

No. S-092788  
Vancouver Registry

In the Supreme Court of British Columbia

Between

**HAWKEYE POWER CORPORATION**

PLAINTIFF

and

**HAWKEYE ENERGY CORPORATION and  
SIGMA ENGINEERING LTD.**

DEFENDANTS

**ORDER MADE AFTER APPLICATION**

BEFORE ) THE HONOURABLE )  
) )  
) JUSTICE MASUHARA ) Friday, February 20, 2015

ON THE APPLICATION of The Bowra Group Inc. in its capacity as Receiver (the “Receiver”) of the Defendant, Hawkeye Energy Corporation, coming on for hearing, without notice, at Vancouver, British Columbia on February 20, 2015, and on hearing Daniel R. Shouldice, Counsel for the Receiver, Salim M. Hirji, Counsel for the Defendant, Sigma Engineering Ltd., and Robert Neeld and Gregory Neeld, on behalf of the Plaintiff, Hawkeye Power Corporation;

THIS COURT ORDERS THAT:

1. For the purpose of this Order, the following terms shall have the following meanings:
  - (a) “BIA” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. 27, as amended;
  - (b) “Business Day” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Vancouver, British Columbia;

- (c) “**Claim**” shall mean any indebtedness, liability or obligation of any kind that, if unsecured, would be a “claim provable in bankruptcy”, “provable claim” or “claim provable” as defined by section 2 of the BIA;
- (d) “**Claims Bar Date**” means 5:00 p.m. (local Vancouver time) on March 31, 2015;
- (e) “**Claims Process**” means the call for Claims to be administered by the Receiver pursuant to the terms of this Order;
- (f) “**Court**” means the Supreme Court of British Columbia;
- (g) “**Creditor**” means any Person entitled to make a claim against Hawkeye Energy;
- (h) “**Disputed Claims**” means those claims that are disputed by the Receiver;
- (i) “**Hawkeye Energy**” means Hawkeye Energy Corporation;
- (j) “**Instruction Letter**” means the letter from the Receiver to Creditors regarding completion of a Proof of Claim and the process for revision or disallowance of a Proof of Claim and process of appeal from such revision or disallowance, substantially in the form attached hereto as **Schedule “A”**;
- (k) “**Notice to Creditors**” means the notice substantially in the form attached hereto as **Schedule “B”**;
- (l) “**Notice of Disallowance**” means the notice substantially in the form attached hereto as **Schedule “C”**;
- (m) “**Person**” means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association, governmental agency, or similar entity, howsoever designated or constituted;
- (n) “**Proof of Claim**” means the form to be completed and filed by a Creditor setting forth its Claim, substantially in the form attached hereto as **Schedule “D”**;

- (o) “**Receiver**” means The Bowra Group Inc. (“**Bowra**”) in its capacity as Receiver of all of the assets, undertakings and properties of Hawkeye Energy, and not in its personal capacity; and
- (p) “**Receivership Order**” means the Order of Master Tokarek made September 1, 2009 appointing Bowra as Receiver of Hawkeye Energy.

2. The Receiver is hereby authorized and directed to conduct the Claims Process.
3. The Receiver shall be, and is hereby authorized and directed to, within 7 days of the date of this Order, place a notice substantially in the form of the Notice to Creditors in one weekday edition of the Vancouver Sun inviting Creditors to file a Proof of Claim with the Receiver.
4. The Receiver shall, within 7 days of the date of this Order, post this Order, the Instruction Letter, the Notice to Creditors and a Proof of Claim (collectively, the “**Claims Package**”) on the Receiver’s website at <http://bowragroup.com/files> (the “**Website**”).
5. The Receiver shall, within 14 days of the date of this Order, send the Claims Package to all known Creditors at their respective last known addresses in the books and records of Hawkeye Energy.
6. The publication of the Notice to Creditors, the sending of the Claims Package to known Creditors and the posting of the Claims Package on the Website, in accordance with the foregoing terms of this Order, shall constitute good and sufficient service of such materials to the Creditors and to any other person who may be entitled to receive notice and no other notice or service need be given or made and no other documents or material need be served.
7. The Receiver is hereby authorized to amend any documents forming part of the Claims Package from time to time as it deems necessary and appropriate.
8. All Proofs of Claim must be delivered by ordinary mail, registered mail, courier, facsimile, e-mail message or personal delivery and be received by the Receiver on or before the Claims Bar Date at the following address:

The Bowra Group Inc., 430 - 505 Burrard Street, Vancouver, B.C., V7X 1M3,  
Attention: Martin Hyatt, email: [mhyatt@bowragroup.com](mailto:mhyatt@bowragroup.com), fax: 604-689-8584.

