In re Saltire Industrial, Inc., case no. 04-15389 (BRL), In re Sure Fit, Inc., case no. 04-11495 (BRL) and In re General Media, Inc., case no. 03-15078 (SMB), which were filed in the Southern District of New York; In re Commercial Mortgage & Finance Co., case no. 08-73242 (MB), In re Gateway HomeCare, Inc., case no. 03-17457 (JPC) and In re Printers Row, LLC, case no. 08-17301 (ERW), which were filed in the Northern District of Illinois; In re Agape World, Inc., case no. 09-70660 (DTE), In re Zurich Depository Corp., case no. 07-71352 (JBR), In re Copperfield Investment, LLC, case no. 07-71327 (JBR), In re The Brunswick Hospital Center, Inc., case no. 07-40290 (CEC), In re Photocircuits Corporation, case no. 05-89022 (SB), In re MetroTec Communications, Inc., case no. 05-20953 (DEM), In re Allou Distributors Inc., et al., case no. 03-82321 (ESS) and In re CyberRebate.com, Inc., case no. 01-16534 (CEC), which were filed in the Eastern District of New York; In re TCI 2 Holdings, LLC, case no. 09-13654 (JHW), In re Foxtons, Inc., et al., case no. 07-24496 (MBK), In re NJ Affordable Homes Corp., case no. 05-60442 (DHS), In re NorVergence, Inc., case no. 04-32079 (RG), In re Omne Staffing Inc., case

no. 04-22316 (RG), In re Muralo Company, Inc., case no. 03-26723 (MS) and In re AremisSoft, case no. 02-32621 (RG), which were filed in the District of New Jersey; In re Philadelphia Newspapers, LLC, Case No. 09-11204 (JKF), which was filed in the Eastern District of Pennsylvania; In re Oscient Pharmaceuticals Corporation, case no. 09-16576 (HJB), which was filed in the District of Massachusetts; In re O'Sullivan Industries, Inc., case no. 05-83049 (CRM) and In re Galey & Lord, Inc., et al., case no. 04-43098 (MGD), which were filed in the Northern District of Georgia; In re SENCORP, case no. 09-12869 (JVA) and In re United Producers, Inc., case no. 05-55272 (CMC), which were filed in the Southern District of Ohio; In re The Boyds Collection, Ltd., case no. 05-43793 (DWK), which was filed in the District of Maryland; In re The Oceanaire Texas Restaurant Company, L.P., case no. 09-34262 (BJH) and In re Romacorp, Inc., case no. 05-86818 (BJH), which were filed in the Northern District of Texas; In re Crescent Resources LLC, case no. 09-11507 (CAG), which was filed in the Western District of Texas; In re Mercury Companies, Inc., case no. 08-23125 (MER), which was filed in the District of Colorado; and In re Hawaiian Airlines, Inc., case no. 03-00817 (RJF), which was filed in the District of Hawaii.

3. The Debtors selected GCG to serve as the Claims Agent for the Debtors' estates, as set forth in more detail in the Motion filed contemporaneously herewith. To the best of my knowledge, neither GCG, nor any of its professional personnel, have any relationship with the Debtors that would impair GCG's ability to serve as Claims Agent. GCG does have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to these Chapter 11 Cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and

dissemination of legal notice and other administrative functions in class actions. GCG has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Chapter 11 Cases. I have been advised that Angela Ferrante, a Director at GCG, is an attorney formerly associated with Akin Gump. Ms. Ferrante was employed by Akin Gump from May 2003 through December 2006. I have also been advised that while employed at Akin Gump, Ms. Ferrante did not work on any matters involving the Debtors. In fact, Ms. Ferrante was no longer employed by Akin Gump when these Chapter 11 Cases were filed. I have also been advised that Patrick M. Leathem, a Bankruptcy Consultant at GCG, is an attorney formerly associated with the Debtors' proposed co-counsel Richards, Layton & Finger, P.A. ("Richards Layton") from January 2001 through September 2003. I have also been advised that while employed at Richards Layton, Mr. Leathem did not work on any matters involving the Debtors. In fact, Mr. Leathem was no longer employed by Richards Layton when these Chapter 11 Cases were filed. I have been advised that one of Debtors' insurance carriers is Chubb Insurance Co. of Canada. I have also been advised that GCG has certain insurance policies in place with the Chubb Group of Insurance Companies doing business in the United States. Such relationship is in the ordinary course of GCG's business in connection with matters completely unrelated to these Chapter 11 Cases. In addition, GCG personnel may have relationships with some of the Debtors' creditors; however, such relationships are of a personal, financial nature and completely unrelated to these Chapter 11 Cases. GCG has and will continue to represent clients in matters unrelated to these Chapter 11 Cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these Chapter 11 Cases.

4. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtors in these Chapter 11 Cases. I have also been advised that KPMG LLP ("KPMG") is one of the Debtors' vendors. More than fifteen years ago, certain employees of GCG worked with a practice group at KPMG, which was spun off in 1994 and renamed GCG. From time to time, GCG retains KPMG to provide tax consulting advice in connection with its settlement administrative and related work, which is completely unrelated to these Chapter 11 Cases.

5. GCG is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests 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.

6. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 Cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases. GCG may, however, provide professional services to entities or persons that may be creditors or parties

in interest in these Chapter 11 Cases, which services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

7. GCG represents, among other things, that:

(a) It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims Agent;

(b) By accepting employment in these Chapter 11 Cases, GCG waives any right to receive compensation from the United States government;

(c) In its capacity as Claims Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and

(d) GCG will not employ any past or present employees of the Debtors in connection with its work as Claims Agent.


8. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered in connection with these Chapter 11 Cases pursuant to the Bankruptcy Administration Agreement by and between the Debtors and GCG, a true and correct copy of which is attached to the Motion as **Exhibit C**. Payments are to be based upon the submission to the Debtors by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month. GCG has received a \$75,000.00 retainer from the Debtors and will apply same first against all pre-petition fees and expenses and then against the first bill for fees and expenses that GCG will render in these Chapter 11 Cases.

9. GCG will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).



Jeffrey S. Stein
Vice President, The Garden City Group, Inc.

Sworn and subscribed to
before me this 16 day
of September, 2009



Notary Public

NANCY FORMICA
Notary Public, State of New York
No. 01FO4933172
Qualified In Queens County
My commission expires August 8, 2010

EXHIBIT C



The Garden City Group, Inc.

BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of September 1, 2009, is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and Trident Resources Corp. and its affiliates and subsidiaries (the "Client").

The Client desires to retain the Company to perform certain noticing, claims processing and balloting administration services for the Client in its Chapter 11 case anticipated to be filed in the United States Bankruptcy Court for the District of Delaware, (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Client. Such services are hereinafter referred to as "Services." The Client agrees and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Client agrees to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Client (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Clients agree to pay the Company a retainer of \$75,000, to be applied first against the pre-petition fees and expenses incurred by the Client in connection with Services rendered by the Company and then against the first bill that will be rendered by the Company to the Client for the post-petition fees and expenses incurred by the Client in connection with Services rendered by the Company.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Client shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's monthly invoice to the Client and counsel to the Client and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Client for its fees and expenses on a monthly basis, and the Client shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print

notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Client. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Client to its employees, and the Client will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Client. Nothing in this Agreement requires the Client to use the Company for any future work relating to the Services, and, in the event the Client decides to use another party for such future work, the Company agrees to cooperate fully with the Client to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Client is responsible for the accuracy of all programs, data and other information it submits to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Client and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Client. All Schedules and Statements filed on behalf of, or by, the Client is reviewed and ultimately approved by the Client, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Client and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Client (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should

recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Client acknowledges that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Client agrees to use its best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client understands that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. The Client hereby indemnifies and holds harmless the Company and its directors, officers, employees, affiliates and agents against any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses") incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by the Client, its employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by the Client; or (c) any erroneous instructions or information provided to the Company by the Client for use in providing the Services. Notwithstanding any provision in the Application or the Agreement to the contrary, the Client has no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by the Order. If, before the earlier of (a) the entry of an order confirming a Chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (b) the entry of an order closing this Chapter 11 case, the Company believes that it is entitled to the payment of any amounts by the Client on account of the Client's indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by the Order), including without limitation the advancement of defense costs, the

Company must file an application therefore in the Bankruptcy Court, and the Client may not pay any such amounts to the Company before the entry of an order approving the payment.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, President; and if to the Client, to Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attention: Ryan Jacobs, Esq.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

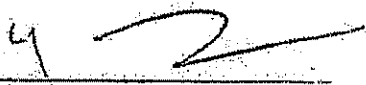
12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

13. Assignment. This Agreement and the rights and obligations of the Company and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.


14. **General.** This Agreement supersedes and replaces any existing agreement entered into by the Company and the Client relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Client. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above:

TRIDENT RESOURCES CORP.,
on its own and on behalf of its affiliates and
subsidiaries

By: 
Name: Eugene I. Davis
Title: Chairman of the Board

THE GARDEN CITY GROUP, INC.

By: 
Name: Karen Shier
Title: EVP - GC