

No. S-186972  
VANCOUVER REGISTERY

In the Supreme Court of British Columbia

GREENBANK CAPITAL INC.

PETITIONER

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE BUSINESS  
CORPORATIONS ACT, S.B.C. 2002, c.57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONG GREENBANK  
CAPITAL INC., ITS SECURITY HOLDERS, UBIQUE MINERALS LIMITED INC.,  
BUCHANS WILEYS EXPLORATION INC. AND GANDER EXPLORATION INC.

**ORDER MADE AFTER APPLICATION  
FINAL ORDER**

BEFORE )  
          ) THE HONOURABLE )  
          ) Mr. Justice ) 2/August/2018  
          ) Tammen )  
          ) )  
          ) )

UPON THE APPLICATION of the Petitioner, GreenBank Capital Inc. (“GreenBank”), coming on for a hearing at Vancouver, British Columbia, on this date, upon hearing Thomas J. Moggan, articulated student for GreenBank and no one appearing on behalf of any other person, firm or corporation; and upon reading the Petition filed June 20, 2018, the Interim Order made June 26, 2018 (the “Interim Order”), the Affidavit #1 of Daniel Wettreich made June 20, 2018 and Affidavit #2 of Daniel Wettreich made July 20, 2018;

AND UPON being advised by Mr. Moggan that no Response to the Petition were delivered in accordance with the Interim Order;

AND UPON considering the arrangement (the “Arrangement”) described in the Plan of Arrangement attached as Schedule “A” hereto (the “Plan of Arrangement”);

AND UPON considering the substantive and procedural fairness of the Arrangement, and the transactions contemplated by the Arrangement, to the parties affected by it;

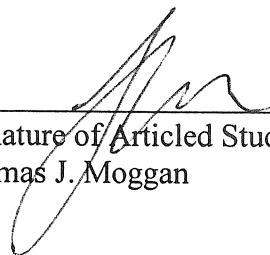
AND UPON being advised that this Order will serve as the basis for a claim of an exemption pursuant to Section 3(a)(10) of the *United States Securities Act* of 1933, as amended, from registration requirements otherwise imposed by that act, with respect to the issuance and exchange of securities in connection with the Arrangement;

AND UPON it appearing that notice of time and place of hearing of this application was given in accordance with the Interim Order, and such hearing was open to all persons to whom it is proposed to issue the securities pursuant to the Arrangement without any improper impediments;

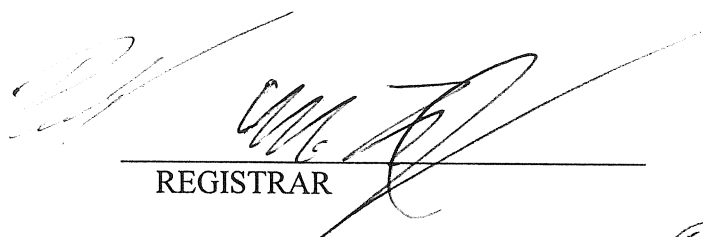
THIS COURT ORDERS AND DECLARES that:

1. The Arrangement, including the terms and conditions thereof and the issuances and exchanges of securities contemplated therein, is procedurally and substantively fair and reasonable to the Company's shareholders;
2. The Arrangement be and is hereby approved pursuant to the provisions of the *British Columbia Business Corporations Act*, SBC 2002, c.57, as amended;
3. The Arrangement shall be implemented as set forth in the Plan of Arrangement, and that upon implementation of the Plan of Arrangement, the Arrangement shall become effective and binding in accordance with its terms; and
4. The Company shall be entitled to seek the advice and direction of this Court as to the implementation of this Order, and to apply for such further order or orders as may be deemed appropriate or necessary with respect to the Arrangement.

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

  
 \_\_\_\_\_  
 Signature of Articled Student for the Petitioner,  
 Thomas J. Moggan

BY THE COURT

  
 \_\_\_\_\_  
 REGISTRAR



# SCHEDULE "A"

## PLAN OF ARRANGEMENT

### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

"Arrangement", "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to the proposed arrangement involving GreenBank, UBIQUE, BUCHANS WILEYS and GANDER and the GreenBank Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"Arrangement Agreement" means the arrangement agreement among GreenBank, UBIQUE, BUCHANS WILEYS, and GANDER, and all amendments thereto;

"Arrangement Provisions" means Division 5 of Part 9 of the BCA;

"Arrangement Resolution" means the special resolution in respect to the Arrangement and other related matters to be considered at the GreenBank Meeting;

"BCA" means the *Business Corporations Act*, (British Columbia), as amended or replaced from time to time;

"Business Day" means any day other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

"Circular" means the management information circular to be sent to the GreenBank Shareholders in connection with the GreenBank Meeting;