9. Every Creditor must prove their Claim, and a Creditor who does not prove their Claim is not entitled to share in any distribution that may be made pursuant to this Order, and further Order of this Court, or otherwise.
10. Any Creditor that does not file a properly completed Proof of Claim as provided for in paragraph 5 of this Order on or before the Claims Bar Date, or such later date as the Receiver may agree in writing or this Court may otherwise order:
  - (a) shall not be entitled to participate as a Creditor in these proceedings;
  - (b) shall not be entitled to any further notice in these proceedings; and
  - (c) shall be and is hereby forever barred from making or enforcing any claim against Hawkeye Energy and the claim shall be forever extinguished.
11. The Receiver is hereby authorized to use personal discretion as to the adequacy of the compliance as to the manner in which any Proof of Claim is delivered, completed and executed and may, where it is satisfied a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such a form.
12. The Receiver shall examine every Proof of Claim and the grounds therefore and may require further evidence in support of any Claim.
13. The Receiver may give notice in writing, by ordinary mail, facsimile transmission, e-mail message or personal delivery to any Creditor with a Disputed Claim at any mailing address, facsimile number, e-mail address or personal delivery address shown on the Creditor's Proof of Claim, of the Receiver's intention to revise or disallow the Claim set out in such Proof of Claim, and if revised or disallowed, the reasons therefore, by delivering to the Creditor a Notice of Disallowance, which shall be deemed to be delivered on the third Business Day after notice has been sent by the Receiver by one of the methods aforesaid.
14. If a Creditor receiving a Notice of Disallowance wishes to object to the Notice of Disallowance, the Creditor must, within 30 days of the delivery of the Notice of Disallowance, file at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, and serve on the Receiver and counsel for the Receiver, a Notice of Application seeking to set aside the Receiver's Notice of Disallowance and an affidavit containing all evidence intended to be relied upon by the Creditor in support thereof.

15. If no Notice of Application referred to in paragraph 9 herein is served upon the Receiver and counsel for the Receiver within the 30 day period, unless such period is extended by the Receiver, in its sole discretion, the Claim in question shall be deemed to have been revised or disallowed in accordance with the Notice of Disallowance and such Notice of Disallowance shall be final and binding upon the Creditor for all purposes.

16. No proceeding shall be instituted by a Creditor to establish the validity, priority and/or amount of any disputed Claim, except as provided in this Order or as the Court may subsequently direct.

17. The Receiver may apply to this Court for advice or directions with respect to the implementation of this Order or with respect to any other matter relating to the claims process.

18. The Receiver shall have all of the protections given to it by applicable legislation, the Receivership Order, and as an officer of this Court in carrying out its obligations with respect to the Claims Process or this Order and:

- (a) shall be entitled to rely on the books and records of Hawkeye Energy and information provided by Hawkeye Energy without the need for independent investigation;
- (b) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and
- (c) shall incur no liability as a result of carrying out its obligations under this Order.

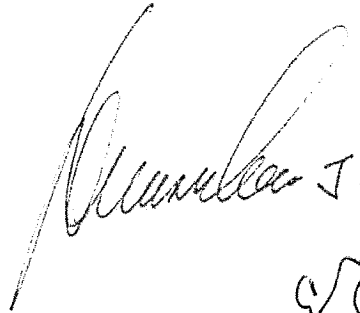
19. Any party affected by this Order may apply to this Court for an alteration or variation of this Order or direction as to the implementation of this Order upon two days' notice to the Receiver and counsel for the Receiver.

