ARRANGEMENT AGREEMENT

BETWEEN:

MARVEL DISCOVERY CORP.

AND

POWER ONE RESOURCES CORP.

March 23, 2021

THIS AGREEMENT made as of the 23rd day of March, 2021.

BETWEEN:

MARVEL DISCOVERY CORP.
110 – 175 Victory Ship Way, North Vancouver, British Columbia V7L OB2

("**MARV**")

AND:

POWER ONE RESOURCES CORP.
Suite 2900 – 595 Burrard Street, Vancouver, British Columbia V7X 1J5

("**Power One**")

WHEREAS this Agreement sets out the terms and conditions upon which MARV agrees to transfer to Power One all of MARV's right, title and interest in and to the MARV Properties in exchange for shares in the capital of Power One being issued to MARV and the shareholders of MARV;

AND WHEREAS the Parties intend that such transaction be carried out under the arrangement provisions of Part 9, Division 5 of the *Business Corporations Act* (British Columbia);

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Purpose of Agreement:** This Agreement replaces and supersedes all prior agreements, understandings and arrangements among the Parties in their entirety; and contemplates (i) the transfer by MARV of all of its right, title and interest in and to the MARV Properties to Power One, (ii) the issuance by Power One of shares in the capital of Power One to MARV and the MARV shareholders (pro-rata as to their current shareholdings in MARV), and (iii) Power One becoming a reporting issuer in each of British Columbia and Alberta as a result of the arrangement.

1.2 **Definitions.** In this Agreement and, unless the context otherwise requires, in all Appendices attached and to be attached to this Agreement, all capitalized terms will have the meanings ascribed thereto in the Plan of Arrangement. In addition, herein:

"**Agreement"** means this Agreement including all Appendices, and all amendments made to this Agreement and any Appendices by written agreement between the Parties.

"**Closing**" has the meaning ascribed thereto in Section 5.1.

"**Closing Date**" means the date upon which Closing occurs.

"**Encumbrance**" means any encumbrance, lien, charge, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, restriction, reservation, option, pre-emptive right or privilege of any nature or kind whatsoever or any contract to create any of the foregoing.

"**Governmental Authority**" means any domestic or foreign government whether federal, provincial, state or municipal and any branch or department thereof or any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatsoever.

"**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, however, designated or constituted.

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Appendix A, subject to any amendments or variations to such plan made in accordance with **Error! Reference source not found.**9 or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably.

"**TSXV**" means the TSX Venture Exchange.

1.3 **Gender and Number.** This Agreement shall be read with all changes in number and gender required by the context.

1.4 **Headings and Table of Contents.** The inclusion of headings in this Agreement is for convenience only and shall not affect the construction or interpretation hereof.

1.5 **Monetary References.** All monetary references herein pertain to Canadian dollars unless otherwise stated.

1.6 **Appendices.** The following Appendices are attached to and form part of this Agreement:

Appendix A – Plan of Arrangement
Appendix B – Arrangement Resolution

2. ARRANGEMENT

2.1 **Plan of Arrangement**. The Parties agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement. Without limitation to the foregoing, at the Effective Time, the Plan of Arrangement shall become effective with the result that among other things, Power One will become the holder of all of MARV's interest in the MARV Properties, the MARV Shareholders will become shareholders of Power One, and Power One will become a reporting issuer in British Columbia and Alberta.

Subject to satisfaction or waiver of all conditions precedent, MARV hereby agrees to transfer and assign all of its right, title and interest in and to the MARV Properties to Power One for and in consideration of (i) Power One assuming all of the MARV Property Liabilities, (ii) Power One issuing 5,000,000 Power One Shares to MARV, and (iii) Power One issuing to the MARV Shareholders, one Power One Share in exchange for every five MARV Shares held, pro-rata as to the number of MARV Shares held by each MARV Shareholder.

2.3 **Interim Order**. As soon as reasonably practicable following the execution of this Agreement, MARV will apply to the Court, pursuant to Part 9, Division 5 of the BCBCA and, in cooperation with Power One, prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

(i) that the required minimum level of approval (the "**Required Approval**") for the Arrangement Resolution shall be at least two-thirds of the votes cast at a duly held MARV Meeting;

(ii) for the establishment of a record date to determine MARV Shareholders who may vote on the Arrangement Resolution;

(iii) for the grant of the Dissent Rights to MARV Shareholders; and

(iv) for such other matters as the Parties may reasonably require.

2.4 **Arrangement Resolution**. Subject to the terms of this Agreement, MARV shall convene and conduct the MARV Meeting in accordance with the Interim Order, as soon as reasonably practicable, and in any event within three weeks following the grant of the Interim Order, for the purpose of considering the Arrangement Resolution.

2.6 **Final Order**. MARV shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to the BCBCA, as soon as reasonably practicable, but in any event not later than five Business Days after the Arrangement Resolution is duly passed as provided for in the Interim Order.

2.7 **Distribution to MARV Shareholders**. Power One will engage the same register and transfer agent as is presently engaged by MARV (the "**Transfer Agent**"). Power One and MARV will coordinate with the Transfer Agent to (i) set a record date for purposes of determining those MARV Shareholders entitled to receive Power One Shares, and (ii) printing and mailing out the Power One Shares to the MARV Shareholders.

3. CONDITIONS OF CLOSING

3.1 **Conditions of Closing.** The obligations of the Parties under this Agreement are subject to (i) receipt of all regulatory approvals, including the TSXV (if applicable), (ii) receipt of the Interim Order and the Final Order, and (iii) receipt of the Required Approval from the MARV Shareholders.

4. CLOSING ARRANGEMENTS

4.1 **Closing.** The closing of the Arrangement (the "**Closing**") will take place as expeditiously as possible following satisfaction or waiver of all conditions precedent at a time and place or in a manner agreed by the parties.

4.2 **Closing Transactions**. At Closing, the following transactions will occur:

(a) MARV will deliver, transfer and assign to Power One (i) all of its interests in the MARV Properties; and (ii) the MARV Property Liabilities; and

(b) Power One will issue and deliver, through the Transfer Agent, share certificates representing the Power One Shares, to MARV and the MARV Shareholders.

5. JOINT DISCLOSURE

5.1 **Press Releases**. From time to time MARV may issue press releases and otherwise publicly disclose the existence of this Agreement, its terms and conditions and the transactions contemplated hereby as may be required by applicable law, regulations, by-laws or policy statements of governmental and other regulatory authorities, including the TSXV.

