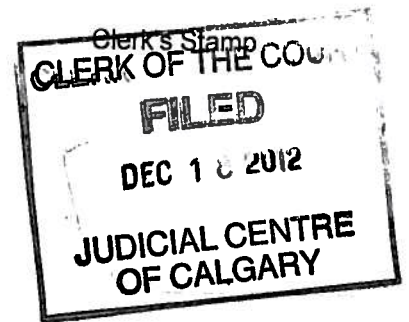


COURT FILE NUMBER 120116124
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) NATIONAL BANK OF CANADA
DEFENDANT(S) SOLARA EXPLORATION LTD.
DOCUMENT STATEMENT OF CLAIM
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Norton Rose Canada LLP
3700 Devon Tower
400 Third Avenue SW
Calgary, Alberta T2P 4H2
Phone: 403-267-8222
Fax: 403-264-5973
Attention: Howard A. Gorman
File No. 01124572-0578



NOTICE TO DEFENDANT(S):

You are being sued. You are the defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

I. PARTIES

1. The Plaintiff, National Bank of Canada (the "Bank") is a Canadian Bank with branch offices in Calgary, Alberta.
2. The Defendant, Solara Exploration Ltd., is an Alberta registered company with its registered and business office located in Calgary, Alberta.

II. THE LOAN INDEBTEDNESS

3. The Bank, as lender, has provided various loans to the Debtor through a series of loan agreements as amended and restated from time to time (the "Loan Agreements").
4. In accordance with the terms of the Loan Agreements, the Bank advanced loans to the Debtor from time to time.
5. Pursuant to various amendments in the Loan Agreements, the Bank has provided numerous accommodations requested by the Debtor, but the Debtor is in default.

6. The Debtor agreed to repay the principal and interest advanced to it at such times and on such terms with such interest and costs as set out under the terms of the Loan Agreements and related security.
7. The Debtor is in default under the terms of the Loan Agreements.
8. As at December 4, 2012, the total indebtedness outstanding was in excess of \$15,520,078.03 plus associated interest, costs and disbursements with additional interest and other charges accruing thereon at the rates and on the terms established by the Loan Agreements.
9. The indebtedness under the Loan Agreements has become due, and the Bank demanded repayment on December 4, 2012.

III. SECURITY

10. As security for the amounts advanced by the Bank pursuant to the Loan Agreements, the Debtor granted various security to the Bank. The various security includes:
 - (i) Demand Debenture,
 - (ii) First Supplemental Debenture,
 - (iii) Second Supplemental Debenture,
 - (iv) General Assignment of Book Debts,
 - (v) Pledge Agreement, and
 - (vi) Negative Pledge and Undertaking.(collectively the "**Security**").

IV. DEMAND FOR REPAYMENT

11. It is an express term of the Loan Agreements that the Debtor's indebtedness owing to the Bank was payable the earlier of November 30, 2012 or upon demand.
12. On December 4, 2012, the Bank's counsel delivered to the Debtor, a demand pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the "Demand").
13. Since the giving of the Demand and Notice, no payout nor payment has been received by the Bank.

V. CONCLUSION

14. Romspen proposes that the trial of this action be held at the Court Centre, in the City of Calgary, in the Province of Alberta and estimates that the time for trial of this action will be less than 25 days.

WHEREFORE the Plaintiff, National Bank of Canada, claims as against the Debtor:

- (a) a declaration as to the amounts owing to the Bank by the Debtor and judgment in the amount found to be owing;
- (b) a declaration that the Security held by the Bank is valid and enforceable;
- (c) the appointment of an Interim Receiver and a Receiver and Manager or, alternatively, the appointment of a Receiver over all of the assets of the Debtor;
- (d) interest in accordance with the terms of the Loan Agreements and related Security or, alternatively, pursuant to the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-8;
- (e) costs on a solicitor and his own client basis in accordance with the terms of the Loan Agreements and related Security, or, alternately, costs;
- (f) to the extent necessary, abridging the time for the commencement of these proceedings and applications herein under Section 244(1) of the BIA;
- (g) such further and other relief as this Honourable Court may deem appropriate.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta
1 month if you are served outside Alberta but in Canada
2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.