"Court" means the Supreme Court of British Columbia;

"Effective Date" means the Business Day following the date of the Final Order, the date that Arrangement shall become effective under the BCA;

"Final Order" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"UBIQUE" means Ubique Minerals Limited., a private company incorporated under the Business Corporations Act (British Columbia);

"UBIQUE Distribution Shares" means the UBIQUE Shares that are to be distributed to the GreenBank Shareholders pursuant to §2.4;

"UBIQUE Shareholder" means the holder of approximately 26% of UBIQUE Shares, which shall remain GreenBank until the completion of the Plan of Arrangement;

"UBIQUE Shares" means the common shares of UBIQUE;

"BUCHANS WILEYS Shareholder" means the holder of approximately 26% of BUCHANS WILEYS Shares, which shall remain GreenBank until the completion of the Plan of Arrangement;

"BUCHANS WILEYS Shares" means the common shares of BUCHANS WILEYS;

"GANDER Shareholder" means the holder of approximately 20% of GANDER Shares, which shall remain GreenBank until the completion of the Plan of Arrangement;

"GANDER Shares" means the common shares of GANDER;

"Interim Order" means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the GreenBank Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Parties" means GreenBank, UBIQUE, BUCHANS WILEYS and GANDER and

"Party" means any one of them;

"Plan" or "Plan of Arrangement" means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and the Arrangement Agreement;

"Registrar" means the Registrar of Companies for the Province of British Columbia;

"Share Distribution Record Date" means the Record Date for the GreenBank Meeting, which date establishes the GreenBank Shareholders who will be entitled to receive UBIQUE, BUCHANS WILEYS and GANDER Shares pursuant to this Plan of Arrangement;

"Tax Act" means the *Income Tax Act* (Canada), as amended;

"Transfer Agent" means Reliable Stock Transfer Inc.;

"GreenBank" means GreenBank Capital Inc., a company incorporated under the BCA;

"GreenBank Meeting" means the meeting of GreenBank Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

"GreenBank Shareholder" means a holder of GreenBank Shares;

"GreenBank Shares" means the common shares without par value in the authorized share structure of GreenBank;

"GreenBank Distribution Shares" means the Shares that are to be distributed to the GreenBank Shareholders pursuant to §2.4;

**1.2 Interpretation Not Affected by Headings**

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

**1.3 Article References**

Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement

**1.4 Number and Gender**

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

**1.5 Capitalized Terms**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

**1.6 Date for Any Action**

If any date on which any action is required to be taken hereunder by any of the Parties falls on a day that is not a Business Day, such action is required to be taken on the next succeeding day which is a Business Day.

**1.7 Currency**

All references to currency in this Plan of Arrangement are to Canadian dollars.

**ARTICLE 2**

**ARRANGEMENT**

**2.1 Arrangement Agreement and Effective Date**

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement as it may be amended and in accordance with the directions of the Court. The Arrangement as set forth in the Plan of Arrangement will become effective on the Effective Date in accordance with the terms thereof and hereof.

**2.2 Conditions Precedent**

The implementation of this Plan of Arrangement is expressly subject to the fulfillment and/or waiver by the Party or Parties entitled of the conditions precedent set out in the Arrangement Agreement.

### 2.3 Binding Nature

The Arrangement shall become final and conclusively binding on the GreenBank, UBIQUE, BUCHANS WILEYS and GANDER Shareholders, on the Effective Date.

### 2.4 Arrangement Procedure

On the Effective Date the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding any other provisions hereof, but subject to the provisions of Article 3:

#### UBIQUE

- (a) GreenBank will transfer 4,400,000 UBIQUE Distribution Shares to the GreenBank Shareholders as a dividend, as contemplated by §2.4(b) of the Plan of Arrangement;
- (b) GreenBank shall transfer the UBIQUE Distribution Shares to each GreenBank Shareholder on the basis of 0.16413 UBIQUE Distribution Share for every one GreenBank Share held as of the Share Distribution Record Date; and
- (c) each holder of UBIQUE Distribution Shares shall be added to the central securities register of UBIQUE.

#### BUCHANS WILEYS

- (a) GreenBank will transfer 2,200,000 BUCHANS WILEYS Distribution Shares to the GreenBank Shareholders as a dividend, as contemplated by §2.4 (b) of the Plan of Arrangement.
- (b) GreenBank shall transfer the BUCHANS WILEYS Distribution Shares to each GreenBank Shareholder on the basis of 0.08206 BUCHANS WILEYS Distribution Share for every one GreenBank Share held as of the Share Distribution Record Date.
- (c) each holder of BUCHANS WILEYS Distribution Shares shall be added to the central securities register of BUCHANS WILEYS.