6. TERMINATION

6.1 **Termination**. This Agreement may be terminated by written notice given by the terminating Party to the other Party hereto, at any time prior to the Closing by mutual written consent of each Party.

7. GENERAL PROVISIONS

7.1 **Notices.** Any notice, demand or communication required or permitted to be given under this Agreement shall be in writing and delivered by pre-paid mail, delivery or electronic mail transmission, to the Party to which it is to be given as follows or, if the Party to which it is to be delivered has changed their email address given below, to such email address as the other Party customarily communicates with the receiving Party at the time of the notice, demand or communication being sent:

If to MARV:
Attention: Karim Rayani
110 – 175 Victory Ship Way
North Vancouver, British Columbia V7L 0B2
e-mail: k@r7.capital

If to Power One:
Attention: Jeff Lightfoot
Suite 2900 – 595 Burrard Street, Vancouver, British Columbia V7X 1J5
e-mail: jlightfoot@owenbird.com

or to such other address as a Party may specify by notice given in accordance with this section. Any such notice, request, demand or communication given shall be deemed to have been given, in the case of delivery by hand, when delivered; in the case of mail, five Business Days following the date of mailing; and in the case of delivery or email, on the first Business Day following the date of transmission.

7.2 **Further Assurances.** Each of the Parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

7.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the Arrangement and supersedes all prior agreements, undertakings, negotiations and discussions whether oral or written, of the Parties, and there are no warranties, representations, covenants or agreements between the Parties except as set forth herein.

7.4 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the Parties to this Agreement submit and attorn, subject to clause 8.1, to the exclusive jurisdiction of the courts of British Columbia.

7.5 **Invalidity of Provisions**. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision thereof.

7.6 **Amendment**. Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. This Agreement may be amended by the parties hereto in such manner as they may mutually determine, before or after the Interim Order, the MARV Meeting, or the Final Order.

7.7 **Enurement**. This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

7.8 **Counterparts**. This Agreement may be executed in counterparts and in electronic form, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed effective the date first above written.

MARVEL DISCOVERY CORP.

Per: (*signed*)

POWER ONE RESOURCES CORP.

Per: (*signed*)

APPENDIX "A"

PLAN OF ARRANGEMENT

INVOLVING

MARVEL DISCOVERY CORP.

and

POWER ONE RESOURCES CORP.

UNDER THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set forth below:

"**Arrangement**" means the arrangement involving the parties to the Arrangement Agreement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and conditions set forth herein, subject to any amendments, supplements, or variations thereto or made at the direction of the Court in the Final Order with the consent of MARV and Power One, each acting reasonably;

"**Arrangement Agreement**" means the agreement dated March 23, 2021 between Power One and MARV to which this Plan of Arrangement is attached as Schedule A, as it may be amended, supplemented or otherwise modified from time to time;

"**Arrangement Resolution**" means the special resolution of the MARV Shareholders approving the Plan of Arrangement, to be considered and, if deemed advisable, passed with or without variation, by the MARV Shareholders at the MARV Meeting or by consent resolution by a special majority of the MARV Shareholders; substantially in the form as set out in Schedule B to the Arrangement Agreement;

"**BCBCA**" means the *Business Corporations Act*, SBC 2002, c 57, as it may be amended from time to time;

"**Business Day**" means any day, other than a Saturday, a Sunday or a day on which the principal chartered banks located in Vancouver, British Columbia are closed for business during normal banking hours;

"**Court**" means the Supreme Court of British Columbia;

"**Dissent Procedures**" has the meaning ascribed thereto in subsection 3.1(2) hereof;

"**Dissent Rights**" has the meaning ascribed thereto in subsection 3.1(1) hereof;

"**Dissent Share**" has the meaning ascribed thereto in subsection 3.1(3) hereof;

"**Dissenting MARV Shareholder**" has the meaning ascribed thereto in subsection 3.1(3) hereof;

"**Effective Date**" means the second Business Day after the date on which the Parties confirm in writing (such confirmation not to be unreasonably withheld or delayed) that all conditions to the completion of the Plan of Arrangement have been satisfied or waived in accordance with Section 7.5

of the Arrangement Agreement and all documents and instruments required under the Arrangement Agreement, the Plan of Arrangement and the Final Order have been delivered;

"**Effective Time**" means 12:01 a.m. on the Effective Date;

"**Eligible Dividend**" has the meaning ascribed thereto in subsection 89(1) of the Tax Act;

"**Fair Value**" of a Dissent Share means the fair value thereof at the close of business on the day before the day on which the MARV Meeting is held, determined in accordance with subsection 3.1(5) hereof;

"**Final Order**" means the order made after MARV's application to the Court pursuant to section 291 of the BCBCA, in a form acceptable to MARV and Power One, each acting reasonably, after a hearing upon the fairness of the terms and conditions of the Arrangement, approving the Arrangement as such order may be affirmed, amended, or modified by the Court (with the consent of both MARV and Power One, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both MARV and Power One, each acting reasonably) on appeal;

"**Interim Order**" means the interim order of the Court concerning the Arrangement under Section 291 of the BCBCA, containing declarations and directions with respect to the Arrangement and providing for, among other things, the calling and holding of the MARV Meeting, as such order may be affirmed, amended, or modified by the Court with the consent of MARV and Power One, each acting reasonably;

"**MARV**" means Marvel Discovery Corp., a reporting issuer in each of British Columbia and Alberta;

"**MARV Meeting**" means the special meeting or consent resolution of the MARV Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held, or consented to, in accordance with the Interim Order to consider the Arrangement Resolution;

"**MARV Properties**" means jointly the Serpent River Property and Wicheeda North Properties;

"**MARV Property Liabilities**" mean those liabilities owed by MARV and incurred in acquiring, exploring or maintaining the MARV Properties, which liabilities are to be transferred by MARV to Power One, and assumed by Power One pursuant to the Arrangement;

"**MARV Shareholder**" means a holder of one or more MARV Shares;

"**MARV Shares**" means the common shares in the capital of MARV;

"**Parties**" means MARV and Power One; and "**Party**" means either one of them as the context requires;

"**Power One**" means Power One Resources Corp., a corporation existing pursuant to the laws of British Columbia, being a wholly owned subsidiary of MARV;

"**Power One Shares**" mean the common shares in the capital of Power One;

"**Plan of Arrangement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions means this plan of arrangement, including the appendices hereto, and all amendments, variations and supplements hereto made in accordance with the terms hereof and the Arrangement Agreement, or at the direction of the Court in the Final Order;

"**Serpent River Property**" means all of MARV's right, title and interest in and to those 10 mineral claims located in the Sault Ste. Marie Mining Division, Elliot Lake area, in Northern Ontario;

"**Tax Act**" means the *Income Tax Act* (Canada); and

"**Wicheeda North Properties**" means all of MARV's right, title and interest in and to those nine mineral claims located in the Cariboo Mining Division, British Columbia, aggregating 2,137.901 ha.

