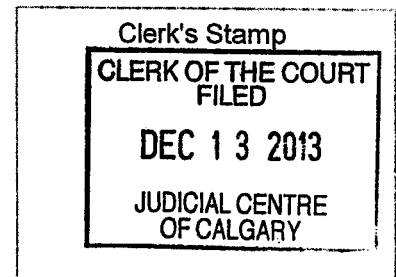


COURT FILE NUMBER 1301- 14743
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CENTURY SERVICES LP, BY ITS
GENERAL PARTNER, CENTURY
SERVICES INC.
DEFENDANT ATIKWA RESOURCES INC.
DOCUMENT STATEMENT OF CLAIM



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Norton Rose Fulbright Canada LLP
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Calgary, Alberta T2P 4H2
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Attention: Kyle D. Kashuba
kyle.kashuba@nortonrosefulbright.com

File No. 01132998-0003

NOTICE TO DEFENDANT(S):

You are being sued. You are a 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, Century Services LP, by its general partner, Century Services Inc. ("**Century**"), is a bridge lender with offices throughout North America including a head office in the City of Calgary, in the Province of Alberta.
2. The Defendant, Atikwa Resources Inc. ("**Atikwa**"), is a corporation duly registered to carry on business in the Province of Alberta.

II. LOAN INDEBTEDNESS

3. Century, as lender, provided various loans to Atikwa since approximately February, 2012 through a series of loan agreements originating with a Loan Agreement dated February 28, 2012, as renewed, revised and amended from time to time including by way of a

First Amending Agreement dated March 13, 2013 (collectively, the "**Loan Agreements**"). Under the terms of the Loan Agreements, Century agreed to provide Atikwa with various credit facilities all on the terms set out in the Loan Agreements and all related and amending documents.

4. In accordance with the terms of the Loan Agreements, Century advanced various loans to Atikwa from time to time.
5. Atikwa agreed to repay the principal and interest advanced from time to time by Century 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 (as that term is defined below).
6. As at December 12, 2013, the total indebtedness owing by Atikwa to Century was approximately \$2,399,876.79 in principal, plus \$11,848.01 in interest, plus associated costs, fees and disbursements with additional interest and other charges accrued and accruing thereon at the rates and on the terms established by the Loan Agreements (the "**Indebtedness**").
7. Atikwa failed to make punctual payments in accordance with the terms of the Loan Agreements and, accordingly, for this and for other reasons, Atikwa is in default of the Loan Agreements.

III. GRANTING OF SECURITY

8. As security for amounts advanced pursuant to the Loan Agreements, Atikwa granted various security to Century, including a Demand Debenture dated February 28, 2012, a Demand Pledge dated February 28, 2012, a Negative Pledge and Undertaking dated February 28, 2012 and a Environmental Certificate and Indemnity dated February 28, 2012, all granted by Atikwa in favour of Century (collectively, the "**Security**").
9. It is an express term of the Loan Agreements and the Security that the Indebtedness owing to Century was repayable on demand or upon the occurrence of a default by Atikwa.
10. By the terms of the Loan Agreements and the Security, in the event of a default by Atikwa in the payment to Century of any of the monies secured thereby, Century is entitled to exercise various remedies, one of which is the appointment of a receiver and manager.

IV. DEMAND FOR REPAYMENT

11. Atikwa failed to make punctual payments in accordance with the terms of the Loan Agreements and, for this and for other reasons, Atikwa is in default of the Loan Agreements and Security.
12. On December 2, 2013, Century through its legal counsel delivered to Atikwa a demand (the "**Demand**") and Notice of Intention to Enforce Security (the "**Notice**") pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**").
13. Since issuing the Demand and Notice under the BIA, no payout nor payment has been received by Century on account of the Indebtedness.

V. Procedural Issues

14. It is submitted that Century's claim raises no triable issues and any defence would be without merit. Accordingly, no trial will be necessary and in the event a defence is provided Century will request an order for summary judgment.
15. In the event that a trial is ordered necessary, Century proposes that the trial of this action be held at the Courts Centre, in the City of Calgary, in the Province of Alberta.

VI. Remedy Sought

16. Century seeks the following remedies against Atikwa:
 - (a) a declaration that Atikwa is in default of the Loan Agreements, the Security, and its payment of the Indebtedness to Century;
 - (b) a declaration as to the amounts owing to Century by Atikwa and judgment in the amount found to be owing;
 - (c) a declaration that the Security held by Century as against Atikwa has become enforceable and that the Security constitutes valid and enforceable security in accordance with the terms thereof;
 - (d) an order for the appointment of a receiver and manager or, alternatively, the appointment of a receiver over all of the assets, undertakings and property of Atikwa or such assets, undertakings and/or property as Century may direct and deem appropriate from time to time;
 - (e) interest in accordance with the terms of the Loan Agreements and the Security, or, alternatively, pursuant to the provisions of the *Judgment Interest Act*, RSA 2000, c J-8;
 - (f) costs on a solicitor and his own client basis in accordance with the terms of the Loan Agreements and Security, or, alternately, costs; and
 - (g) such further and other relief as this Honourable Court may deem just and 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 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.