

THIS IS EXHIBIT "N"

Referred to in the Affidavit of Don Umbach

Sworn before me this 6th Day of December, 2013

A handwritten signature in blue ink, appearing to read "David LeGeyt", is written over a horizontal line.

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

David LeGeyt
Barrister & Solicitor

November 26, 2013

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 Canada

**By Courier
and be email: don.umbach@alstonenergy.ca**

F: +1 403.264.5973
nortonrosefulbright.com

Alston Energy Inc.
1500, 850 - 2nd Street SW
Calgary, AB T2P 0R8

Howard A. Gorman
+1 403.267.8144
howard.gorman@nortonrosefulbright.com

Alston Energy Inc.
1400, 606 - 4th Street SW
Calgary, AB T2P 1T1

Our reference
01108544-0023

Alston Energy Inc.
1100, 744 - 4th Avenue SW
Calgary, AB T2P 3T4

Dear Sirs/Mesdames:

Second Wave Petroleum Inc. (the "Lender") indebtedness owing by Alston Energy Inc. (the "Borrower")

Our offices are the solicitors who act on behalf of the Lender in connection with the amounts owed to it pursuant to various loans and advances made to the Borrower (through its predecessor, CanRock Energy Corp.) by the Lender commencing with a Secured Loan Agreement dated February 24, 2011, including, and as secured by, the following:

- Amendment Agreement and Addendum between the Lender and Borrower, dated July 10, 2012;
- Promissory Note from the Borrower in favour of the Lender, dated February 24, 2011;
- Postponement and Subordination Agreement between the Lender, the Borrower, QMAC Ventures Inc. and PetroSands Resources (Canada) Inc. and Alberta Treasury Branches, dated February 24, 2011;
- Postponement and Subordination Agreement between the Lender, the Borrower and Alberta Treasury Branches, dated July 17, 2012;
- Debenture granted by the Borrower in favour of the Lender, dated February 24, 2011;
- Pledge granted by the Borrower in favour of the Lender, dated February 24, 2011; and
- further and other security.

The Lender takes the position that the Borrower is in default of its obligations pursuant to the above agreements for, among other things, failing to make payments when due.

The amount outstanding and owing to the Lender inclusive of interest as at November 30, 2013, will be approximately \$1,170,898.29 plus costs, disbursements and per diem interest accrued and accruing thereupon.

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CALGARY: 2212655v1

November 26, 2013

 **NORTON ROSE FULBRIGHT**

Demand is hereby made upon the Borrower and Guarantors for payment in full of the amount outstanding together with any accrued interest and other legal fees or charges that may arise. In the event that payment is not made in full by close of business on Friday, December 6, 2013, or the Lender determines that its collateral is at risk, the Lender will take such steps as it may consider necessary to protect its position.

Also enclosed for service upon you is a Notice of Intention to Enforce Security provided in accordance with the provisions of the ***Bankruptcy and Insolvency Act***. If you consent to the Lender taking earlier enforcement, please return the consent executed by a duly authorized officer of Alston Energy Inc.

Kindly govern yourself accordingly.

Sincerely,

Norton Rose Fulbright Canada LLP



Howard A. Gorman

HAG/

Enclosure

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

To: Alston Energy Inc.

Take notice that:

1. Second Wave Petroleum Inc. (the "Lender"), a secured creditor, intends to enforce its security on the property of the above insolvent person(s) which encompasses all of its property and assets;
2. The security that is to be enforced includes security granted by the insolvent person(s) in favour of the Lender is set out in Schedule "A", attached hereto;
3. The total amount of the indebtedness secured by the security, as at November 30, 2013, is Cdn \$1,170,898.29 plus costs, disbursements and interest accrued and accruing from the date this notice; and
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 26 day of November, 2013.

SECOND WAVE PETROLEUM INC.
by its solicitors and agents, Norton Rose Fulbright Canada LLP

Per: 
Howard A. Gorman

ALSTON ENERGY INC. hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta); and
- (c) consents to the secured party's immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

Per: _____ c/s

Alston Energy Inc.
By its authorized signatory

NAME:

TITLE:

SCHEDULE "A"

1. Amendment Agreement and Addendum between the Lender and Alston Energy Inc., dated July 10, 2012;
2. Promissory Note from Alston Energy Inc. in favour of the Lender, dated February 24, 2011;
3. Postponement and Subordination Agreement between the Lender, Alston Energy Inc., QMAC Ventures Inc. and PetroSands Resources (Canada) Inc. and Alberta Treasury Branches, dated February 24, 2011;
4. Postponement and Subordination Agreement between the Lender, Alston Energy Inc. and Alberta Treasury Branches, dated July 17, 2012;
5. Debenture granted by Alston Energy Inc. in favour of the Lender, dated February 24, 2011;
6. Pledge granted by Alston Energy Inc. in favour of the Lender, dated February 24, 2011; and
7. further and other security.