1.2 Other Definitions

All other capitalized words or phrases not defined herein have the meanings ascribed thereto in the Arrangement Agreement.

1.3 Date of Any Action

If a date on which an action is required to be taken hereunder by a Party is not a Business Day, the action shall be required to be taken on the next day which is a Business Day.

1.4 Time

Time shall be of the essence for every matter or action contemplated hereunder. All times expressed herein are local time in Vancouver, British Columbia unless otherwise stipulated.

1.5 Statutory References

Unless otherwise expressly provided herein, a reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes the statute or regulations.

THE ARRANGEMENT

2.1 Effectiveness

Subject to the terms of the Arrangement Agreement, the Arrangement will become effective at the Effective Time and thereupon be binding on each of: (i) MARV, (ii) Power One, and (iii) the MARV Shareholders.

2.2 The Arrangement

Commencing at the Effective Time and without any further act or formality: (i) the events and transactions set out in Subsections 2.2(a) to (e) below will occur and be deemed to occur sequentially with each event or transaction occurring and being deemed to occur immediately after the immediately preceding event or transaction, (ii) immediately thereafter the events and transactions set out in Subsections 2.2(f) to (h) will occur and deemed to occur simultaneously:

(a) each MARV Shareholder who is a Dissenting MARV Shareholder at the Effective Time shall dispose of all of his Dissent Shares and in consideration therefor MARV shall issue to the Dissenting Shareholder a debt-claim against Power One to be paid the aggregate Fair Value of those Dissent Shares in accordance with 0 of this Plan of Arrangement and thereupon the Dissent Shares shall be cancelled and an amount equal to the share capital attributable to such cancelled Dissent Shares shall be subtracted from the share capital of the MARV Shares;

(b) MARV will exchange with Power One, free and clear of all Encumbrances, the one share in the capital of Power One held by MARV plus the MARV Properties, in exchange for Power One (i) assuming the MARV Property Liabilities, (ii) issuing 5,000,000 Power One Shares to MARV, and (iii) issuing to the MARV Shareholders, one Power One Share for every five MARV Shares held; and thereupon,

  (i) MARV shall cease to be the holder of the MARV Properties,

  (ii) Power One shall become the legal and beneficial owner of the MARV Properties,

  (iii) Power One will become responsible for the MARV Property Liabilities,

  (iv) the MARV Shareholders will become shareholders of Power One on a pro-rata basis; and

  (v) an appropriate sum shall be added to the stated capital of Power One.

2.3 Completion Time Procedures

On or immediately prior to the Effective Date, Power One shall deliver or arrange to be delivered the certificates representing the Power One Shares required hereunder.

DISSENT RIGHTS

3.1 Dissent Rights

(1) Each registered MARV Shareholder shall have the right (the MARV Shareholder's "**Dissent Rights**") to dissent from the Arrangement and be paid the Fair Value for his MARV Shares provided that the MARV Shareholder exercises the holder's Dissent Rights:

  (i) in respect of all, and not less than all, of the MARV Shareholder's MARV Shares, and

  (ii) strictly in accordance with the rules and procedures set out in subsection 3.1(2) below.

(2) The rules and procedures (the "**Dissent Procedures**") by which an MARV Shareholder may exercise Dissent Rights are those set out in Division 2 of Part 8 of the BCBCA, provided that no MARV Shareholder who votes in favour of the Arrangement Resolution may exercise Dissent Rights or be a Dissenting MARV Shareholder.

(3) Each registered MARV Shareholder who validly exercises Dissent Rights in respect of all, and not less than all, of the MARV Shareholder's MARV Shares and otherwise strictly acts in accordance with the Dissent Procedures, and whose Dissent Rights have not been withdrawn, revoked, or otherwise cancelled at or before the Effective Time (each such MARV Shareholder a "**Dissenting MARV Shareholder**", and each of the Dissenting MARV Shareholder's MARV Shares, a "**Dissent Share**"), shall participate in the Arrangement in the manner set out in paragraph 2.2(a) hereof.

(4) The Fair Value of Dissent Shares shall be determined and, subject to subsection (6), paid in accordance with the rules, procedures, rights, and obligations set out in the BCBCA, and each payment by Power One to a Dissenting MARV Shareholder of the Fair Value of the Dissenting MARV Shareholder's Dissent Shares shall be and be deemed to be in full, final, and conclusive payment, accord, and satisfaction of the debt claim issued to the Dissenting MARV Shareholder pursuant to paragraph 2.2(a) hereof, and all rights of every kind and description hereunder.

(5) MARV hereby designates, in respect of each payment of the Fair Value of Dissent Shares to a Dissenting MARV Shareholder, the lesser of:

  (a) that portion of the payment that is deemed by subsection 84(3) of the Tax Act to be a taxable dividend paid by MARV to the MARV Dissenting Shareholder, and

(b) the amount by which that deemed dividend exceeds MARV's "low rate income pool" (as defined in subsection 89(1) of the Tax Act) at the time of payment,

to be an Eligible Dividend.

(6) Each payment by MARV to a Dissenting MARV Shareholder in accordance herewith shall be subject to, and be paid net of, all withholding taxes applicable to the payment pursuant Part XIII of the Tax Act.

AMENDMENTS

4.1 Amendments

MARV, in its sole discretion, may amend, modify or supplement this Plan of Arrangement from time to time at any time before the Effective Time provided that any such amendment, modification or supplement must be in writing and filed with the Court and, if made after the MARV Meeting, approved by the Court.

4.2 Effectiveness of Amendments Made Prior to or at the MARV Meeting

MARV may propose any amendment, modification or supplement to this Plan of Arrangement at any time prior to or at the MARV Meeting with or without prior notice or communication to the MARV Shareholders, and if so proposed and accepted by the MARV Shareholders voting at the MARV Meeting, shall be effective and become part of this Plan of Arrangement for all purposes.

4.3 Effectiveness of Amendments Made After the MARV Meeting

MARV may propose any amendment, modification or supplement to this Plan of Arrangement after the MARV Meeting but before the Effective Time and, if so proposed and approved by the Court after the MARV Meeting, shall be effective and become part of the Plan of Arrangement for all purposes.

