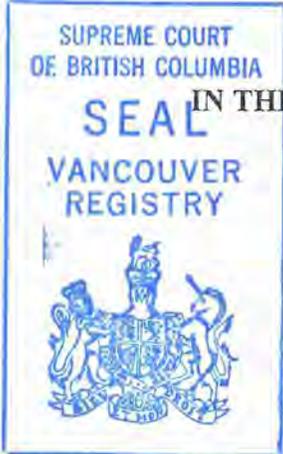




No. S1813437
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 211 OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, AS AMENDED

WEQ HOLDINGS INC.

PETITIONER

CLAIMS PROCEDURE ORDER

BEFORE THE HONOURABLE JUSTICE)
BAKER) The 17th day of December, 2018
)

ON THIS PETITION OF THE Petitioner, WEQ Holdings Inc. (“WEQ”), formerly WesternOne Inc., pursuant to section 211 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C- 44, as amended (the “CBCA”), for an Order, among other things, continuing the voluntary liquidation of WEQ under the supervision of this Court and, in connection therewith, approving and establishing a procedure for the solicitation, determination and resolution of certain claims against WEQ and its former directors and officers (the “Claims Process”), was heard this day at 800 Smithe Street, Vancouver, British Columbia on December 17, 2018, and on hearing Teresa Tomchak and Tim Louman-Gardiner, counsel for the Petitioner and Kimberley Robertson, counsel for the Liquidator, and no one else appearing and on reading the affidavit of Robert King #1 sworn December 13, 2018.

DEFINITIONS AND INTERPRETATION

1. THIS COURT ORDERS that for purposes of this Order, that any capitalized terms, not otherwise defined in this Order, shall have the meaning ascribed to them in the Liquidation Plan. The following terms shall have the following meanings:

- (a) “**Affected Respondent**” means a Director or Officer in respect of whom a D&O Claim has been made in any Proof of Claim delivered in accordance with paragraph 11 of this Order;
- (b) “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in British Columbia;
- (c) “**CBCA**” means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;
- (d) “**Claim**” means a Corporation Claim or a D&O Claim or both;
- (e) “**Claim Bar Date**” means 5:00 p.m. (P.S.T.) on February 15, 2019 or such later date as may be ordered by this Court;
- (f) “**Claim Process Notice**” means the notice of this Order to be published in accordance with paragraph 8 of this Order, substantially in the form attached hereto as Schedule “A”;
- (g) “**Claimant**” means a Person (including the Purchaser) who has asserted a Claim or could have asserted a Claim but for the provisions hereof concerning the Claim Bar Date;
- (h) “**Corporation Claim**” means any right or claim of any Person that may be asserted or made in whole or in part against WEQ, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of WEQ, including on account of Wages and Benefits, and any accrued interest thereon and costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or

indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future but does not include an Equity Claim or a claim for a payment of an RSU or Performance Unit;

- (i) “**Court**” means the Supreme Court of British Columbia;
- (j) “**Disputed Claim**” means any Claim in respect of which a Proof of Claim has been filed in accordance with this Order and which is not a Proven Claim;
- (k) “**D&O Claim**” means:
 - (i) any existing or future right or claim of any Person that may be asserted or made in whole or in part against a Director or Officer of WEQ that relates to a claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers, with the exception of any statutory claim for wages; or
 - (ii) any existing or future right or claim of any Person that may be asserted or made in whole or in part against a Director or Officer of WEQ, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future,

known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future;

- (l) “**Director**” means anyone who was, or may be deemed to be, at any time prior to and from and including the Effective Date, a director of WEQ;
- (m) “**Effective Date**” means December 17, 2018;
- (n) “**Equity Claim**” means the entitlement to a distribution of a Shareholder in respect of Shares;
- (o) “**Inspectors**” means the inspectors appointed pursuant to the Liquidation Plan or any order of this Court;
- (p) “**Liquidation Order**” means the Order of this Court made in these proceedings on December 17, 2018 approving and affirming, among other things, the Liquidation Plan and the appointment of the Liquidator;
- (q) “**Liquidation Plan**” means the plan of liquidation and dissolution pursuant to the Liquidation Order;
- (r) “**Liquidator**” means the Bowra Group Inc. (“**Bowra**”), in its capacity as the liquidator of WEQ pursuant to the Liquidation Plan and the Liquidation Order;
- (s) “**Notice of Determination of Claim**” means the notice provided by the Liquidator pursuant to paragraph 21 or 31 of this Order;
- (t) “**Notice of Objection**” means the notice provided pursuant to paragraph 22 or 32 of this Order;

