

No. S1813437
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE LIQUIDATION OF
WEQ HOLDINGS INC.
PURSUANT TO SECTION 211 OF THE
*CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44, AS AMENDED***

Liquidator's First Report to Court

December 16, 2019

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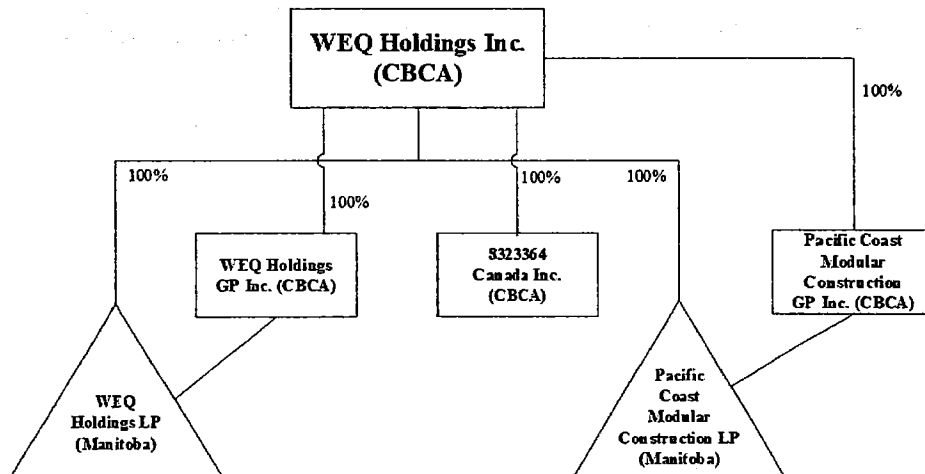
APPENDICES

- A. Organization Chart of WEQ Holdings Inc.
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INTRODUCTION

Background

1. WEQ Holdings Inc., formerly WesternOne Inc. (the “Company” or “WEQ”), was a leading provider of construction heat services and aerial equipment rentals with 13 locations in Alberta, British Columbia and Manitoba. The Company had annual consolidated revenues of \$79.6 million in fiscal 2017 and \$68.9 million in fiscal 2016.
2. The Company was publicly traded on the Toronto Stock Exchange (“TSX”). The shares and debentures traded under the symbols “WEQ” and “WEQ.DB” respectively.
3. The Company had two principal businesses:
 - i. Heat services and aerial equipment rental business that operated under WesternOne Infrastructure Services. The corporate entities operating this business were (i) WEQ Holdings LP, (ii) WEQ Holdings GP Inc. and (iii) associated subsidiaries (collectively “WIS”); and
 - ii. Modular building construction and rentals business that operated under the name Britco. The corporate entities operating this business were (i) Pacific Coast Modular Construction LP, (ii) Pacific Coast Modular Construction GP Inc. and (iii) associated subsidiaries (collectively “Britco”).
4. The corporate organization chart tabled below shows the main operating entities. A detailed organization chart of all WEQ subsidiaries is attached as **Appendix A**:



Events Leading up to Liquidation

5. In late 2014 and early 2015, the Company faced numerous challenges which included declining oil prices, significant costs associated with a public company and a lack of access to capital to expand the business.
6. Commencing in the fall of 2016, the Board of Directors (the "Board") and subsequently a special committee, with input from legal and financial advisors, commenced a process to sell the operating entities and or assets of the Company.
7. In the spring of 2017, the Company sold the operating business and related assets of Britco in two separate transactions.
8. Between July 2017 and April 2018, the Company had numerous discussions with United Rentals of Canada Inc. (the "Purchaser" or "URI") relating to the sale of the WIS assets.
9. On May 16, 2018, the Company entered into an exclusive non-binding letter of intent to sell the WIS operations and assets to URI. After negotiations conducted by a special committee and management of the Company, the parties entered into an asset purchase agreement on October 22, 2018 ("Asset Purchase Agreement").
10. The Purchaser agreed to acquire the WIS operations and substantially all of the related assets for a cash purchase price of \$120 million ("Purchase Price"), subject to a holdback of \$13 million ("Holdback") for post-closing adjustments to the Purchase Price.
11. At a special meeting of shareholders of the Company held on November 28, 2018, the shareholders passed a special resolution approving, among other things:
 - i. The Asset Purchase Agreement;
 - ii. The voluntary liquidation and dissolution of WEQ; and
 - iii. The plan of liquidation and dissolution ("Liquidation Plan").
12. The sale of the WIS assets pursuant to the Asset Purchase Agreement closed on November 30, 2018.

13. Effective at the close of markets on December 12, 2018, the Company's common shares and convertible debentures were delisted from trading on the TSX as a result of a voluntary delisting application approved by the shareholders as part of the Liquidation Plan.
14. The Supreme Court of British Columbia granted an Order ("Liquidation Order") appointing The Bowra Group Inc. as liquidator of WEQ (the "Liquidator") on December 17, 2018.
15. The Liquidation Order:
 - i. Approved and affirmed the Liquidation Plan;
 - ii. Granted an Administration Charge to the Liquidator;
 - iii. Dispensed with any requirements and obligations that WEQ or the Liquidator prepare and present any further audited financial statements;
 - iv. Declared that WEQ and the Liquidator are exempt from any requirements regarding the appointment and duties of an auditor; and
 - v. Declared that WEQ and the Liquidator are relieved of any obligation to call and hold a meeting of WEQ's shareholders.
16. A copy of the Liquidation Order (which contains a copy of the Liquidation Plan) is attached as **Appendix B**.
17. A court order approving the procedure for claims was also granted on December 17, 2018 ("Claims Procedure Order"). The Claims Procedure Order approved and established a procedure for the solicitation, determination and resolution of claims against WEQ and its former directors and officers ("Claims Procedure").
18. In addition, the Claims Procedure Order authorized the Liquidator to make one or more interim distributions at its discretion.
19. A copy of the Claims Procedure Order is attached as **Appendix C**.

PURPOSE OF REPORT

20. The purpose of this report is to:
- i. Provide the Court with background information on the Company's liquidation proceedings;
 - ii. Provide a summary of the Company's liquidation proceedings to date;
 - iii. Provide a summary of the status of administration of the Claims Procedure;
 - iv. Identify ongoing issues remaining in the Company's liquidation proceedings; and
 - v. Recommend that the Court grant the following:
 - Extend the time for approval of final accounts and for making a distribution to shareholders pursuant to CBCA s. 223(2)(b); and
 - Approve this report and the Liquidator's conduct and activities to date.
21. This report has been prepared by The Bowra Group Inc. in its capacity as Liquidator.

SUMMARY OF LIQUIDATION PLAN

22. The summary of the Liquidation Plan is as follows:
- i. Cease all Company activities except for any activity that would be beneficial to the stakeholders;
 - ii. Facilitate the completion of the sale of the WIS assets;
 - iii. Pay all expenses of the liquidation;
 - iv. Pay debenture holders and proven claims with the remaining funds distributed to shareholders;
 - v. Resolve all outstanding tax matters and finalize tax returns for WEQ and its subsidiaries; and

- vi. Wind up and dissolve WEQ and its subsidiaries.
- 23. The Company estimated an aggregate distribution to the shareholders of between \$2.20 to \$2.43 per share, as disclosed in the Company's management information circular dated October 26, 2018 which was provided to the Company's shareholders in connection with the meeting to approve the Asset Purchase Agreement and Liquidation Plan and which was presented to the court when the Liquidation Order was obtained.