20. Approval of this Order as to form by counsel or other parties appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

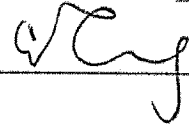
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



\_\_\_\_\_  
Signature of lawyer for the Receiver  
Daniel R. Shouldice



By the Court



\_\_\_\_\_  
Registrar

AS TO FORM  
CC

## SCHEDULE "A" – INSTRUCTION LETTER

[The Bowra Group letterhead]

Dear Sirs/Mesdames:

**Re: Hawkeye Power Corporation v. Hawkeye Energy Corporation and  
Sigma Engineering Ltd.; Supreme Court of British Columbia, Vancouver  
Registry No. S-092788 (the "Action")**

On September 1, 2009, The Bowra Group Inc. was appointed Receiver ("Receiver"), without security, of all the assets, undertakings and properties of Hawkeye Energy Corporation ("Hawkeye Energy").

The following documents are posted on the Receiver's website which you should carefully review as they affect your legal rights:

1. Order, granted February 18, 2015 in the Action ("Order"); and
2. Proof of Claim with Proxy and Instructions

Pursuant to the Order, any creditor having a claim against Hawkeye Energy, must deliver to the Receiver a properly completed Proof of Claim by the "Claims Bar Date" of **5:00 p.m. (local Vancouver time) on March 31, 2015**. Claims which are not received by the Claims Bar Date will be forever released and extinguished and you will be forever barred from making or enforcing any claim against Hawkeye Energy.

The process for the revision or disallowance of a claim and the process for appealing such a revision is set out in the Order. If the Receiver revises or disallows your claim in whole or in part and if you fail to appeal such revision or disallowance within 30 days of the date of delivery of any Notice of Disallowance issued by the Receiver, your claim will be deemed to be revised or disallowed as set out in the Notice of Disallowance and such Notice of Disallowance will be final and binding upon you for all purposes.

You should note that additional documents and pertinent information regarding the Receivership Proceeding may be obtained from the Receiver's website at <http://bowragroup.com/files>.

Yours truly,

**The Bowra Group Inc.**, in its  
capacity as Receiver of Hawkeye  
Energy Corporation and not in its  
personal or corporate capacity



SCHEDULE "B" – NOTICE TO CREDITORS

No. S-092788  
Vancouver Registry

In the Supreme Court of British Columbia

Between

**HAWKEYE POWER CORPORATION**

PLAINTIFF

and

**HAWKEYE ENERGY CORPORATION and  
SIGMA ENGINEERING LTD.**

DEFENDANTS

TAKE NOTICE that on September 1, 2009, The Bowra Group Inc. was appointed Receiver ("Receiver"), without security, of all the assets, undertakings and properties of Hawkeye Energy Corporation ("Hawkeye Energy") pursuant to an Order of the Supreme Court of British Columbia (the "Court").

TAKE NOTICE that as part of the above receivership proceeding, the Court has ordered that any creditor having a Claim against Hawkeye Energy must deliver to the Receiver a properly completed Proof of Claim form on or before **5:00 p.m. (local Vancouver time) on March 31, 2015.**

If any Creditor fails to file a Proof of Claim with the Receiver by **5:00 p.m. (local Vancouver time) on March 31, 2015,** such creditor will not be entitled to participate as a creditor in the receivership and will not be entitled to receive any notice or distribution in this receivership and any claim(s) such creditor may have against Hawkeye Energy shall be forever extinguished and barred.

In order to file a Proof of Claim, a proof of claim package may be obtained from the Receiver at the following webpage: <http://bowragroup.com/files> or by contacting the Receiver at:

The Bowra Group Inc.  
430 - 505 Burrard Street  
Vancouver, B.C., V7X 1M3  
Attention: Martin Hyatt  
Tel: 604-689-8939  
Fax: 604-689-8584  
[mhyatt@bowragroup.com](mailto:mhyatt@bowragroup.com)

SCHEDULE "C" – NOTICE OF DISALLOWANCE

No. S-092788  
Vancouver Registry

In the Supreme Court of British Columbia

Between

HAWKEYE POWER CORPORATION

PLAINTIFF

and

HAWKEYE ENERGY CORPORATION and  
SIGMA ENGINEERING LTD.