- (u) “**Officer**” means anyone who was or may be deemed to be, at any time prior to and from and including the Effective Date, an officer of WEQ;
- (v) “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity;
- (w) “**Performance Units**” means a performance unit issued by the Corporation;
- (x) “**Proof of Claim**” means the proof of claim referred to herein to be filed by Claimants in connection with any Claim, substantially in the form attached as Schedule “B”, which shall include all supporting documentation in respect of such Claim;
- (y) “**Proven Claim**” means a Claim to the extent that it has been finally determined in accordance with the terms of this Order; and
- (z) “**Proven D&O Claim**” means a D&O Claim to the extent that it has been finally determined in accordance with the terms of this Order;
- (aa) “**Purchase Price**” has the same meaning as defined in the Asset Purchase Agreement;
- (bb) “**Purchaser**” means United Rentals of Canada, Inc.;
- (cc) “**Purchaser Claim Bar Date**” means the later of the Adjustment Date (as defined in the Asset Purchase Agreement) and the Cut-Off Date (as defined in the Asset Purchase Agreement);
- (dd) “**Purchaser Deemed Claim**” has the meaning given in paragraph 12 hereof;
- (ee) “**Purchaser Deemed Claim Expiry Date**” means the date that is the earlier of the Purchaser Claim Bar Date or the date the Purchaser files a Proof of Claim.
- (ff) “**RSU**” means a restricted share unit issued by the Corporation;

- (gg) “**Shareholder**” means all holders of Shares shown from time to time in the registers maintained by or on behalf of the Corporation by the Transfer Agent in respect of the Shares and, unless otherwise specified, includes all beneficial owners of Shares;
- (hh) “**Shares**” means the common shares in the capital of the Corporation;
- (ii) “**Transfer Agent**” means Computershare Investor Services Inc., as transfer agent for the Shares of the Corporation;
- (jj) “**Wages and Benefits**” means all outstanding wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, bonus plans, incentive plans, share compensation plans, share allocation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits), vacation pay, commissions, bonuses and other incentive payments, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with compensation policies and arrangements; and
- (kk) “**WEQ**” means WEQ Holdings Inc., formerly WesternOne Inc.

2. THIS COURT ORDERS that all references as to time herein shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00PM Vancouver time on such Business Day unless otherwise indicated herein.

3. THIS COURT ORDERS that all references to the word “including” shall mean “including without limitation”, and that all references to the singular herein include the plural, the plural include the singular, and that any gender includes all genders.

4. THIS COURT ORDERS that for the purposes of this Order, any Claim denominated in any currency other than Canadian dollars shall be converted to and constitute obligations in

Canadian dollars, such calculation to be effected by the Liquidator using the single rate of exchange posted by the Bank of Canada on the Effective Date.

LIQUIDATOR'S ROLE

5. THIS COURT ORDERS that the Liquidator, in addition to its prescribed rights, responsibilities and obligations under the CBCA, the Liquidation Plan and the Liquidation Order, shall administer the Claims Process, including the determination of Claims, and is hereby directed and empowered to take such actions and fulfill such other roles as are contemplated by this Order.

SOLICITATION OF CLAIMS

Notice to Claimants

6. THIS COURT ORDERS that the Claims Process Notice is hereby approved.

7. THIS COURT ORDERS that the Liquidator shall cause the Claims Process Notice and Proof of Claim to be posted on the Liquidator's website at www.bowragroup.com no later than five (5) days after the date of this Order.

8. THIS COURT ORDERS that the Liquidator shall take all reasonable steps to cause the Claims Process Notice to be published in the National Post, the Globe and Mail and the Wall Street Journal by the Liquidator no later than fifteen (15) days after the date of this Order.

9. THIS COURT ORDERS that the Liquidator shall, no later than fifteen (15) days after the date of this Order, send the Claims Process Notice and Proof of Claim by ordinary mail, electronic mail, facsimile transmission or courier to:

- (a) Each party that appears on the service list in these proceedings;
- (b) All of the known creditors of WEQ with a debt as evidenced by its books and records as of the commencement of the liquidation; and
- (c) All Persons who have notified the Liquidator or WEQ of a potential Claim.