SUMMARY OF LIQUIDATION PROCEEDINGS TO DATE

- 24. The primary asset of the liquidation proceedings were the remaining cash proceeds of \$85.5 million from the sale of the WIS assets to URI pursuant to the Asset Purchase Agreement, after payment in full of WEQ's secured creditors and payment of other unsecured liabilities of WEQ and its subsidiaries that occurred prior to the appointment of the Liquidator.
- 25. The Holdback was withheld by URI subject to post-closing purchase price adjustments and claims for indemnification by the Purchaser under the Asset Purchase Agreement (the "Post Closing Adjustment").
- 26. The cash proceeds of \$135.1 million, net of payment to secured creditors of \$31.8 million and the Holdback of \$13 million were paid to the Company on November 30, 2018.
- 27. After payment of liquidation expenses of \$4.8 million by the Company, net cash proceeds of approximately \$85.5 million were transferred to the Liquidator on December 17, 2018.
- 28. The net cash proceeds transferred to the Liquidator included cash balances maintained by the Company's subsidiaries. The cash balances of the subsidiaries were subject to claims and/or expenses outstanding or not yet incurred at the time of transfer. Claims and/or expenses of the subsidiaries were paid on an ongoing basis in the liquidation proceedings out of the consolidated accounts.
- 29. The Liquidator retained nine staff members of WEQ until December 31, 2018 and two staff members until March 31, 2019 to assist the Liquidator in these proceedings.

30. The Liquidator has and continues to work with staff, former management (including the CEO and CFO), legal counsel and the inspectors to perform its obligations pursuant to the Liquidation Plan.

Payment to Debenture Holders

31. Payment to debenture holders for full and final settlement of \$53.8 million was made on January 7, 2019 by the Liquidator.

Post Closing Adjustment Process with URI

32. The Liquidator, legal counsel and staff spent a significant amount of time to finalize the settlement of the transaction with URI. The settlement of the transaction among other issues required (i) Post Closing Banking Settlement (the "Banking Settlement") and (ii) Post Closing Adjustment with URI to determine the amount of the Holdback.
33. As part of post closing, URI and WEQ agreed that the existing bank accounts of WEQ would be maintained for a period of time to allow for the transition of the business, including customer accounts and payments, and collection of accounts receivable.
34. The Banking Settlement was calculated and agreed on February 26, 2019 resulting in a net payment to URI of \$1.9 million for collection of accounts receivable by the Liquidator on behalf of URI. The payment to URI for the Banking Settlement did not form part of the sale proceeds.
35. The initial Notice of the Post Closing Adjustment claim was issued by URI on February 27, 2019.
36. The Liquidator held numerous discussions and correspondence to negotiate the Post Closing Adjustment claim over a period of approximately four and a half months with URI. An Acknowledgement and Settlement Agreement was signed by URI and the Liquidator on July 16, 2019 (the "Acknowledgment and Settlement Agreement").
37. The Acknowledgement and Settlement Agreement resulted in a payment to WEQ of \$14.8 million which included the Holdback of \$13 million plus an additional recovery of \$1.8 million for Post Closing Adjustments.

38. The Acknowledgement and Settlement Agreement with URI requires the Company to pay for pre-liquidation payables not included in the Acknowledgement and Settlement Agreement. The outstanding pre-liquidation payables identified to date are estimated to be less than \$50,000.

Interim Dividend

39. The Liquidator made an interim distribution payment of \$32.8 million to shareholders representing a distribution of \$2.00 per share on July 26, 2019.

CLAIMS PROCEDURE

40. The Liquidator administered the claims in accordance with the Claims Procedure Order. There were 17 claims filed in the Claims Procedure, as summarized in the table below:

Claimant	Number of Claims	(\$000's)	
		Amount of Claim	Amount Paid
United Rentals of Canada Inc.	1	2,442	-
Other	16	470	101
Total Claims Filed	17	2,912	101

41. A summary of the major claims are as follows:
- i. URI filed a claim in the amount of \$2.4 million for indemnity claims in excess of the \$13 million Holdback from WEQ. This claim was resolved as part of the Acknowledgment and Settlement Agreement.
 - ii. The breakdown of the other 16 claims filed under the Claims Procedure which totals approximately \$470,000 is as follows:
 - a. 11 claims totalling approximately \$217,000 were filed relating to claims in the subsidiaries. The claims were paid as liquidation expenses and did not form part of the claims process; and

- b. 5 claims totalling approximately \$253,000 were filed which related to claims in WEQ. The claims filed have been disallowed, approved and paid, or otherwise settled pursuant to the Claims Procedure Order. The total amount paid for claims is \$101,000.
- iii. Pursuant to the Claims Procedure Order, the claims bar date was February 15, 2019. No material issues with claims are outstanding.

ONGOING ISSUES

- 42. The following issues remain in the liquidation and require a resolution before the Liquidator can determine a final distribution, if any, and finalize the administration:
 - i. Resolution of minor issues relating to the pre-liquidation payables with the Purchaser;
 - ii. Determination of any further potential recoverable assets that may be received from WEQ's subsidiaries;
 - iii. Resolution of outstanding tax matters in WEQ's subsidiaries including a PST audit in Manitoba, and a Canada Border Services Agency assessment;
 - iv. The wind up and dissolution of remaining WEQ's subsidiaries;
 - v. The filing of final tax returns for remaining WEQ's subsidiaries;
 - vi. The filing of the final tax return of WEQ, which can only occur after the filing of the final tax returns for remaining WEQ's subsidiaries; and,
 - vii. Applying to the Canada Revenue Agency ("CRA") for the issuance of clearance certificate pursuant to *Income Tax Act* for WEQ.
- 43. The Liquidator holds \$6.5 million to account for estimated remaining liquidation expenses, professional fees and a contingency for claims and/or tax obligations.
- 44. The Company and its tax accountant have advised there should be no taxes payable. However, until the final tax returns of WEQ and subsidiaries are filed and a clearance certificate is issued by the CRA, there always remain the potential for tax liabilities. CRA

may audit any final returns which would increase the cost and extend the time before a final distribution can be paid to shareholders.

45. The Liquidator is working to resolve all ongoing issues as fast as commercially reasonable in order to finalize these liquidation proceedings and make a final distribution to shareholders.
46. The ongoing issues may have a material impact on the final distribution to shareholders, if any, and until their resolution the Liquidator cannot provide an estimate of a final distribution.
47. Attached as **Appendix D** is the Liquidator's detailed interim statement of receipts and disbursements for the period December 17, 2018 to December 12, 2019. A summarized version is in the table below:

	\$000's
Receipts	
Cash transferred from WEQ's bank account	85,534
Holdback received from URI	14,899
Other income	957
	<u>101,390</u>
Disbursements	
Payment to debenture holders	53,849
Interim distribution to shareholders	32,804
Payment of Restricted Share Units (RSU's)	2,568
Post-closing banking adjustment to URI	1,945
Operating and other expenses	1,599
Professional fees including legal fees	772
Preliquidation expenses	623
Lease surrender payments	616
Claims paid	101
	<u>94,877</u>
Balance in the Liquidator's account on December 12, 2019	<u>6,513</u>

APPROVAL OF FINAL ACCOUNTS AND DISTRIBUTION

48. The Liquidator is seeking an extension of time under section 223(2)(b) of the CBCA regarding the approval of final accounts and applying for an order permitting the Liquidator to distribute the remaining cash of WEQ to its shareholders.
49. The Liquidator holds \$6.5 million to account for estimated remaining liquidation expenses, professional fees and a contingency for claims and/or tax obligations.
50. A distribution of the remaining cash cannot occur until the clearance certificates pursuant to the *Income Tax Act* are obtained from CRA.
51. The process for obtaining clearance certificates can only commence once WEQ's final tax return is filed. This can only occur after the filing of the final tax returns for WEQ's subsidiaries.
52. Ongoing issues relating to WEQ's subsidiaries such as PST in Manitoba and a Customs Border and Services Agency assessment, have delayed the Liquidator's ability to file the final tax returns for WEQ and its subsidiaries.