APPENDIX “B”

ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT, AS A SPECIAL RESOLUTION:

1. The arrangement (the “Arrangement”) under section 288 of the *Business Corporations Act* (British Columbia) (the “BCBCA”) involving Marvel Discovery Corp. (“MARV”) and Power One Resources Corp. (“Power One”), all as more particularly described and set forth in the Management Information Circular (the “Circular”) of MARV dated March 29, 2021 (as the Arrangement may be modified, supplemented or amended), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it may be or has been amended (the “Plan of Arrangement”), involving MARV and Power One, and implementing the Arrangement, the full text of which is set out in Schedule B to the Circular (as the Plan of Arrangement may be, or may have been, modified, supplemented or amended), is hereby approved and adopted.

3. The arrangement agreement (the “Arrangement Agreement”) between MARV and Power One, dated March 23, 2021, the actions of the directors of MARV in approving the Arrangement, and the actions of the officers of MARV in executing and delivering the Arrangement Agreement and any amendments thereto, are hereby ratified and approved.

4. MARV is authorized to apply for a final order from the Supreme Court of British Columbia to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, amended, modified or supplemented and as described in the Circular).

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Shareholders of MARV or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of MARV are hereby authorized and empowered, without further notice to, or approval of, the shareholders of MARV:

   (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

6. Any director or officer of MARV is hereby authorized and directed for and on behalf of MARV to execute, whether under corporate seal of MARV or otherwise, and to deliver such documents as are necessary or desirable to give effect to the Arrangement.

7. Any director or officer of MARV is hereby authorized, for and on behalf and in the name of MARV, to execute and deliver, whether under corporate seal of MARV or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   (a) all actions required to be taken by or on behalf of MARV, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

   (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by MARV,

   such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAR 26 2021

FORM 66 (RULES 16-1(2) AND 21-5(14))

No. S=212998
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 OF MARVEL DISCOVERY CORP., involving POWER ONE RESOURCES CORP.

MARVEL DISCOVERY CORP.

PETITIONER

Re: MARVEL DISCOVERY CORP.
c/o Owen Bird Law Corporation
2900-595 Burrard Street
Vancouver, BC V7X 1J5

PETITION TO THE COURT

ON NOTICE TO:

The application for the Interim Order as set out at paragraph 1(a) in Part 1 of the Petition is without notice. Notice of the hearing for the Final Order as set out at paragraph 1(b) of the Petition will be pursuant to the Interim Order or as may be directed by the court.

Pursuant to COVID-19 Notice No. 42, the petitioner's counsel's contact information is as follows:

Name: Brittney S. Dumanowski
Email: bdumanowski@owenbird.com
Telephone No.: 604-691-7518
Address: Owen Bird Law Corporation, 2900-595 Burrard Street, Vancouver, B.C., V7X 1J5

This proceeding is brought for the relief set out in Part 1 below, by

[Check whichever one of the following boxes is correct and complete any required information.]

☒ the person named as petitioner in the style of proceedings above

☐ ....*[name(s)]*.............. (the petitioner)

If you intend to respond to this petition, you or your lawyer must

a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and

b) serve on the petitioner

   i) 2 copies of the filed response to petition, and

   ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to the petition within the time for response.

Time for response to the petition

A response to petition must be filed and served on the petitioner,

a) if you were served with the petition anywhere in Canada, within 21 days after that service,

b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,

c) if you were served with the petition anywhere else, within 49 days after that service, or

d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: Law Courts, 800 Smithe Street, Vancouver, BC V6Z 2E1
(2)	The ADDRESS FOR SERVICE of the petitioner is: Owen Bird Law Corporation P.O. Box 49130 Three Bentall Centre 2900-595 Burrard Street Vancouver, BC V7X 1J5 (Attention: Jeffrey B. Lightfoot or Brittney Dumanowski) Fax number address for service (if any) of the petitioner: (604) 632-4437 E-mail address for service (if any) of the petitioner: None
(3)	The name and office address of the petitioner's lawyer is: Same as above

Part 1: ORDERS SOUGHT

1. The petitioner, Marvel Discovery Corp. ("**Marvel**") applies pursuant to sections 288 and 291 of the *Business Corporations Act,* S.B.C. 2002, c. 57, as amended ("***BCA***"), Rules 16-1, 4-4, 4-5 and 2-1(2)(b) of the *Supreme Court Civil Rules* and the inherent jurisdiction of this court for:

    a) an order in the form attached to this petition as Schedule "A" authorizing, *inter alia*, the procedures for approval of a plan of arrangement under the *BCA* (the "**Arrangement**") by the petitioner (the "**Interim Order**");

    b) an order approving the Arrangement as may be authorized, approved and agreed by a special resolution of Marvel's Shareholders made in accordance with the Interim Order; and

    c) such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Parties to the Arrangement

1. Marvel is incorporated under the *BCA*, with an office at 110- 175 Victory Ship Way, North Vancouver, British Columbia V7L 0B2. The common shares of Marvel are listed for trading on the TSX Venture Exchange.

2. Power One Resources Corp. ("**Power One**") is incorporated under the *BCA* with an office at 110- 175 Victory Ship Way, North Vancouver, British Columbia V7L 0B2. Power One is a wholly owned subsidiary of Marvel.

The Arrangement

3. Marvel and Power One entered into an arrangement agreement dated March 23, 2021 (the "**Arrangement Agreement**") providing for an arrangement (the "**Arrangement**") whereby Marvel will transfer certain of its mineral property interests (the "**Properties**") to Power One, and Power One will (i) assume those expenses currently outstanding and owing by Marvel, as incurred toward acquiring, exploring or maintaining the Properties (collectively the "**Property Liabilities**"), (ii) issuing 5,000,000 common shares in the

capital of Power One ("**Power One Shares**") to Marvel, and (iii) issuing to the shareholders of Marvel, one Power One Share for every five common shares held in the capital of Marvel; all by way of a plan of arrangement under the provisions of the *BCA* (the "**Plan of Arrangement**"). .

4. The details of the proposed Arrangement, including the rights of dissenting shareholders, are more particularly set out in the Plan of Arrangement, a copy of which is attached as Exhibit "A" to Affidavit #1 of Karim Rayani sworn March 24, 2021 and filed herein and as Exhibit 1 to the Information Circular (the "**Information Circular**") which is included in Exhibit "B" to Affidavit #1 of Karim Rayani.