10. THIS COURT ORDERS that the sending of the Claims Process Notice and the publication of the Claims Process Notice, in accordance with this Order, shall constitute good

and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.

Deadline for Filing a Proof of Claim

11. THIS COURT ORDERS that any Person that intends to assert a Claim shall deliver a Proof of Claim, together with all relevant supporting documentation in respect of the Claim, to the Liquidator on or before the Claim Bar Date, or in the case of the Purchaser on or before the Purchaser Claim Bar Date.

12. THIS COURT ORDERS that notwithstanding anything to the contrary in the Liquidation Plan or in this Order, the Liquidation Order or in any other Order of this Court, until the Purchaser Deemed Claim Expiry Date, the Purchaser shall be deemed for all purposes to have a Proven Claim in the full amount of the Purchase Price (the "**Purchaser Deemed Claim**"). For certainty, as of the Purchaser Deemed Claim Expiry Date, the Purchaser Deemed Claim shall cease to exist and all Claims and Proof of Claims of the Purchaser shall be dealt with in accordance with the terms of this Order.

13. THIS COURT ORDERS that the Claims of all Claimants who do not deliver a Proof of Claim to the Liquidator by the Claim Bar Date or in the case of the Purchaser by the Purchaser Claim Bar Date, shall be forever extinguished and barred and all such Claimants shall be deemed to have fully and finally released and discharged all such Claims without any further act or notification.

14. THIS COURT ORDERS that with respect to any Claims which are deemed to have been released and discharged in accordance with paragraph 13 of this Order, WEQ and the Directors and Officers shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Claimant may have been entitled to assert, including, without limitation, any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, and that no Director, Officer or any other Person shall be entitled to assert a claim for

indemnification against WEQ with respect to any such D&O Claims which have been released and discharged.

15. THIS COURT ORDERS that the Liquidator shall maintain a list of all Proof of Claims received by it, including the name of the Claimant, the party or parties claimed against, the amount claimed, the nature of the Claim and the status of the Claim; provided that until the Purchaser Deemed Claim Expiry Date, the list of the Proof of Claims maintained by the Liquidator shall include the Purchaser Deemed Claim.

16. THIS COURT ORDERS that the Liquidator is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proof of Claims are completed and executed and the time in which they are submitted and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to the completion and execution of Proof of Claims and to request any further documentation from a Claimant that the Liquidator may require in order to enable it to determine the validity of a Claim.

17. THIS COURT ORDERS that Shareholders shall have no obligation to provide a Proof of Claim for Equity Claims and holders of RSUs or Performance Units shall have no obligation to provide a Proof of Claim for payment of their RSUs or Performance Units.

DETERMINATION OF CORPORATION CLAIMS

18. THIS COURT ORDERS that, following the Claim Bar Date or in the case of the Purchaser, the Purchaser Claim Bar Date, the Liquidator shall review the Proof of Claims filed on or before the Claim Bar Date or in the case of the Purchaser on or before the Purchaser Claim Bar Date, and, with respect to all Corporation Claims, the Liquidator shall, in consultation with the Inspectors, determine to either allow, partially allow, partially disallow or disallow the Corporation Claims.

19. THIS COURT ORDERS that the Liquidator, in consultation with Inspectors, may attempt to consensually resolve the amount of any asserted Claim with the Claimant prior to allowing, partially allowing, partially disallowing or disallowing such Claim.

20. THIS COURT ORDERS that for any Corporation Claim commenced prior to the Effective Date by the issuance of court proceedings, the Liquidator may, in consultation with the Inspectors, choose to have such Corporation Claim determined in the context of the proceedings commenced by such court proceedings and, in such case, the Liquidator shall notify such Claimant of such a decision rather than provide a Notice of Determination (as defined below). The value and status of such Claimant's Corporation Claim shall be as finally determined in such proceedings and shall be deemed to constitute such Claimant's Proven Claim (as defined below) as so finally determined.

21. THIS COURT ORDERS that, where a Corporation Claim is to be allowed, partially allowed, partially disallowed or disallowed pursuant to the process contained in this Order, the Liquidator shall deliver to the Claimant a written notice of such determination (a "**Notice of Determination**") as soon as reasonably practicable.

22. THIS COURT ORDERS that in the event that a Claimant objects to the Liquidator's determination of a Corporation Claim and intends to contest the Notice of Determination, such Claimant shall deliver written notice of such party's objection and a brief description of the grounds for such objection (a "**Notice of Objection**") so that such Notice of Objection is received by the Liquidator by no later than 5:00 p.m. on the day which is fourteen (14) days after the date the Notice of Determination is deemed to be received.