CONCLUSION AND RECOMMENDATION

Conclusion

53. To date in these liquidation proceedings the Liquidator has:
 - Made a payment for full and final settlement of outstanding debentures of \$53.8 million;
 - Completed the post-closing process for the WIS sale transaction; and
 - Paid an interim distribution of \$32.8 million or \$2.00 per share to WEQ shareholders.
54. Ongoing issues have led to delays in filing final tax returns for WEQ and its subsidiaries. Final tax returns are required before the Liquidator can request a clearance certificate from CRA and calculate and pay a final dividend; if any.
55. The resolution of the ongoing issues is required to finalize these proceedings.

Recommendation

56. The Liquidator respectfully recommends that the Court issue an Order to:

- Extend the time for approval of final accounts and for making a distribution to shareholders pursuant to CBCA s. 223(2)(b); and,
- Approve this report and the Liquidator's conduct and activities to date.

57. All of which is respectfully submitted this 16th day of December, 2019.

The Bowra Group Inc.

In its capacity as Liquidator of WEQ Holdings Inc.

Per:

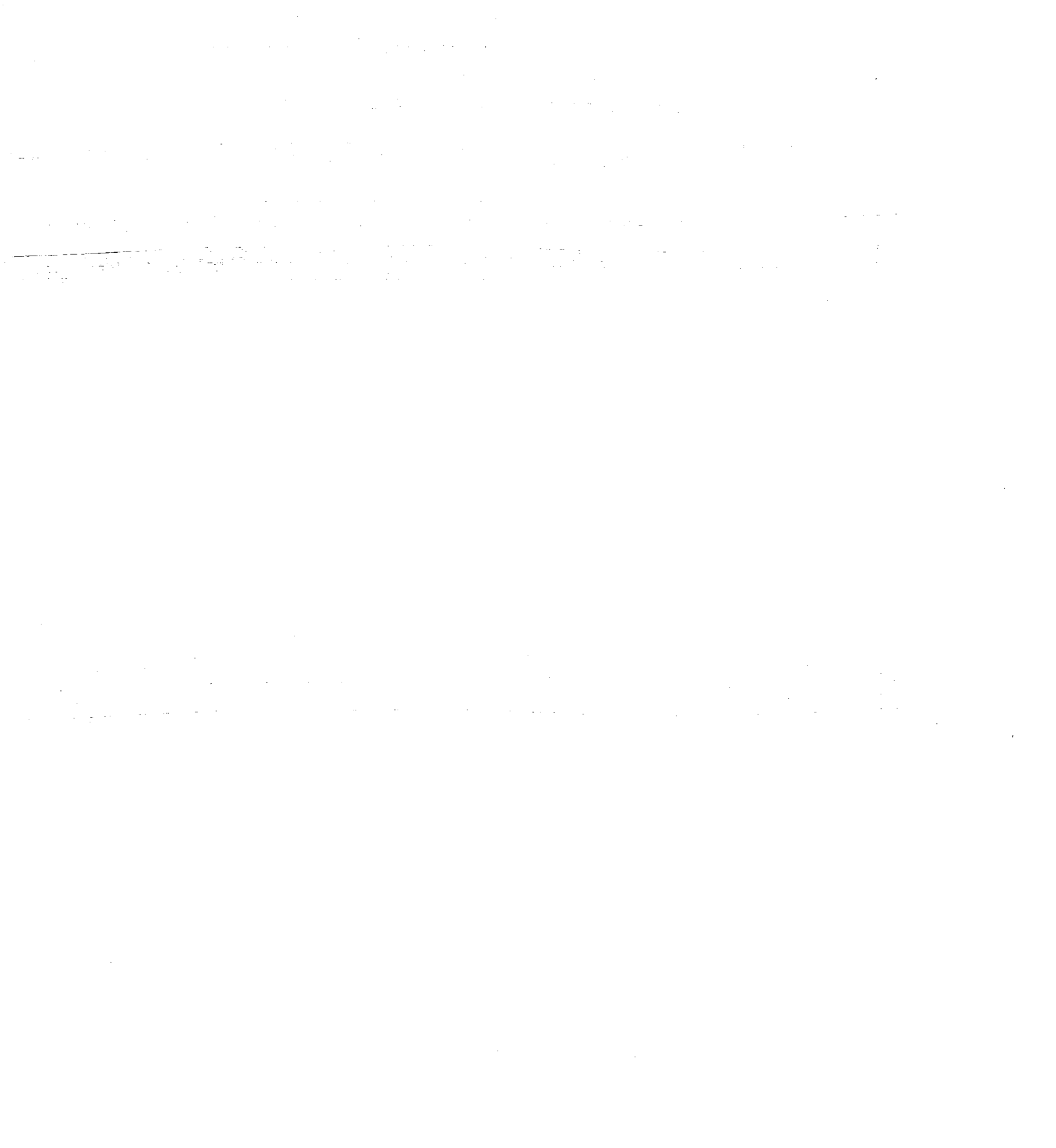
Mario Mainella, CPA, CA, CIRP

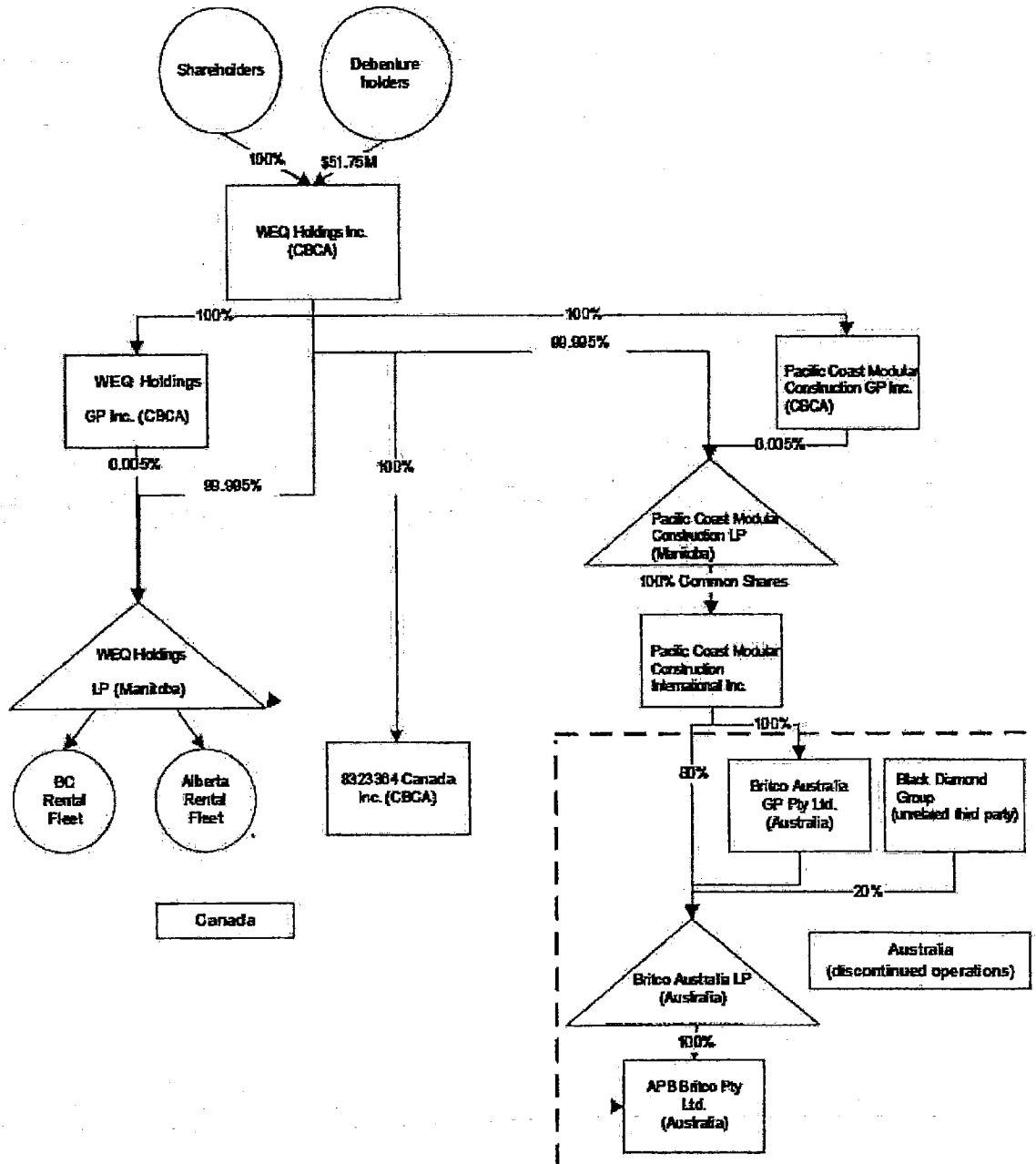
Per:

Gordon Brown, CPA, CA, CIRP

APPENDIX A

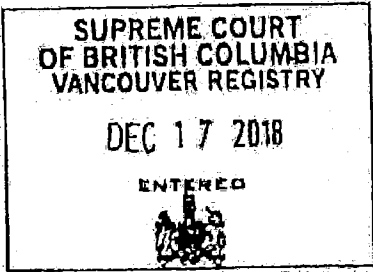
Detailed Organization Chart





APPENDIX B

A copy of the Liquidation Order dated December 17, 2018



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

LIQUIDATION ORDER

BEFORE THE HONOURABLE JUSTICE)

) The 17th day of December, 2018

)
BAKER)

ON THIS PETITION OF THE Petitioner, WEQ Holdings Inc. ("WEQ"), formerly WesternOne Inc., dated December 13, 2018, pursuant to section 211 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "CBCA") to have the voluntary liquidation of WEQ pursuant to the plan of liquidation and dissolution approved on November 28, 2018 at a special meeting of the shareholders and adopted by the directors of WEQ, effective December 17, 2018, and attached hereto as Schedule "A" (the "Liquidation Plan") continued under the supervision of this Court, coming on for hearing without notice 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 A. Robertson, counsel for the Liquidator and no one else appearing and on reading the affidavit of Robert King #1 sworn December 13, 2018.

SERVICE

1. THIS COURT ORDERS that the time for service of the Petition is hereby abridged and validated so that this Petition is properly returnable today and hereby dispenses with further service thereof.

LIQUIDATION PLAN

2. THIS COURT ORDERS AND DECLARES that the Liquidation Plan is hereby approved and affirmed and appoints the Bowra Group Inc. as the liquidator (the "Liquidator") thereunder, without security.
3. THIS COURT ORDERS that any capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Liquidation Plan.
4. THIS COURT ORDERS that that the liquidation of WEQ shall continue under the supervision of this Court and in accordance with the terms of the Liquidation Plan and any further order of this Court.
5. THIS COURT ORDERS that, for greater certainty, the Liquidator hereby has and shall have all of the powers and authorities as provided to it under the Liquidation Plan and the CBCA and any further order of this Court. The Liquidator shall have the authority to enter into agreements and execute documents, including becoming authorized signatories on bank accounts, for and on behalf of the Corporation pursuant to the powers and obligations of the Liquidator as contained in the Liquidation Plan or otherwise under the CBCA, including the powers of the directors and shareholders shall cease, except where expressly provided to them by the Liquidator.

NO PROCEEDINGS AGAINST THE PETITIONER OR THE PROPERTY

6. THIS COURT ORDERS that from the date of this Order until December 31, 2019 or unless this Court orders otherwise (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of WEQ or the Liquidator, or affecting any of WEQ's current or future assets, undertakings or properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "Property"), except with the written consent of the Liquidator, or with leave of this Court, and any and all Proceedings currently under way against or in respect of WEQ or affecting the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of WEQ or the Liquidator, or affecting the Property, are hereby stayed and suspended except with the written consent of the Liquidator, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Liquidator to carry on any business which WEQ is not lawfully entitled to carry on;
- (b) exempt the Liquidator from compliance with statutory or regulatory provisions relating to health, safety or the environment;
- (c) prevent the filing of any registration to preserve or re-perfect an existing security interest; or
- (d) prevent the registration of a claim for lien.

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

NO INTERFERENCE WITH RIGHTS

9. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sub-lease, licence or permit in favour of or held by WEQ, except with the written consent of the Liquidator, or leave of this Court.

CONTINUATION OF SERVICES

10. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with WEQ or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, employee benefits, transportation services, utility, leasing or other services to WEQ, are hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply

of such goods or services as may be required by the Liquidator, and that the Liquidator shall be entitled to the continued use of WEQ's current premises, telephone numbers and facsimile numbers, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Liquidator in accordance with normal payment practices of WEQ or such other practices as may be agreed upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

11. THIS COURT ORDERS that during the Stay Period, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of WEQ with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of WEQ whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers of WEQ.

THE LIQUIDATOR

12. THIS COURT ORDERS that, in the case of information requests submitted to the Liquidator by creditors or Shareholders, if the Liquidator has been advised by WEQ or determines in its discretion that the requested information is confidential or otherwise material and non-public, the Liquidator shall not provide such information to creditors or Shareholders of WEQ unless otherwise directed by this Court or on such terms as the Liquidator may agree. The Liquidator shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph.

13. THIS COURT ORDERS that, in addition to the rights and protections afforded under the CBCA and the Liquidation Plan or as an officer of this Court, neither the Liquidator nor any Inspectors shall incur any liability or obligation as a result of their appointment or the carrying out of the provisions of this Order or the Liquidation Plan, save and except for any gross negligence or wilful misconduct on their part. Nothing in this Order shall derogate from the protections afforded the by the CBCA, the Liquidation Plan or any applicable legislation.

14. THIS COURT ORDERS that the Liquidator and its counsel and counsel for WEQ shall be paid their reasonable fees and disbursements incurred both before and after the making of this Order, in each case at their standard reasonable rates and charges, by WEQ as part of the costs of

these proceedings. The Liquidator is hereby authorized and directed to pay its accounts and the accounts of its counsel and counsel for WEQ as and when such accounts are rendered.

15. THIS COURT ORDERS that the Liquidator, its counsel, and counsel for WEQ shall pass their accounts from time to time, and for this purpose the accounts of the Liquidator, its counsel and WEQ's counsel are hereby referred to a judge of this Court.

16. THIS COURT ORDERS that the Liquidator, its counsel and counsel for WEQ shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed \$200,000 at any particular time, as security for their professional fees and disbursements incurred at the standard rates and charges of the Liquidator and counsel, both before and after the making of this Order in respect of these proceedings, provided as it applies to the Holdback, the Administration Charge shall attach only to the rights of WEQ therein and WEQ's recourse thereto under and in accordance with the provisions of the Asset Purchase Agreement. The Administration Charge shall constitute a first charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

17. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

18. THIS COURT ORDERS that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings; (b) the provisions of any federal or provincial statutes; or (c) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds WEQ, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by WEQ of any Agreement to which it is a party;
- (b) none of the chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by WEQ pursuant to this Order and the granting of the Administration Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

19. THIS COURT ORDERS that all Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of WEQ, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 19 or in paragraph 20 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

20. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in

gaining immediate access to the information in the Records as the Liquidator may in its discretion require including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

21. THIS COURT ORDERS that the Liquidator shall have liberty to apply for further directions as to the disposal of the Records upon the completion of its duties under the CBCA.

INSPECTORS

22. THIS COURT ORDERS that the Liquidator shall consult with the Inspectors regarding the business and financial affairs of WEQ to the extent necessary to enable the Liquidator to adequately carry out its functions under the Liquidation Plan and any Order of this Court.