Fairness of the Arrangement

5. The Board of Directors of Marvel has unanimously determined that the Arrangement is fair to the shareholders and in the best interest of Marvel and the shareholders. In making the recommendation for approval of the Arrangement, the Board considered various factors and reasons as set out in the Information Circular that will be sent to shareholders.

6. Each of the directors and officers of Marvel intends to vote their shares for the approval of the special resolution at the special meeting of Shareholders (the "**Meeting**").

7. The obligations of Marvel under the Arrangement are subject to several conditions precedent, including (i) shareholders' approval; (ii) TSX Venture Exchange approval; and (iii) a Final Order of this Court approving the proposed arrangement, including (among other things) a determination that it is substantively and procedurally fair to the shareholders participating in it.

Meeting

8. Marvel intends to convene a special meeting of Marvel shareholders to be held at Suite 2900 – 595 Burrard Street, Vancouver, British Columbia on April 23, 2021 at 10:00 a.m. (Pacific Time) or at such other time and location in Vancouver, British Columbia to be determined by Marvel provided that the shareholders have due notice of same (the "**Meeting**") to consider, among other things:

a) the proposed Arrangement and special resolution approving the Plan of Arrangement; and

b) to transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

9. The record date for the Meeting will be March 24, 2021 (the "**Record Date**"). Shareholders as at the close of business on the Record Date will have the right to receive notice of and to vote at the Meeting.

Approval

10. Marvel intends that if the Plan of Arrangement is approved and adopted, with or without variation, by a special resolution of the shareholders at the Meeting, and unless the Arrangement is terminated by the directors of Marvel and subject to all other conditions to the completion of the Arrangement being met or waived, including the receipt of approval of this Honourable Court, the Arrangement will be implemented.

Creditor Impact

11. The Arrangement does not in any way represent a compromise, arrangement or settlement between Marvel and its creditors.

United States Securities Laws

12. Power One and Marvel intend to rely upon the exemption from registration contained in section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the "**1933 Act**"), for the issuance of Power One Shares to U.S. resident shareholders of Marvel under the Arrangement. Section 3(a)(10) of the 1933 Act provides an exemption from registration for securities issued in exchange for one or more *bona fide* outstanding securities pursuant to an arrangement where the terms and conditions of such issuance and exchange are approved by any court (including this Honourable Court), after a hearing on the procedural and substantive fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear and receive timely notice thereof.

13. Obtaining an exemption from the registration requirements of the 1933 Act eliminates substantial costs and delay that would be associated with the registration of the securities to be issued pursuant to the Arrangement under the 1933 Act.

Part 3: LEGAL BASIS

1. The Petitioner relies on:

   a) Sections 288 and 291 of the *BCA*;

   b) *Supreme Court Civil Rules*, Rules 2-1(2)(b), 4-4, 4-5, 8-1 and 16-1; and

   c) the inherent jurisdiction of this Honourable Court.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Karim Rayani sworn March 24, 2021; and

2. Such further and other documentation as counsel for the Petitioner may advise and this Honourable Court may allow.

The petitioner estimates that the hearing of the application for the interim order as set out at paragraph 1(a) in the petition will take 10 minutes, and the application for the final order as set out at paragraph 1(b) in the petition will take 10 minutes.

Date: March 26, 2021

"Signed"
____
Signature of lawyer for petitioner
Brittney Dumanowski

To be completed by the court only:

Order made

[ ] in the terms requested in paragraphs ____________ of Part 1 of this petition

[ ] with the following variations and additional terms:

____

____

____

Date:____________________

____
Signature of [ ] Judge [ ] Master

SCHEDULE "A"

No. ________
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 OF MARVEL DISCOVERY CORP., involving POWER ONE RESOURCES CORP.

MARVEL DISCOVERY CORP.

PETITIONER

ORDER MADE AFTER APPLICATION (INTERIM ORDER)

BEFORE MASTER ________________	))))	FRIDAY THE 26TH DAY OF MARCH, 2021.

ON THE APPLICATION of the Petitioner, Marvel Discovery Corp. ("**Marvel**"), for an Interim Order pursuant to its application filed on March 26, 2021, pursuant to Part 9 of Division 5 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") without notice and coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on March 26, 2021, by MS Teams, and on hearing Brittney Dumanowski, counsel for the Petitioner and upon reading the application filed herein and affidavit #1 of Karim Rayani, sworn March 24, 2021, and filed herein;

THIS COURT ORDERS THAT:

Definitions

1. All defined terms used in this Interim Order shall have the meaning ascribed thereto in the Arrangement Agreement between Marvel and Power One Resources Corp. ("**Power**

One") dated dated March 23, 2021 (the "**Arrangement Agreement**") attached as Exhibit "A" to the Affidavit of Karim Rayani or otherwise as specifically defined herein.

Approval of Marvel Shareholders

2. Marvel is permitted to seek the approval of its shareholders ("**Shareholders**") to the proposed arrangement with Power One by calling and holding a meeting of the Shareholders (the "**Meeting**") in order for the Shareholders to consider and, if determined advisable, pass a special resolution in the form set forth as Appendix C to the information circular to be dated March 29, 2021, a copy of which is attached as Exhibit "B" to the Affidavit of Karim Rayani (collectively, the "**Arrangement Resolutions**") authorizing, adopting and approving, with or without variation, the Arrangement Agreement, the arrangement contemplated thereunder (the "**Arrangement**") and the plan of arrangement which implements the Arrangement (the "**Plan of Arrangement**").

Meeting of Shareholders

3. The Meeting shall be called, held and conducted in accordance with (i) the British Columbia *Business Corporations Act*, (ii) the notice of the Meeting as provided to the Shareholders (the "**Notice of Meeting**"), (iii) the Articles of Marvel, (iv) the terms of this Interim Order, as may be amended by further order of this court, and (v) the rulings and direction of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

4. The record date (the "**Record Date**") for determination of the Shareholders entitled to notice of, and to vote at, the Meeting shall be the close of business (Vancouver time) on March 24, 2021.

5. Marvel shall provide to each of the Shareholders, at least 21 clear calendar days and not more than 50 calendar days prior to the date of the Meeting (i) the Notice of Meeting, (ii) the form of Arrangement Resolution sought, (iii) an information circular which describes the purpose and nature of the Arrangement, (iv) a form of proxy allowing for a Shareholder to grant a director or officer of Marvel, or a third party, the right to vote in

his or her stead, (v) notice of the Dissent Rights, (vi) a copy of this Interim Order, and (vii) notice of the hearing for the Final Order (collectively the "**Meeting Materials**").