#### GANDER

- (a) GreenBank will transfer 495,000 GANDER Distribution Shares to the GreenBank Shareholders as a dividend, as contemplated by §2.4 (b) of the Plan of Arrangement.
- (b) GreenBank shall transfer the GANDER Distribution Shares to each GreenBank Shareholder on the basis of 0.01846 GANDER Distribution Share for every one GreenBank Share held as of the Share Distribution Record Date
- (c) each holder of GANDER Distribution Shares shall be added to the central securities register of GANDER

## 2.5 Fractional Shares

Notwithstanding §2.4(b) and (e), no fractional UBIQUE, BUCHANS WILEYS and GANDER Shares shall be distributed to the GreenBank Shareholders and as a result all fractional share amounts arising under such sections shall be rounded to the nearest whole number. Any UBIQUE, BUCHANS WILEYS, and GANDER Distribution Shares not distributed as a result of such rounding shall be dealt with as determined by the board of directors of GreenBank in its absolute discretion.

## 2.6 Valid Issuance of Shares

All shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA.

## 2.7 Further Acts

Notwithstanding that the transactions or events set out in this Article 2 occur and shall be deemed to occur in the order herein set out without any further act or formality, each of GreenBank, UBIQUE, BUCHANS WILEYS and GANDER agree to make, do and execute or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required by it in order to further document or evidence any of the transactions or events set out in this Article 2 including, without limitation, any resolutions of directors authorizing the issue, transfer or cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor and any necessary additions to or deletions from share registers.

## 2.8 Trades after the Share Distribution Record Date

GreenBank Shares traded after the Share Distribution Record Date shall not carry any right to receive a portion of the UBIQUE, BUCHANS WILEYS and GANDER Distribution Shares

# ARTICLE 3

## DISSENTING SHAREHOLDERS

3.1 Notwithstanding Article 2 hereof, holders of GreenBank Shares may exercise rights of dissent (the "Dissent Right") in connection with the Arrangement pursuant to the Interim Order, if any, and in the manner set forth in sections 237 to 247 of the BCA (appended to the Information Circular for the GreenBank Meeting) (collectively, the "Dissent Procedures").

3.2 GreenBank Shareholders who duly exercise Dissent Rights with respect to their GreenBank Shares ("Dissenting Shares") and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to GreenBank for cancellation immediately before the Effective Date; or
- (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting GreenBank Shareholder and shall receive UBIQUE Distribution Shares, BUCHANS WILEYS Distribution Shares, and GANDER Distribution Shares on the same basis as every other non-dissenting GreenBank Shareholder.

3.3 If a GreenBank Shareholder exercises the Dissent Right, GreenBank shall on the Effective Date set aside and shall not distribute that portion of the UBIQUE Distribution Shares or BUCHANS WILEYS Distribution Shares or GANDER Distribution Shares that is attributable to the GreenBank Shares for which the Dissent Right has been exercised.

3.4 If the dissenting GreenBank Shareholder is ultimately not entitled to be paid for their Dissenting Shares, GreenBank shall distribute to such GreenBank Shareholder his, her or its pro rata portion of the UBIQUE Distribution Shares and the BUCHANS WILEYS Distribution Shares and the GANDER Distribution Shares.

3.5 If a GreenBank Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then GreenBank shall retain the portion of the UBIQUE Distribution Shares and the BUCHANS WILEYS Distribution Shares and the GANDER Distribution Shares attributable to such GreenBank Shareholder (the "Non-Distributed Shares"), and the Non-Distributed Shares shall become assets of GreenBank and shall be dealt with as determined by the board of directors of GreenBank in its absolute discretion.



## ARTICLE 4

### AMENDMENTS

4.1 The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

- (a) set out in writing;
- (b) filed with the Court and, if made following the GreenBank Meeting, approved by the Court; and
- (c) communicated to holders of GreenBank Shares, UBIQUE Shares, BUCHANS WILEYS Shares and GANDER Shares, as the case may be, if and as required by the Court.

4.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by GreenBank at any time prior to the GreenBank Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the GreenBank Meeting (other than as may be required under the Interim Order, if any), shall become part of this Plan of Arrangement for all purposes.

4.3 GreenBank, with the consent of UBIQUE, BUCHANS WILEYS and GANDER, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the GreenBank Meeting and prior to the Effective Date with the approval of the Court.

4.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only GANDER effective if it is consented to by all of the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Parties or any former GreenBank Shareholder, UBIQUE Shareholder, BUCHANS WILEYS Shareholder or GANDER Shareholder, as the case may be.

## ARTICLE 5

### REFERENCE DATE AND TERMINATION

5.1 This Plan of Arrangement is dated for reference the date first written in the Arrangement Agreement.

5.2 At any time up until the time the Final Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at the GreenBank Meeting. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.