23. THIS COURT ORDERS that, notwithstanding anything to the contrary in the Liquidation Plan, the Inspectors are hereby only directed and empowered to:

- (a) provide guidance and assistance to the Liquidator to the extent necessary to enable the Liquidator to carry out its functions under the Liquidation Plan, this Order and any claims procedure approved by this Court;
- (b) be advised of, and provide input in respect of, material steps taken by the Liquidator pursuant to the Liquidation Plan, this Order and any claims procedure approved by this Court;
- (c) consult with the Liquidator in connection with the liquidation of WEQ under the Liquidation Plan and this Order;
- (d) participate in meetings convened by the Liquidator, as required by the Liquidator, to provide guidance on material developments in the liquidation of WEQ; and
- (e) perform such other duties as may be required by the Liquidator or this Court from time to time.

SERVICE AND NOTICE

24. THIS COURT ORDERS that, subject to any further orders made in this proceeding, the Liquidator may serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid

ordinary mail, courier, personal delivery or electronic transmission to WEQ's known creditors of WEQ with a debt as evidenced by its books and records as of the commencement of the liquidation or other interested parties (including the Purchaser) at their respective addressees as last shown on the records of WEQ and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

25. THIS COURT ORDERS that the Liquidator may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy and the Liquidator may post a copy of any or all such materials on its website at www.bowragroup.com.

DISPENSING WITH AUDITED FINANCIAL STATEMENTS AND SHAREHOLDER MEETING

26. THIS COURT ORDERS AND DECLARES that WEQ and the Liquidator are not required to produce or place before WEQ's Shareholders any further audited financial statements as required under subsections 155(1) and 159(1) of the CBCA or otherwise and that WEQ and the Liquidator be and are hereby exempt from the requirements of Part XIV of the CBCA regarding the appointment and duties of an auditor.

27. THIS COURT ORDERS AND DECLARES that WEQ and the Liquidator are hereby relieved of any obligation to call and hold a meeting (annual or otherwise) of WEQ's Shareholders as required under the CBCA, or otherwise, until such time as the Liquidator, in consultation with the Inspectors, determines necessary, or until further Order of this Court.

GENERAL

28. THIS COURT ORDERS that the Liquidator may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. 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.

30. 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.

31. THIS COURT ORDERS that any interested party (including the Liquidator) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

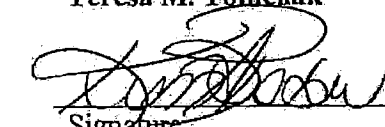
32. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01a.m. Pacific Time on the date of this Order.

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



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

This 17th day of December 20 18



Authorized Signing Officer

JOE MANTELL



By the Court

Registrar

Schedule A - Plan of Liquidation and Dissolution

SCHEDULE "A"

PLAN OF LIQUIDATION AND DISSOLUTION

WEQ HOLDINGS INC.

(formerly WESTERNONE INC.)

PLAN OF LIQUIDATION AND DISSOLUTION

December 17, 2018

**WEQ HOLDINGS INC.
PLAN OF LIQUIDATION AND DISSOLUTION**

WHEREAS the board of directors of WEQ Holdings Inc. (formerly WesternOne Inc.) (the "Board") has concluded that it is in the best interests of WEQ Holdings Inc. (the "Corporation" or "WEQ") to be wound up voluntarily pursuant to the *Canada Business Corporations Act* in accordance with the terms of this Liquidation Plan;

AND WHEREAS the Board passed a resolution authorizing the Corporation to seek Shareholder approval for the liquidation and dissolution of the Corporation and hold a special meeting of Shareholders to consider and vote to require the Corporation to be wound up voluntarily and, in connection therewith, approve this Liquidation Plan and such Shareholder meeting was held and Shareholder approval obtained;

NOW THEREFORE THIS Liquidation Plan is adopted by the Board as of the date set forth below, having the terms and conditions as set out herein.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Liquidation Plan:

"Asset Purchase Agreement" means the asset purchase agreement dated October 22, 2018, between the Corporation, WesternOne Rentals & Sales GP Inc., WesternOne Rentals & Sales LP, and United Rentals of Canada, Inc.;

"Assets" means all of the property, assets, undertaking and the proceeds thereof of the Corporation;

"Board" has the meaning given to it in the recitals of this Liquidation Plan;

"Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Vancouver, British Columbia;

"Calendar Day" means any day, including a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

"Canadian Dollars" or "CDN\$" means dollars denominated in lawful currency of Canada;

"CBCA" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44;

"CBCA Director" means the Director, as defined in and appointed under Section 260 of the CBCA;

"Claim" means:

- (a) any right of any Person against the Corporation in connection with any indebtedness, liability or obligation of any kind of the Corporation and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any 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 with respect to any matter, action, cause or chose in action; and

- (b) any existing or future right of any Person against any one or more of the Directors which arose or arises as a result of such Director's position, supervision, management or involvement as a Director or otherwise in any other capacity in connection with the Corporation whether such right, or the circumstances giving rise to it, arose before or after the Effective Date and whether enforceable in any civil, administrative or criminal proceeding,

but does not include an Equity Claim;

"Claim Bar Date" means the date on which a claim must be filed pursuant to the Claims Process;

"Claims Process" means the process approved by the Court for the identification, resolution and barring of Claims;

"Clearance Certificates" mean:

- (a) a certificate issued by the Minister pursuant to subsection 159(2) of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.) as amended (the "ITA"), or any equivalent thereto, certifying that all amounts for which WEQ is, or can reasonably be expected to become liable under the ITA, up to and including the date of distribution have been paid, or that the Minister has otherwise accepted security for payment;
- (b) a certificate issued by the Minister pursuant to subsection 23(5) of the *Canada Pension Plan*, R.S.C. 1985, c. C-8 (the "CPP"), or any equivalent thereto, certifying that all amounts for which WEQ is liable under the CPP up to and including the date of distribution, have been paid or that security for the payment thereof has been accepted by the Minister;
- (c) a certificate issued by the Minister pursuant to subsection 86(3) of the *Employment Insurance Act*, S.C. 1996, c. 23 (the "EIA"), or any equivalent thereto certifying the payment, or acceptance by the Minister of security for payment of all amounts for which WEQ is liable under the EIA up to and including the date of distribution;
- (d) a certificate issued by the Minister pursuant to subsection 81(1) of the *Excise Tax Act*, R.S.C. 1985, c. 6-15 (the "ETA"), or any equivalent thereto, certifying that no tax, penalty, interest or other sum under the ETA, chargeable against or payable by the Liquidator or chargeable against or payable in respect of the Assets, remains unpaid or that security for the payment thereof has, in accordance with section 80.1 of the ETA, been accepted by the Minister; and
- (e) a certificate issued by the Minister pursuant to subsection 270(3) of the ETA, or any equivalent thereto, certifying that all amounts payable or remittable under Part IX of the ETA by WEQ in respect of the reporting period during which the distribution is made or any previous reporting period, and all amounts that are, or can reasonably be expected to become, payable or remittable under Part IX of the ETA by the Liquidator in respect of the reporting period during which the distribution is made, has been paid or that security for the payment thereof has been accepted by the Minister.