23. THIS COURT ORDERS that any Claimant that does not provide the Liquidator with a Notice of Objection within the deadline set forth in paragraph 22 shall be deemed to have agreed with the Notice of Determination pertaining to that Claimant's Claim. Any Claim, or any portion thereof, that is disallowed pursuant to a Notice of Determination and in respect of which no Notice of Objection is received by the Liquidator by the deadline set forth in paragraph 22 hereof, shall be forever extinguished, barred, discharged and released as against the Property, as that term is defined in the Liquidation Order without any further act or notification.

24. THIS COURT ORDERS that the Liquidator, in consultation with the Inspectors, may attempt to resolve and settle any dispute with respect to the Corporation Claim pursuant to a Notice of Objection and, in the event that a settlement is not achieved within a reasonable time,

the Liquidator may seek directions from the Court concerning an appropriate process for resolving the disputed Corporation Claim.

25. THIS COURT ORDERS that where a Claimant who receives a Notice of Determination of Claim agrees to same or otherwise settles with the Liquidator pursuant to paragraph 24 of this Order, or where a Corporation Claim is finally determined by order of the Court, the value and status of such Claimant's Corporation Claim shall be deemed to be as set out in the Notice of Determination, settlement or final order of the Court, as the case may be, and such value and status, if any, shall constitute such Claimant's proven Corporation Claim.

26. THIS COURT ORDERS that the forms of Claims Process Notice and Proof of Claim are hereby approved. Notwithstanding the foregoing, the Liquidator may from time to time, make minor non-substantive changes to the forms as may be necessary or desirable.

DETERMINATION OF D&O CLAIMS

27. THIS COURT ORDERS that, following the Claim Bar Date, the Liquidator shall review the Proof of Claims filed on or before the Claim Bar Date with respect to all D&O Claims. The Liquidator shall provide a copy of each of the D&O Claims to the relevant Affected Respondents and shall work with the Affected Respondents to determine as promptly as possible the extent to which the D&O Claims are covered under any directors' and officers' insurance policy and, if covered, the extent, if any, that such coverage is insufficient to pay amounts set out in the relevant D&O Claims.

28. THIS COURT ORDERS that where: (a) a D&O Claim is covered under any directors' and officers' insurance policy; and (b) such insurer has admitted or confirmed in writing such coverage (or a final order of a court, where no further rights of appeal exist, has issued determining that the relevant Director or Officer is entitled to coverage under any directors' and officers' insurance policy); but (c) such coverage is insufficient to pay the amounts set out in the relevant D&O Claim; then (d) only the amount of such deficiency in respect of the covered D&O Claim shall continue to constitute a Claim under this Order.

29. THIS COURT ORDERS that a D&O Claim which is not covered under any directors' and officers' insurance policy shall continue to constitute a Claim under this Order.

30. THIS COURT ORDERS that after a determination of coverage (or not) under any directors' and officers' insurance policy and the extent thereof in connection with the D&O Claims, the Liquidator shall, in consultation with the relevant Affected Respondents and the Inspectors, determine to either allow, partially allow, partially disallow or disallow the remaining D&O Claims.

31. THIS COURT ORDERS that, where a D&O Claim is to be allowed, partially allowed, partially disallowed or disallowed, the Liquidator shall deliver to the Claimant a Notice of Determination as soon as reasonably practicable.

32. THIS COURT ORDERS that, in the event that a Claimant objects to the Liquidator's determination of a D&O Claim and intends to contest the Notice of Determination, such Claimant shall deliver a Notice of Objection so that such Notice of Objection is received by the Liquidator by no later than 5:00 p.m. on the day which is fourteen (14) days after the date the Notice of Determination is deemed to be received.

33. THIS COURT ORDERS that any Claimant that does not provide the Liquidator with a Notice of Objection within the deadline set forth in paragraph 32 shall be deemed to have agreed with the Notice of Determination pertaining to that Claimant's D&O Claim. Any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Determination and in respect of which no Notice of Objection is received by the Liquidator by the deadline set forth in paragraph 32 hereof, shall be forever extinguished, barred, discharged and released as against the Property without any further act or notification.

