



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)
SAKER) The 17th day of December, 2018
)

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.

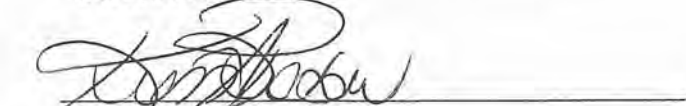
32. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01a.m. Pacific Time on the date of this Order.

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 2018


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 WESTERONE 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 rateably 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@bowragroup.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 [Signature]

Title: Chairman