"Corporation" has the meaning given to it in the recitals of this Liquidation Plan;

"**Court**" means the Supreme Court of British Columbia, Vancouver Registry;

"**Creditor**" means any Person with a Claim;

"**Debentures**" means the 6.25% convertible unsecured subordinated debentures of the Corporation issued in March 2013 pursuant to the supplemental trust indenture dated March 28, 2013;

"**Directors**" means all individuals who were, on or at any time before the Effective Date, directors of the Corporation, and the term "Director" shall mean any one of them;

"**Dissolution Date**" means the date on which the Corporation is dissolved pursuant to the CBCA or by order of the Court;

"**Effective Date**" means December 17, 2018;

"**Equity Claim**" means the entitlement to a distribution of a Shareholder in respect of Shares;

"**Governmental Authority**" means any nation or government, any province, state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any Legal Requirement and any corporation or other entity owned or controlled, through capital stock or otherwise by any of the foregoing;

"**Inspectors**" has the meaning given to it in Article 5.1;

"**Legal Requirement**" means any statute, law, treaty, rule, regulation, order, decree, writ, injunction or determination of any arbitrator, court, Governmental Authority or securities exchange and, with respect to any Person, includes all such Legal Requirements applicable or binding upon such Person, its business or the ownership or use of any of its assets;

"**Liquidation Date**" means the date on which the Shareholders pass the Resolution;

"**Liquidation Plan**" means this plan of liquidation and dissolution as it may be amended, modified, supplemented, restated or otherwise modified in accordance with its terms, or order of the Court;

"**Liquidator**" means the Person appointed from time to time pursuant to Articles 4.1, 4.5, or 4.6 in its capacity as liquidator of the Corporation;

"**Minister**" means the Minister of National Revenue;

"**Person**" means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government, agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other judicial entity howsoever designated or constituted domiciled;

"**Proven Claim**" means a Claim finally determined or accepted in accordance with the provisions of the Claims Process;

"**Public Trustee**" means the Public Guardian and Trustee pursuant to the *Public Guardian and Trustee Act*, R.S.B.C. 1996, c. 383;

"**Purchaser**" means United Rentals of Canada, Inc.;

“**Resolution**” means the special resolution of the Shareholders authorizing the voluntary liquidation and dissolution of the Corporation made in accordance with the CBCA and approving this Liquidation Plan;

“**Shareholders**” 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;

“**Shares**” means the common shares in the capital of the Corporation;

“**Tax Return**” means any report, return or other information required to be supplied to a taxing authority in connection with (a) all taxes, charges, fees, levies and other assessments (whether federal, provincial, local or foreign), including income, gross receipts, excise, property, sales, use, transfer, license, payroll, franchise, withholding, social security and unemployment taxes, and (b) any interest, penalties and additions related to the foregoing;

“**Transfer Agent**” means Computershare Investor Services Inc., as transfer agent for the Shares of the Corporation; and

“**TSX**” means the Toronto Stock Exchange.

1.2 Certain Rules of Interpretation

In this Liquidation Plan:

- (a) all references to currency are to Canadian Dollars, except as otherwise expressly indicated;
- (b) the division of this Liquidation Plan into articles, sections, subsections and clauses and the insertion of headings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Liquidation Plan. The terms “this Liquidation Plan”, “hereof”, “hereunder”, “herein” and similar expressions refer to this Liquidation Plan and not to any particular article, section, subsection or clause and include any plan supplemental hereto. Unless otherwise indicated, any reference in this Liquidation Plan to an article, section, subsection, clause or schedule refers to the specified article, section, subsection, clause or schedule of or to this Liquidation Plan;
- (c) the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Liquidation Plan to such Person (or Persons) or circumstances as the context otherwise permits;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes without limitation” and “including without limitation”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Vancouver, British Columbia and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m., on such Business Day. Unless otherwise specified, the time period within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day. Whenever any payment to be made or action to

be taken under this Liquidation Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day;

- (f) unless otherwise specified, where any reference to an event occurring within any number of "days" appears in this Liquidation Plan, such reference means Calendar Days and not Business Days; and
- (g) unless otherwise provided, any reference to a statute, or other enactment of parliament or a legislature includes all regulations made thereunder, all enactments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation.

ARTICLE 2 PURPOSE OF THE PLAN

2.1 Purpose

The purpose of this Liquidation Plan is to provide for a plan of liquidation and distribution of the Assets, payment or settlement of all Claims and dissolution of the Corporation.

2.2 Commencement of Liquidation and Dissolution

The voluntary liquidation and dissolution of the Corporation shall commence on and as of the Effective Date.

2.3 Affected Persons

This Liquidation Plan will be implemented under the CBCA and, as of the Effective Date will be binding on the Corporation, the Directors, the Inspectors, the Liquidator and the Shareholders in accordance with its terms. On the Liquidation Date, each Shareholder shall be deemed to have consented and agreed to all of the provisions of this Liquidation Plan in their entirety.

ARTICLE 3 EFFECT OF PLAN

3.1 Share Transfers

If not already otherwise halted and/or delisted, on and as of the Effective Date, the Shares and Debentures will be halted and shall cease to trade on the TSX.

3.2 Corporation to Cease Business

On and as of the Effective Date, the Corporation shall cease to carry on its undertaking, except in so far as may be required as beneficial for the liquidation and dissolution thereof in the discretion of the Liquidator, but its corporate existence and all its corporate powers, even if it is otherwise provided by its articles or by-laws, shall continue under the control of the Liquidator until its affairs are wound up.

3.3 Resignation of Directors

On and as of the Effective Date, all the powers of the Directors shall cease and the Directors shall be deemed to have resigned.

**ARTICLE 4
THE LIQUIDATOR**

4.1 Appointment of Liquidator

On and as of the Effective Date, the Bowra Group Inc. is hereby appointed as the liquidator of the estate and effects of the Corporation (the "Liquidator") for the purpose of liquidation and dissolution of its business and affairs and distributing its Assets, after satisfying all Claims, all in accordance with the terms of this Liquidation Plan, and who shall serve until removal and replacement in accordance with this Liquidation Plan. The Liquidator shall have the authority to enter into agreements and execute documents for and on behalf of the Corporation pursuant to the powers and obligations of the Liquidator as contained in this Liquidation Plan or otherwise under the CBCA.

4.2 Mandatory Obligations of the Liquidator

The Liquidator is expressly directed, empowered and authorized to, and shall:

- (a) deposit all money that the Liquidator has belonging to the Corporation in any bank of Canada listed in Schedule I or II to the *Bank Act* (Canada) or in any other depository approved by the Court, and as approved by the Inspectors, which deposit shall not be made in the name of the Liquidator individually, but shall be a separate deposit account in the Liquidator's name as Liquidator of the Corporation, and such money shall be withdrawn for payment of Claims or fees and expenses incurred in connection with the implementation of the Liquidation Plan and signed in accordance with such signing authorities as may be determined by the Liquidator in consultation with the Inspectors;
- (b) forthwith after the Effective Date, make an application to the Court under section 211(8) of the CBCA to have the liquidation of the Corporation supervised by the Court if the Liquidator considers such an application advisable under the circumstances then existing;
- (c) implement the Claims Process;
- (d) following the Effective Date and the delisting of the Shares and Debentures from the TSX, take all necessary steps and/or sign all such documents as necessary to ensure that all transfers of Shares and Debentures thereafter shall be void unless made with the explicit sanction of the Liquidator;
- (e) pay or otherwise satisfy all Proven Claims from the Assets in accordance with the Claims Process;
- (f) pay or otherwise satisfy the obligations relating to the Debentures in accordance with their contractual terms including terms with respect to timing of payment under the change of control offer which is payable on January 4, 2019 or the redemption notice which is payable on January 7, 2019. Such payments can be made by the Liquidator without obtaining a proof of claim under the Claims Process;
- (g) make up an account showing the manner in which the liquidation and dissolution has been conducted and the Assets disposed;
- (h) after satisfying all Proven Claims in accordance with the provisions of the CBCA and any order of the Court and payment of the expenses of the liquidation, distribute the remaining Assets ratably among the registered Shareholders according to their rights and interests in the Corporation;

- (i) cause to be filed with the appropriate Governmental Authority all Tax Returns required to be filed by WEQ; and
- (j) remit all taxes required to be remitted by WEQ in accordance with all applicable statutes, all outstanding CPP contributions and EIA premiums, including any associated interest and penalties and obtain the Clearance Certificates.