34. THIS COURT ORDERS that the Liquidator shall forthwith provide the Inspectors with a copy of any Notice of Objection received. The Liquidator, in consultation with the Inspectors, may attempt to resolve and settle any dispute with respect to any D&O Claim and, in the event that a settlement is not achieved within a reasonable time, the Liquidator may seek directions

from the Court concerning an appropriate process for resolving the disputed D&O Claim, including but not limited to the appointment of a claims officer.

35. THIS COURT ORDERS that where a Claimant who receives a Notice of Determination of Claim agrees to same or otherwise settles with the Liquidator pursuant to paragraph 34 of this Order, or where the D&O Claim is finally determined by order of the Court, the value and status of such Claimant's D&O Claim shall be deemed to be as set out in the Notice of Determination, settlement or final order of the Court, as the case may be, and such value and status, if any, shall constitute such Claimant's proven D&O Claim.

INDEMNITY CLAIMS OF DIRECTORS AND OFFICERS

36. THIS COURT ORDERS that, upon all Proven D&O Claims being determined, the Liquidator, in consultation with the Inspectors and the relevant Affected Respondents, shall determine whether or not any Proven D&O Claim is subject to indemnification by WEQ. In the event that the Liquidator and the relevant Affected Respondents do not agree whether certain of the Proven D&O Claims are subject to indemnification by WEQ, then the Liquidator shall serve and file a Notice of Application with this Court for an order for directions concerning the applicability of such indemnification to the particular Proven D&O Claims in question.

PAYMENT OF CLAIMS

37. THIS COURT ORDERS that the amount of all Proven D&O Claims which are determined by the Liquidator, in consultation with the Inspectors, or are otherwise determined by final order of the Court, to be subject to indemnification by WEQ shall be paid by the Liquidator from bank accounts over which the Liquidator controls or holds. Despite the wording of the Liquidation Plan, the Liquidator may maintain money belonging to the Corporation in any account over which the Liquidator has full control, rather than a bank account in the name of the Liquidator.

38. THIS COURT ORDERS that the amount of all Proven Claims which are not Proven D&O Claims shall be paid by the Liquidator from bank accounts over which the Liquidator controls or holds.

39. THIS COURT ORDERS that, upon the payment in full of any Proven D&O Claim or any Proven Claim which is not a D&O Claim, the Claimants in respect of such Claims shall be deemed to have fully and finally released and discharged all such Claims and WEQ and the Directors and Officers shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any such Claimant may have been entitled to assert, including, without limitation, any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising.

40. THIS COURT ORDERS that the Liquidator shall make no distributions to Shareholders until after the Purchaser Claim Bar Date. The Liquidator shall be entitled to make a distribution in satisfaction of its obligations relating to the Debentures as and when contemplated in article 4.2(f) of the Liquidation Plan.

NOTICES AND COMMUNICATIONS

41. THIS COURT ORDERS that, except as set out in this Order, any notice or communication (including Notices of Determination) to be given under this Order by the Liquidator to a Claimant shall be in writing and may be delivered by prepaid ordinary mail, by courier, by delivery, by facsimile transmission or electronic mail to the Claimant to such address, facsimile number or e-mail address, as applicable, for such Claimant as shown on the books of WEQ or as set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or e-mail by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

42. THIS COURT ORDERS that any document, notice or other communication (including, without limitation, Proof of Claims) required to be delivered to the Liquidator under this Order shall be in writing and, where applicable, substantially in the form provided for in this Order, and will be sufficiently delivered only if delivered to:

The Bowra Group Inc.
505 Burrard St. #430
Vancouver, British Columbia
V7X 1M3
Attention: Gordon Brown
Fax: 604-689-8584
E-mail: westernone@bowragroup.com

43. THIS COURT ORDERS that in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

44. THIS COURT ORDERS that the Liquidator is authorized to enter into settlement negotiations with a Claimant at any stage of the Claims Procedure and is further authorized to enter into agreements with such Claimant resolving the value of their Claim.

45. THIS COURT ORDERS that if during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, delivery, facsimile transmission or electronic mail in accordance with this Order.

46. THIS COURT ORDERS that the Corporation and/or the Inspectors shall provide a list setting out the name and last known address of each Director and Officer to the Liquidator and that any obligation upon the Liquidator hereunder to provide notice or information to any Director or Officer shall be satisfied by delivery of such notice or information to the last known address of the Director or Officer as set out in the list provided by the Corporation and/or the Inspectors.