6. The only persons entitled to attend or speak at the Meeting shall be:

   a) the Shareholders or their respective proxyholders;

   b) the officers, directors, auditors and advisors of Marvel;

   c) representatives and advisors of Power One; and

   d) other persons who may receive the permission of the Chair of the Meeting.

7. The Chair of the Meeting shall be determined by Marvel in accordance with the Articles of Marvel.

8. The quorum of Shareholders at the Meeting shall be those Shareholders, present in person or by proxy, holding such minimum number of shares of Marvel as required by the Articles of Marvel.

9. Marvel may adjourn or postpone the Meeting from time to time (with prior written consent of Power One, acting reasonably) without the need for the approval of this Court.

10. Any adjournment or postponement of the Meeting will not change the Record Date.

11. Marvel will provide the Meeting Materials to the Shareholders by way of mail, personal delivery, courier, or electronic mail (if consented to by the Shareholders), or any combination of those, within the time frame stated in paragraph 5 above.

12. Accidental failure or omission by Marvel to give notice of the Meeting to, or the non-receipt of notice by, any person entitled by this Interim Order to receive notice will not invalidate any resolution passed or proceeding taken at the Meeting, nor constitute breach of this Order.

13. Marvel is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials, as Marvel may determine in accordance with the terms of the

Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may be distributed in the same manner as outlined in paragraph 11 above.

14. Distribution of the Meeting Materials pursuant to paragraphs 11 and 13 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application for a Final Order upon the Shareholders, and those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 11 or 13, above.

15. The only persons entitled to vote in person or by proxy on the Meeting Resolutions shall be those Shareholders who hold Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Meeting Resolutions.

16. Votes shall be taken at the Meeting on the basis of one vote per Share, and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Meeting Resolutions must be passed, with or without variation, at the Meeting by at least two-thirds of the votes cast on the Meeting Resolutions by the Shareholders present in person or represented by Proxy at the Meeting.

17. Such votes shall be sufficient to authorize Marvel to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Meeting Materials without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

Dissent Rights

18. Each Shareholder shall be entitled to exercise Dissent Rights in the manner outlined in the Plan of Arrangement, provided that any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Meeting Resolutions to

Marvel, to be received at or before the Meeting (or any adjournment or postponement thereof).

19. Any Shareholder who duly exercises such Dissent Rights set out in paragraph 18 above and who:

a) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its Shares, shall be deemed to have transferred those Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Marvel for cancellation in consideration for a payment of cash from Marvel equal to such fair value; or

b) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its Shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Power One, Marvel or any other person be required to recognize such Shareholders as holders of Shares of Marvel at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Marvel's register of shareholders at that time.

Hearing of Application for Approval of the Arrangement

20. Upon approval of the Meeting Resolutions by the Shareholders in the manner as described in this Order, Marvel may thereafter apply to this Honourable Court for a final order approving the Arrangement (the "**Final Order**") at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, by MS Teams.

21. Marvel will provide adequate notice of hearing of the petition regarding the Final Order to all Shareholders.

22. Any Shareholder may appear on the application for the Final Order, provided they file with this Court and deliver to the lawyers for Marvel (Owen Bird Law Corporation,

Barristers & Solicitors, 2900 – 595 Burrard Street, Vancouver, British Columbia, V7X 1J5, fax no. 604 632 4487, Attention: Jeffrey B. Lightfoot) by 4:00 p.m. (Vancouver time) on the date prior to the hearing of the application, a response to petition setting out their address for service and all evidence they intend to present to this Court.

23. Marvel shall not be required to comply with rules 8-1 or 16-1 of the *Supreme Court Civil Rules* in relation to the hearing for the Final Order to approve the Arrangement, and any materials to be filed by Marvel in support of the application for final approval of the Arrangement may be filed on the day prior to the hearing of the Application without further order of this Honourable Court.

24. In the event the within application for the Final Order does not proceed on the date set forth in the notice of application, and is adjourned, only those persons who served and filed a response to petition in accordance with paragraph 22, above, shall be entitled to be given notice of the adjourned date.

25. At the hearing of the Final Order, Marvel will inform the Court that it and Power One intend to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act of 1933, as amended, in connection with shares of Marvel issued in connection with the Arrangement, subject to and conditional upon the Court's determination, following the hearing for the Final Order, that the Arrangement is procedurally and substantively fair and reasonable to Marvel's Shareholders.

Precedence

26. To the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Shares, or the constating documents of Marvel, this Interim Order shall govern.

Variance

27. Marvel shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

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

____

Signature of lawyer for the Petitioner
Brittney Dumanowski,

By the Court

____

Registrar

S=212998

No. ________
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 OF MARVEL DISCOVERY CORP., involving POWER ONE RESOURCES CORP.

MARVEL DISCOVERY CORP.

PETITIONER

ORDER MADE AFTER APPLICATION
(INTERIM ORDER)

BEFORE MASTER Elwood	))))	FRIDAY THE 26TH DAY OF MARCH, 2021.

ON THE APPLICATION of the Petitioner, Marvel Discovery Corp. ("**Marvel**"), for an Interim Order pursuant to its application filed on March 26, 2021, pursuant to Part 9 of Division 5 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") without notice and coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on March 26, 2021, by MS Teams, and on hearing Brittney Dumanowski, counsel for the Petitioner and upon reading the application filed herein and affidavit #1 of Karim Rayani, sworn March 24, 2021, and filed herein;

THIS COURT ORDERS THAT:

Definitions

1. All defined terms used in this Interim Order shall have the meaning ascribed thereto in the Arrangement Agreement between Marvel and Power One Resources Corp. ("**Power**

One") dated dated March 23, 2021 (the "**Arrangement Agreement**") attached as Exhibit "A" to the Affidavit of Karim Rayani or otherwise as specifically defined herein.

Approval of Marvel Shareholders

2. Marvel is permitted to seek the approval of its shareholders ("**Shareholders**") to the proposed arrangement with Power One by calling and holding a meeting of the Shareholders (a "**Meeting**") in order for the Shareholders to consider and, if determined advisable, pass a special resolution in the form set forth as Appendix C to the information circular to be dated March 29, 2021, a copy of which is attached as Exhibit "B" to the Affidavit of Karim Rayani (collectively, the "**Arrangement Resolutions**") authorizing, adopting and approving, with or without variation, the Arrangement Agreement, the arrangement contemplated thereunder (the "**Arrangement**") and the plan of arrangement which implements the Arrangement (the "**Plan of Arrangement**").