4.3 Discretionary Powers of the Liquidator

The Liquidator is expressly empowered and authorized, but not obligated, to do any of the following:

- (a) make an application to the Court under Section 211(8) of the CBCA to have the liquidation of the Corporation supervised by the Court if the Liquidator considers such an application advisable under the circumstances then existing;
- (b) with the prior approval of the Inspectors, bring or defend any action, suit or prosecution, or other legal proceedings, civil or criminal, in the name and on behalf of the Corporation;
- (c) oversee and address any of the Corporation's obligations under the Asset Purchase Agreement with the Purchaser;
- (d) engage any former employee of the Corporation on a "term and task" basis to assist with the Liquidator's administration and implementation of the Liquidation Plan;
- (e) do all acts and execute, in the name and on behalf of the Corporation, all documents, and for that purpose use the seal of the Corporation, if any;
- (f) in accordance with the Claims Process or any further order of the Court and with the approval of the Inspectors, make such compromise or other arrangement as the Liquidator thinks expedient with any creditor or person claiming to be a creditor or having or alleging that he, she or it has a Claim whereby the Corporation may be rendered liable;
- (g) in accordance with the Claims Process or any further order of the Court and with the approval of the Inspectors, compromise all debts and liabilities capable of resulting in debts, and all Claims, whether present or future, certain or contingent, liquidated or unliquidated, subsisting or supposed to subsist between the Corporation and any contributory, alleged contributory or other debtor or person who may be liable to the Corporation and all questions in any way relating to or affecting the Assets, or the liquidation and dissolution of the Corporation, upon the receipt of such sums payable at such times and generally upon such terms as are agreed, and the Liquidator may take any security for the discharge of such debts or liabilities and give a complete discharge in respect thereof;
- (h) at any time after the affairs of the Corporation have been fully wound up make an application to the Court for an order dissolving the Corporation;
- (i) retain legal counsel if, in the Liquidator's judgment, legal counsel is necessary or advisable in order to assist or advise the Liquidator in the performance of its obligations pursuant to this Liquidation Plan;
- (j) apply to Court for directions in respect of the performance of its obligations, or anything else necessary for the liquidation and dissolution of the business and affairs of the Corporation and distributing the Assets;

- (k) in accordance with the provisions of the CBCA and any order of the Court, make or cause to be made, from time to time, any interim distributions or distributions in kind of portions of the Assets to the registered Shareholders rateably among the registered Shareholders according to their rights and interests in the Corporation, as considered appropriate and approved by the Inspectors, and while maintaining such reserves as are reasonably necessary to provide for all Claims;
- (l) at any time after the Effective Date and following the delisting of the Shares and Debentures from the TSX, request the Transfer Agent to refrain from making any changes to the registers maintained by the Transfer Agent in respect of the Shares, except with the explicit sanction of the Liquidator;
- (m) apply to the relevant securities commissions to cease to be a reporting issuer; and
- (n) do and execute all such other things as are necessary for the liquidation and dissolution of the business and affairs of the Corporation and distributing the Assets.

4.4 Reporting Obligations

The Liquidator shall report to the Inspectors at such times and intervals as the Liquidator may deem appropriate with respect to matters relating to the Assets, the Corporation and such other matters as may be relevant to this Liquidation Plan.

4.5 Removal of the Liquidator

The Liquidator may be removed by order of the Court pursuant to a motion brought following either:

- (a) a resolution of the majority of the Inspectors; or
- (b) a determination by the Liquidator, in its discretion, to be discharged by the Court;

but only if such order of the Court appoints another liquidator in the Liquidator's stead which successor liquidator shall become the Liquidator under this Liquidation Plan.

4.6 Resignation of the Liquidator and Filling Vacancy

If the Liquidator resigns or is discharged by order of the Court, then a successor liquidator shall be appointed by resolution of the majority of Inspectors, or by order of the Court, and such successor liquidator shall become the Liquidator under this Liquidation Plan.

4.7 Fees of the Liquidator and its counsel

The Liquidator and its counsel, if any, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, from the Assets as and when the Liquidator or its counsel renders an account to the Corporation and such account is approved by the Inspectors. Pursuant to Section 223(1) of the CBCA, the costs, charges and expenses of the liquidation and dissolution, including the remuneration of the Liquidator and its counsel, are payable out of the Assets in priority to all other Claims. In the event of a dispute between the Liquidator and Inspectors with respect to the Liquidator's fees and disbursements, including the fees of its counsel, the Liquidator may apply to the Court.

4.8 Indemnity

The Corporation hereby releases, holds harmless, and indemnifies the Liquidator from and against all liabilities, claims and costs of any nature arising from the Liquidator's execution of this Liquidation Plan, save and except any such liabilities, claims or costs arising as a result of the Liquidator's fraud, gross negligence or wilful misconduct.

**ARTICLE 5
INSPECTORS**

5.1 Appointment of Inspectors

On and as of the Effective Date, Robert King and Jason Gray are hereby appointed as inspectors of the Corporation's liquidation pursuant to Section 217 of the CBCA (the "Inspector" or "Inspectors").

5.2 Approval of Inspectors

For any action or inaction which requires the approval of the Inspectors under this Liquidation Plan, by order of the Court or pursuant to the CBCA, such approval shall exist if a majority of the Inspectors approve of the action or inaction by vote at a meeting of Inspectors or otherwise by written resolution signed by a majority of the Inspectors.

5.3 Meetings of Inspectors

The Liquidator or any one of the Inspectors may call a meeting of Inspectors by providing all of the Inspectors with two days written notice of such meeting, which notice may be waived by the Inspectors in their discretion. Such meetings may be held by teleconference. Quorum for any meeting of Inspectors shall be a majority of the Inspectors. Each of the Inspectors shall have one vote at any such meetings. The Liquidator shall have no vote at such meetings but may chair such meetings with the approval of a majority of the Inspectors.

5.4 Removal of Inspectors

An Inspector may be removed by:

- (a) order of the Court; or
- (b) ordinary resolution of the Shareholders at a meeting called for the purpose of removing an Inspector;

5.5 Filling Vacancies of Inspectors

There shall always be at least one Inspector and not more than three Inspectors at any time. Any vacancy in the number of permissible Inspectors may be filled by election by the majority of remaining Inspectors.

5.6 Remuneration of Inspectors

The compensation paid to Inspectors shall be \$10,000 per Inspector per year, plus \$500 per Inspector per day on which meetings of Inspectors are held for attendance at such meetings in person or, if attended by conference call, \$250 per Inspector per day.

5.7 Indemnity

The Corporation hereby releases, holds harmless, and indemnifies the Inspectors from and against all liabilities, claims and costs of any nature arising from the Inspector's actions as an Inspector under the Liquidation Plan and pursuant to the CBCA, save and except any such liabilities, claims or costs arising as a result of the Inspector's fraud, gross negligence or wilful misconduct.

**ARTICLE 6
DISTRIBUTIONS**

6.1 Delivery of Distribution to Shareholders

Unless otherwise directed, distributions to registered Shareholders shall be made by the Liquidator at the addresses set forth in the registers maintained by the Transfer Agent in respect of the Shares as at the date of any such distribution, or if applicable, and to the extent differing from the foregoing, at the address of such registered Shareholder's respective legal representatives, in trust for such registered Shareholder. Beneficial holders of Shares shall be entitled to receive distributions only through the applicable registered Shareholder on the registers maintained by the Transfer Agent in respect of the Shares.

6.2 Undeliverable Distributions to Shareholders

Where the Liquidator is unable to distribute rateably the Assets among the registered Shareholders because a registered Shareholder is unknown or a registered Shareholder's whereabouts is unknown, the share of the Assets of such registered Shareholder may, by agreement with the Public Trustee or as otherwise ordered by the Court, be delivered or conveyed by the Liquidator to the Public Trustee or such other party as ordered by the Court to be held in trust for the registered Shareholder, and such delivery or conveyance shall be deemed to be a distribution to that registered Shareholder of his, her or its rateable share for the purpose of this Liquidation Plan.