47. THIS COURT ORDERS that nothing in this Order shall prevent or bar any Person from seeking recourse against or payment from any directors' and/or officers' liability insurance policy or policies that may exist to protect or indemnify the Directors or Officers, whether such recourse or payment is sought directly by the Claimant from the insurer or derivatively through WEQ. However, nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law.

INTERIM DISTRIBUTIONS

48. THIS COURT ORDERS that, subject to paragraph 40 hereof, following the Claim Bar Date, the Liquidator be and is hereby at liberty to forthwith distribute rateably among the registered Shareholders of WEQ an interim distribution taking into account the Claims filed and the additional costs associated with the liquidation and any taxes anticipated to be payable (the "**Interim Distributions**"), provided no such Interim Distribution shall be made until after the Purchaser Deemed Claim Expiry Date.

49. THIS COURT ORDERS that the Interim Distribution shall be distributed as a reduction of stated capital, or as a dividend, as contemplated by article 6.3 of the Liquidation Plan and determined by the Inspectors appointed under the Liquidation Plan.

50. THIS COURT ORDERS that, subject to Inspector approval, and paragraph 40 hereof, the Liquidator is hereby authorized, but not directed, to make further interim distributions rateably at such times and in such amounts as the Liquidator considers appropriate to the registered shareholders of WEQ according to their rights and interests in WEQ.

51. THIS COURT ORDERS that the Liquidator may make any distributions through the Transfer Agent. The Liquidator is permitted to rely on the records maintained by the Transfer Agent, without conducting further investigation. Delivery of distributions shall be made in accordance with Article 6 of the Liquidation Plan.

GENERAL PROVISIONS

52. THIS COURT ORDERS that nothing in the Liquidation Plan or in this Order, the Liquidation Order or in any other Order of this Court shall affect the rights of the Purchaser under the Asset Purchase Agreement and related agreements, in respect of the Holdback (as defined in the Asset Purchase Agreement) and the Purchaser's recourse thereto.

53. THIS COURT ORDERS that the Liquidator may from time to time apply to this Court for advice and directions in connection with the discharge or variation of its powers and duties under this Order.

54. THIS COURT ORDERS that in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Liquidation Plan and this Order, the terms, conditions and provisions of this Order shall govern and be paramount, and the Liquidation Plan shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

55. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Liquidator and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Liquidator in any foreign proceeding, or to assist the Liquidator and its respective agents in carrying out the terms of this Order.

56. THIS COURT ORDERS that the Liquidator be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Liquidator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.


BY THE COURT

CLERK

81313437

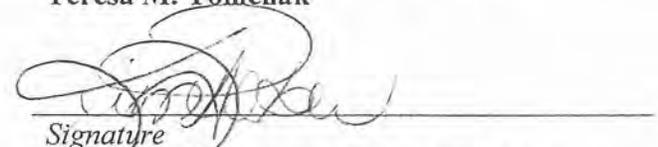
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.



Signature

Party Lawyer for the Petitioner

Teresa M. Tomchak



Signature

Party Lawyer for the Liquidator

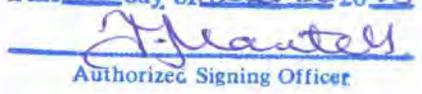
Kimberley A. Robertson

By the Court

Registrar

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

This 17th day of December 2018


Authorized Signing Officer

JOE MANTELL

Schedule "A"

NOTICE OF CLAIM BAR DATE

IN RESPECT OF CLAIMS AGAINST WEQ HOLDINGS INC., FORMERLY
WESTERNONE INC. AND ITS FORMER DIRECTORS AND OFFICERS

IN THE MATTER OF SECTION 211 OF THE *CANADA BUSINESS CORPORATIONS
ACT*, R.S.C. 1985, c. C-44, AS AMENDED

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Supreme Court of British Columbia dated December 17, 2018 (the "**Claims Procedure Order**"). All capitalized terms in this Notice are defined in the Claims Procedure Order, a copy of which can be found on the website of the Liquidator, the Bowra Group Inc. at www.bowragroup.com.

Any Person who believes that it has a Claim against WEQ Holdings Inc., ("**WEQ**"), formerly WesternOne Inc., or a former Director or Officer of WEQ, should send a Proof of Claim to the Liquidator to be received by the Liquidator by **5:00 p.m. local Vancouver time on February 15, 2019 or such other date as ordered by the Court (the "Claim Bar Date")**.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIM BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED.