Meeting of Shareholders

3. The Meeting shall be called, held and conducted in accordance with (i) the British Columbia *Business Corporations Act*, (ii) the notice of Meeting as provided to the Shareholders (the "**Notice of Meeting**"), (iii) the Articles of Marvel, (iv) the terms of this Interim Order, as may be amended by further order of this court, and (v) the rulings and direction of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

4. The record date (the "**Record Date**") for determination of the Shareholders entitled to notice of, and to vote at, the Meeting shall be the close of business (Vancouver time) on March 24, 2021.

5. Marvel shall provide to each of the Shareholders, at least 21 clear calendar days and not more than 50 calendar days prior to the date of the Meeting (i) Notice of Meeting, (ii) the form of Arrangement Resolution sought, (iii) an information circular which describes the purpose and nature of the Arrangement, (iv) a form of proxy allowing for a Shareholder to grant a director or officer of Marvel, or a third party, the right to vote in his or her

stead, (v) notice of the Dissent Rights, (vi) a copy of this Interim Order, and (vii) notice of the hearing for the Final Order (collectively the "**Meeting Materials**").

6. The only persons entitled to attend or speak at the Meeting shall be:

   a) the Shareholders or their respective proxyholders;

   b) the officers, directors, auditors and advisors of Marvel;

   c) representatives and advisors of Power One; and

   d) other persons who may receive the permission of the Chair of the Meeting.

7. The Chair of the Meeting shall be determined by Marvel in accordance with the Articles of Marvel.

8. The quorum of Shareholders at the Meeting shall be those Shareholders, present in person or by proxy, holding such minimum number of shares of Marvel as required by the Articles of Marvel.

9. Marvel may adjourn or postpone the Meeting from time to time (with prior written consent of Power One, acting reasonably) without the need for the approval of this Court.

10. Any adjournment or postponement of the Meeting will not change the Record Date.

11. Marvel will provide the Meeting Materials to the Shareholders by way of mail, personal delivery, courier, or electronic mail (if consented to by the Shareholders), or any combination of those, within the time frame stated in paragraph 5 above.

12. Accidental failure or omission by Marvel to give notice of the Meeting to, or the non-receipt of notice by, any person entitled by this Interim Order to receive notice will not invalidate any resolution passed or proceeding taken at the Meeting, nor constitute breach of this Order.

13. Marvel is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials, as Marvel may determine in accordance with the terms of the

Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may be distributed in the same manner as outlined in paragraph 11 above.

14. Distribution of the Meeting Materials pursuant to paragraphs 11 and 13 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application for a Final Order upon the Shareholders, and those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 11 or 13, above.

15. The only persons entitled to vote in person or by proxy on the Meeting Resolutions shall be those Shareholders who hold Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Meeting Resolutions.

16. Votes shall be taken at the Meeting on the basis of one vote per Share, and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Meeting Resolutions must be passed, with or without variation, at the Meeting by at least two-thirds of the votes cast on the Meeting Resolutions by the Shareholders present in person or represented by Proxy at the Meeting.

17. Such votes shall be sufficient to authorize Marvel to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Meeting Materials without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

Dissent Rights

18. Each Shareholder shall be entitled to exercise Dissent Rights in the manner outlined in the Plan of Arrangement, provided that any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Meeting Resolutions to

Marvel, to be received at or before the Meeting (or any adjournment or postponement thereof).

19. Any Shareholder who duly exercises such Dissent Rights set out in paragraph 18 above and who:

a) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its Shares, shall be deemed to have transferred those Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Marvel for cancellation in consideration for a payment of cash from Marvel equal to such fair value; or

b) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its Shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Power One, Marvel or any other person be required to recognize such Shareholders as holders of Shares of Marvel at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Marvel's register of shareholders at that time.

Hearing of Application for Approval of the Arrangement

20. Upon approval of the Meeting Resolutions by the Shareholders in the manner as described in this Order, Marvel may thereafter apply to this Honourable Court for a final order approving the Arrangement (the "**Final Order**") at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, by MS Teams.

21. Marvel will provide adequate notice of hearing of the petition regarding the Final Order to all Shareholders.

22. Any Shareholder may appear on the application for the Final Order, provided they file with this Court and deliver to the lawyers for Marvel (Owen Bird Law Corporation,

Barristers & Solicitors, 2900 – 595 Burrard Street, Vancouver, British Columbia, V7X 1J5, fax no. 604 632 4487, Attention: Jeffrey B. Lightfoot) by 4:00 p.m. (Vancouver time) on the date prior to the hearing of the application, a response to petition setting out their address for service and all evidence they intend to present to this Court.

23. Marvel shall not be required to comply with rules 8-1 or 16-1 of the *Supreme Court Civil Rules* in relation to the hearing for the Final Order to approve the Arrangement, and any materials to be filed by Marvel in support of the application for final approval of the Arrangement may be filed on the day prior to the hearing of the Application without further order of this Honourable Court.

24. In the event the within application for the Final Order does not proceed on the date set forth in the notice of application, and is adjourned, only those persons who served and filed a response to petition in accordance with paragraph 22, above, shall be entitled to be given notice of the adjourned date.

25. At the hearing of the Final Order, Marvel will inform the Court that it and Power One intend to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act of 1933, as amended, in connection with shares of Marvel issued in connection with the Arrangement, subject to and conditional upon the Court's determination, following the hearing for the Final Order, that the Arrangement is procedurally and substantively fair and reasonable to Marvel's Shareholders.

Precedence

26. To the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Shares, or the constating documents of Marvel, this Interim Order shall govern.

Variance

27. Marvel shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

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

"Signed"

Signature of lawyer for the Petitioner
Brittney Dumanowski,

By the Court

"Signed"

Registrar

No. **S-212998**
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 OF MARVEL DISCOVERY CORP., involving POWER ONE RESOURCES CORP.

MARVEL DISCOVERY CORP.

PETITIONER

ORDER MADE AFTER APPLICATION
(Final Order)

	)	THE HONOURABLE JUSTICE	)	TUESDAY, THE
BEFORE	)	______________________	)	27th DAY OF
	)		)	APRIL, 2021

ON THE APPLICATION of the Petitioner, Marvel Discovery Corp. ("**Marvel**") coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on April 27, 2021 and on hearing Brittney Dumanowski, counsel for the Petitioner, and no one appearing on behalf of the holders of record of common shares of Marvel (the "**Shareholders**") or or any other interested party, although notice of this hearing was given to them in accordance with the Interim Order of Master Elwood in these proceedings made on March 26, 2021 (the "**Interim Order**");

AND UPON reading the Petition to the Court filed herein on March 26, 2021; AND UPON reading Affidavit #1 of Karim Rayani sworn March 24, 2021, and Affidavit #2 of Karim Rayani sworn April 23, 2021.