6.3 Interim Distributions

Any distributions to registered Shareholders (other than any final distribution on the cancellation of the Shares) shall be either as a reduction of stated capital, subject to satisfying the applicable solvency tests in the CBCA, or as a dividend. Subject to applicable law, the determination as to whether or not to make any such interim distribution and whether or not any such interim distribution is made as a reduction of stated capital or as a dividend shall be made by the Inspectors.

**ARTICLE 7
COMPLETION OF THE LIQUIDATION PLAN**

7.1 Discharge of Liquidator and Inspectors

At the Dissolution Date, the Liquidator and Inspectors shall be discharged and shall have no further obligations or responsibilities, except only with respect to any remaining duties or power required to implement and give effect to the terms of this Liquidation Plan.

**ARTICLE 8
GENERAL PROVISIONS**

8.1 Liquidation Plan Amendment

- (a) The Liquidator and Inspectors may, at any time prior to the Dissolution Date, agree to amend, modify and/or supplement this Liquidation Plan without the approval of the Court, (i) in order to

correct any clerical or typographical error, (ii) as required to maintain the validity or effectiveness of this Liquidation Plan as a result of any change in any Legal Requirement, or (iii) in order to make any change that in the opinion of the Liquidator and the Inspectors is administrative in nature and does not materially change the terms of this Liquidation Plan.

- (b) Subject to the ability of the Liquidator and Inspectors to agree to amend, modify and/or supplement or amend this Liquidation Plan without the approval of the Court as provided in Article 8.1(a), the Liquidator and Inspectors reserve the right, at any time prior to the Dissolution Date, to amend, modify and/or supplement this Liquidation Plan, provided that any such amendment, modification or supplement shall not be effective until approved by the Court.

8.2 Severability

In the event that any provision in this Liquidation Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered and interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Liquidation Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

8.3 Paramountcy

From and after the Liquidation Date, any conflict between: (i) this Liquidation Plan; and (ii) any information summary in respect of this Liquidation Plan, or the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, document or agreement, written or oral, and any and all amendments and supplements thereto existing between the Corporation and any of the Shareholders, Directors, Liquidator, and Inspectors as at the Liquidation Date, will be deemed to be governed by the terms, conditions and provisions of this Liquidation Plan, which shall take precedence and priority.

8.4 Responsibilities of the Liquidator

The Liquidator will have only those powers granted to it by this Liquidation Plan, by the CBCA and by any order of the Court.

8.5 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Liquidation Plan and may, subject as hereinafter provided, be made or given by personal delivery, by fax, courier or e-mail addressed to the respective parties as follows:

- (a) if to a Shareholder:

at the addresses set forth in the securities register kept at the Transfer Agent;

- (b) if to a Creditor:

at the addresses set forth in the books and records of the Corporation or the proofs of claim filed by such Creditor in accordance with the Claims Process;

- (c) if to the Corporation or the Liquidator:

The Bowra Group Inc.

Attention: Mario Mainella
Fax: 604-689-8584
E-mail: westernone@bowrargroup.com

with a copy to (which shall not constitute notice):

Farris, Vaughan, Wills & Murphy LLP

Attention: B. R. (Brian) Canfield, counsel for the Corporation
Fax: 604-661-9349
E-mail: bcanfield@farris.com

and

Lawson Lundell LLP

Attention: Kimberley Robertson, counsel for the Liquidator
Fax: 604-641-4428
E-mail: krobertson@lawsonlundell.com

(d) if to the Inspectors:

c/o Farris, Vaughan, Wills & Murphy LLP

Attention: B. R. (Brian) Canfield
Fax: 604-661-9349
E-mail: bcanfield@farris.com

or to such other address as any party may from time to time notify the others in accordance with this Article 8.5. All such notices and communications which are delivered shall be deemed to have been received on the date of delivery. Any such notices and communications which are faxed shall be deemed to be received on the date faxed if sent before 5:00 p.m. Pacific Standard Time on a Business Day and otherwise shall be deemed to be received on the Business Day next following the day upon which such fax was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by the Liquidator to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Liquidation Plan.

8.6 Governing Law

The Liquidation Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to conflict of laws. All questions as to the interpretation or application of this Liquidation Plan and all proceedings taken in connection with this Liquidation Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

The foregoing Liquidation Plan being adopted by the Board as of this 17th day of December, 2018.

BY THE ORDER OF THE BOARD

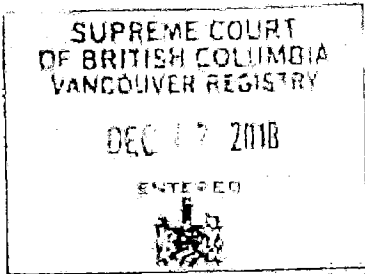
Per: _____

Name: Robert A. B.

Title: Chairman

APPENDIX C

A copy of the Claims Procedure Order dated December 17, 2018



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.

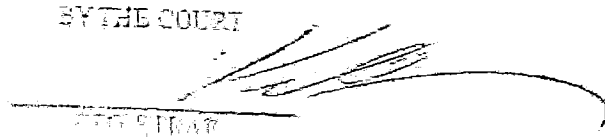
54. THIS COURT ORDERS that in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Liquidation Plan and this Order, the terms, conditions and provisions of this Order shall govern and be paramount, and the Liquidation Plan shall be deemed to be amended to the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



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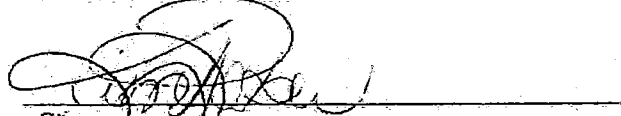
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.



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)

APPENDIX D

Liquidator's Interim Statement of Receipts and Disbursements

For the period December 17, 2018 to December 12, 2019

**In the Matter of the Liquidation WEQ Holdings Inc. (formerly WesternOne Inc.)
Interim Statement of Receipts and Disbursements
For the period December 17, 2018 to December 12, 2019**

	\$s
Receipts	
Cash transferred from WEQ's bank account	85,534,161
Holdback received from URI	14,898,752
Other income	
Interest income	504,582
Insurance refund	280,185
Corporate tax refunds	89,003
Sale of sundry assets and other income ¹	76,557
GST refund	6,340
	956,667
Total Receipts	101,389,579
Disbursements	
Payment to debenture holders	53,849,230
Interim distribution to shareholders	32,804,088
Payment of Restricted Share Units (RSU's)	2,567,766
Post-closing banking adjustment to URI	1,945,152
Operating and other expenses	
Payroll and benefits	741,362
Operating and other expenses ²	329,487
Carbon tax assessment ³	237,941
Insurance	112,344
GST and PST paid	92,737
Rent paid	84,611
	1,598,481
Professional fees including legal fees	772,277
Preliquidation expenses ⁴	622,743
Lease surrender payments	616,027
Claims paid	101,327
Total Disbursements	94,877,092
Balance in the Liquidator's account on December 12, 2019	6,512,488

Notes:

1. Sale of sundry assets and other income consist of proceeds from the sale of computer equipment and furniture for WEQ's corporate head office and rental income from subleases operated by WEQ's subsidiaries.
2. Operating and other expenses consist of contractor costs, inspector fees, marketing expenses, computer and software expenses, internet and utilities costs, bank charges and other associated with performance of the Liquidator's duties.
3. Carbon tax assessment consist of a payment to the Alberta Tax and Revenue Administration for a fuel tax adjustment relating to a fuel tax audit of WEQ's subsidiaries.
4. Preliquidation expenses consist of cheques printed before the appointment of the Liquidator on December 17, 2018 but cleared the bank account after December 17, 2018.