A copy of the Claims Procedure Order providing a full definition of Claims being called for can be found on the Liquidator's website at: www.bowragroup.com.

Claimants who require a Proof of Claim form may access the form at the Liquidator's website at www.bowragroup.com or they may contact the Liquidator (Attention: Gordon Brown, Telephone: 604-689-8939) to obtain a hard copy of the Proof of Claim and/or the Claims Procedure Order.

Claimants should file their Proof of Claim with the Liquidator by mail, facsimile, e-mail, courier or hand delivery, so that the Proof of Claim is actually received by the Liquidator by the Claim Bar Date at the address below.

Address of the Liquidator

The Bowra Group Inc.
Bentall 1 Centre, Box 72
505 Burrard St. #430
Vancouver, British Columbia
V7X 1M3
Attention: Gordon Brown
Fax: 604-689-8584
E-mail: westernone@bowragroup.com

Schedule "B"

PROOF OF CLAIM

IN RESPECT OF WEQ HOLDINGS INC., FORMERLY WESTERONE INC. AND
ITS FORMER DIRECTORS AND OFFICERS

1. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant: _____ (the "Claimant").
(Full legal or corporate name should be the name of the original Claimant.)

Full Mailing Address of the Claimant:

Telephone Number of Claimant: _____ *

Facsimile Number of Claimant: _____ *

Attention (Contact Person): _____

E-mail Address: _____ *

Has the Claim been sold or assigned by Claimant to another party?

Yes _____ No _____ (If yes please complete section D)

2. PROOF OF CLAIM:

I, _____ [Name of Claimant or Representative
of the Claimant], do hereby certify:

that I am (please check one):

_____ the Claimant ; or

_____ hold the following position of _____ the Claimant

and have personal knowledge of all the circumstances connected with the Claim
described herein;

3. **PARTICULARS OF CLAIM:**

Name of the specific party or parties against whom the Claim is being made and the amount of the Claim:

| Debtor Party | Amount | Currency |
|---------------------|---------------|-----------------|
| | \$ _____ | |
| | \$ _____ | |
| | \$ _____ | |
| | \$ _____ | |

Description of transaction, agreement or event giving rise or relating to the Claim:

If the Claim is contingent or unliquidated, state the basis and provide evidence upon which the Claim has been valued:

IF CLAIMANTS REQUIRE ADDITIONAL SPACE, PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD PROVIDE:

- **PARTICULARS OF THE CLAIM; AND**
- **COPIES OF ALL SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.**

THE FAILURE TO PROVIDE SUFFICIENT EVIDENCE TO SUPPORT YOUR CLAIM MAY RESULT IN YOUR CLAIM BEING DISALLOWED WHOLLY, OR IN PART, AND DETERMINED ACCORDINGLY.

4. PARTICULARS OF ASSIGNEE(S) (IF ANY):

Full Legal Name of Assignee(s) of the Claim (*if all or a portion of the Claim has been sold*). If there is more than one assignee, please attach separate sheets with the following information:

(the "Assignee(s)")

Amount of Total Claim Assigned \$ _____
Amount of Total Claim Not Assigned \$ _____

Total Amount of Claim \$ _____
(should equal "Total Claim" as entered on Section B)

Full Mailing Address of Assignee(s):

Telephone Number of Assignee(s): _____

Facsimile Number of Assignee(s): _____

E-mail address of Assignee(s): _____

Attention (Contact Person): _____

FILING OF CLAIMS:

The duly completed Proof of Claim together with supporting documentation must be returned and received by the Liquidator, no later than 5:00 pm local Vancouver time on February 15, 2019, to the e-mail address or address listed below.

Failure to file your Proof of Claim by such date will result in your claim **being forever extinguished and barred** and you will be prohibited from making or enforcing a Claim against WEQ or the Directors or Officers.

This Proof of Claim must be delivered by e-mail, facsimile, personal delivery, courier or prepaid mail at the following address:

Address of the Liquidator:

The Bowra Group Inc.
Bentall 1 Centre, Box #72
505 Burrard St. #430
Vancouver, British Columbia
V7X 1M3
Attention: Gordon Brown
Fax: 604-689-8584
E-mail: westernone@bowragroup.com

DATED at _____ this _____ day of _____, 20__.

(Signature of Witness)

(Signature of individual completing this form)

(Please print name)

(Please print name)