DEFENDANTS

NOTICE OF DISALLOWANCE

Name of Creditor: \_\_\_\_\_

The Bowra Group Inc., in its capacity as Receiver ("Receiver"), without security, of all the assets, undertakings and properties of Hawkeye Energy Corporation, gives you notice that your Proof of Claim has been revised or disallowed for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to object to this Notice of Disallowance, you must, within **30 days** of the date of delivery of this Notice of Disallowance, file a Notice of Application at the Supreme Court of British Columbia and serve the address below to be heard by the Court on a date to be agreed to by counsel for the Receiver:

McMILLAN LLP  
Barristers and Solicitors  
Suite 1500, 1055 West Georgia Street  
P.O. Box 11117  
Vancouver, BC V6E 4N7  
(Attention: Daniel R. Shouldice)

SCHEDULE "D" – PROOF OF CLAIM

PROOF OF CLAIM

*This Proof of Claim must be read in conjunction with the Claims Process Order pronounced by the Supreme Court of British Columbia on February 18, 2015. Capitalized terms not otherwise defined in this Proof of Claim have the meanings ascribed to them in the Claims Process Order.*

CREDITOR PARTICULARS

Legal Name:  <i>(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the granting of the Receivership Order)</i>	
Mailing Address:	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Contact Person:	

PARTICULARS OF ASSIGNEE (IF ANY)

*Complete this section only if all or a portion of the Creditor's Claim has assigned*

Legal Name of Assignee:	
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Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
E-mail address of Assignee:	
Contact Person:	

**CERTIFICATION AS TO CLAIM**

I, \_\_\_\_\_ (name of Creditor or representative of the Creditor),  
of \_\_\_\_\_ (city and province), do hereby certify:

1. That I am a Creditor of Hawkeye Energy; or
2. That I am \_\_\_\_\_ (state position or title) of \_\_\_\_\_ (name of Creditor or representative of Creditor).

That I have knowledge of all of the circumstances connected with the Claim referred to below.

That Hawkeye Energy was, at the date of the Receivership Order, namely the 1<sup>st</sup> day of September, 2009, and still is, indebted to the Creditor in the sum of \$ \_\_\_\_\_, as specified below.

**NATURE OF CLAIM**

(Check and complete the appropriate category)

- A.  UNSECURED CLAIM OF \$ \_\_\_\_\_.
- B.  SECURED CLAIM OF \$ \_\_\_\_\_.

*(If box B is checked then the Creditor must provide full particulars of the Security claimed, including the date on which the Security was given, the value at which the Creditor assesses the Security, and copies of all applicable documents evidencing the Security.)*

**PARTICULARS OF CLAIM**

Other than as already set out herein, the particulars of the undersigned's total Claim are attached.

*(Provide all particulars of the Claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, any amount of invoices, particulars of all credits, discounts, etc. claimed, description of any Security, if any, granted by the Hawkeye Energy to the Creditor along with the estimated value of such Security.)*

**SUBMISSION OF PROOF OF CLAIM**

This Proof of Claim must be submitted to the Receiver by prepaid registered mail, courier, personal delivery or electronic transmission to the following address:

The Bowra Group Inc.  
430 - 505 Burrard Street  
Vancouver, B.C., V7X 1M3  
Attention: Martin Hyatt  
Tel: 604-689-8939  
Fax: 604-689-8584  
mhyatt@bowragroup.com

**Any Person that does not submit a Proof of Claim such that the Proof of Claim is received by the Receiver on or before the Claims Bar Date of March 31, 2015, or such later date as the Receiver may agree or the Court may otherwise direct, shall: (i) be forever barred, estopped and enjoined from asserting or enforcing any Claim against the Hawkeye Energy; (ii) not be permitted to participate in any distribution pursuant to the Claims Process Order, any further order of the Court, or otherwise; and (iii) not be entitled to receive further notice in respect of the Claims Process or the Hawkeye Energy's receivership proceedings.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Per: \_\_\_\_\_ (sign)

Witness Signature: \_\_\_\_\_ (sign)

Print Name of Creditor

Print Name of Witness

\_\_\_\_\_

\_\_\_\_\_

*If Creditor is other than an individual, print name and title of authorized signatory below:*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

No. S-092788  
Vancouver Registry

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In the Supreme Court of British Columbia

**SIGMA ENGINEERING LTD.**

PLAINTIFF

and

**HAWKEYE ENERGY CORPORATION and  
HAWKEYE POWER CORPORATION**

DEFENDANTS

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**ORDER MADE AFTER APPLICATION**

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**Daniel R. Shouldice  
McMILLAN LLP  
Barristers & Solicitors  
Suite 1500  
1055 West Georgia Street  
P.O. Box 11117  
Vancouver, BC  
V6E 4N7  
(604) 689-9111**

File No.: 60981V-0003

DRS