AND UPON being satisfied that there has been substantial compliance with the provisions of the Interim Order;

AND UPON being satisfied that the Special Meeting of the Marvel Shareholders was called, held and conducted in accordance with the Interim Order and that Shareholders approved the Plan of Arrangement in accordance with the terms of the Interim Order;

AND UPON considering the fairness of the terms and conditions of the Arrangement (as defined below) and the transactions contemplated thereunder and the rights and interests of the persons affected thereby;

AND UPON finding that the terms and conditions of the Arrangement and the transactions contemplated thereunder are fair and reasonable to the Shareholders;

AND UPON being advised by counsel for Marvel that the declaration by this Court of the fairness of and approval of the Arrangement contemplated in the Plan of Arrangement attached as Schedule "A" to this Order will provide the basis for Marvel and Power One Resources Corp. ("**Power One**") to rely on the exemption from registration requirements provided under Section 3(a)(10) of the *United States Securities Act of 1933* and applicable exemptions under relevant state laws to implement the transactions contemplated by the Arrangement Agreement and to issue securities pursuant to the Arrangement to those Shareholders who are resident in the United States:

THIS COURT ORDERS that:

1. Pursuant to s. 291(4)(c) of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "***BCBCA***"), the arrangement (the "**Arrangement**") involving Marvel, the Shareholders, and Power One set forth in the plan of arrangement (the "**Plan of Arrangement**"), a copy of which is attached hereto as Schedule "A", including the terms and conditions thereof, is fair and reasonable to the Shareholders;

2. The Arrangement proposed by Marvel as provided in the Plan of Arrangement be and the same is hereby approved pursuant to the provisions of s. 291(4) of the *BCBCA*;

3. The Arrangement will be binding on Marvel, the Shareholders, and Power One as of the Effective Time as defined in the Plan of Arrangement; and

4. Marvel and Power One are at liberty to apply to this Honourable Court to vary the Final Order or for advice and direction with respect to the Plan of Arrangement or any other matter related to any Interim Order or the Final 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 of Brittney Dumanowski
Counsel for Marvel Technologies Inc.

By the Court

____
Registrar

Schedule “A”

PLAN OF ARRANGEMENT

INVOLVING

MARVEL DISCOVERY CORP.

and

POWER ONE RESOURCES CORP.

UNDER THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

DEFINITIONS AND INTERPRETATION

1.1 <u>Definitions</u>

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set forth below:

“**Arrangement**” means the arrangement involving the parties to the Arrangement Agreement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and conditions set forth herein, subject to any amendments, supplements, or variations thereto or made at the direction of the Court in the Final Order with the consent of MARV and Power One, each acting reasonably;

“**Arrangement Agreement**” means the agreement dated March 23, 2021 between Power One and MARV to which this Plan of Arrangement is attached as Schedule A, as it may be amended, supplemented or otherwise modified from time to time;

“**Arrangement Resolution**” means the special resolution of the MARV Shareholders approving the Plan of Arrangement, to be considered and, if deemed advisable, passed with or without variation, by the MARV Shareholders at the MARV Meeting or by consent resolution by a special majority of the MARV Shareholders; substantially in the form as set out in Schedule B to the Arrangement Agreement;

“**BCBCA**” means the *Business Corporations Act*, SBC 2002, c 57, as it may be amended from time to time;

“**Business Day**” means any day, other than a Saturday, a Sunday or a day on which the principal chartered banks located in Vancouver, British Columbia are closed for business during normal banking hours;

“**Court**” means the Supreme Court of British Columbia;

“**Dissent Procedures**” has the meaning ascribed thereto in subsection 3.1(2) hereof;

“**Dissent Rights**” has the meaning ascribed thereto in subsection 3.1(1) hereof;

“**Dissent Share**” has the meaning ascribed thereto in subsection 3.1(3) hereof;

“**Dissenting MARV Shareholder**” has the meaning ascribed thereto in subsection 3.1(3) hereof;

“**Effective Date**” means the second Business Day after the date on which the Parties confirm in writing (such confirmation not to be unreasonably withheld or delayed) that all conditions to the completion of the Plan of Arrangement have been satisfied or waived in accordance with Section 7.5 of the Arrangement Agreement and all documents and instruments required under the Arrangement Agreement, the Plan of Arrangement and the Final Order have been delivered;

“**Effective Time**” means 12:01 a.m. on the Effective Date;

“**Eligible Dividend**” has the meaning ascribed thereto in subsection 89(1) of the Tax Act;

“**Fair Value**” of a Dissent Share means the fair value thereof at the close of business on the day before the day on which the MARV Meeting is held, determined in accordance with subsection 3.1(5) hereof;

“**Final Order**” means the order made after MARV’s application to the Court pursuant to section 291 of the BCBCA, in a form acceptable to MARV and Power One, each acting reasonably, after a hearing upon the fairness of the terms and conditions of the Arrangement, approving the Arrangement as such order may be affirmed, amended, or modified by the Court (with the consent of both MARV and Power One, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both MARV and Power One, each acting reasonably) on appeal;

“**Interim Order**” means the interim order of the Court concerning the Arrangement under Section 291 of the BCBCA, containing declarations and directions with respect to the Arrangement and providing for, among other things, the calling and holding of the MARV Meeting, as such order may be affirmed, amended, or modified by the Court with the consent of MARV and Power One, each acting reasonably;

“**MARV**” means Marvel Discovery Corp., a reporting issuer in each of British Columbia and Alberta;

“**MARV Meeting**” means the special meeting or consent resolution of the MARV Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held, or consented to, in accordance with the Interim Order to consider the Arrangement Resolution;

“**MARV Properties**” means jointly the Serpent River Property and Wicheeda North Properties;

“**MARV Property Liabilities**” mean those liabilities owed by MARV and incurred in acquiring, exploring or maintaining the MARV Properties, which liabilities are to be transferred by MARV to Power One, and assumed by Power One pursuant to the Arrangement;

“**MARV Shareholder**” means a holder of one or more MARV Shares;

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

“**Parties**” means MARV and Power One; and “**Party**” means either one of them as the context requires;

“**Power One**” means Power One Resources Corp., a corporation existing pursuant to the laws of British Columbia, being a wholly owned subsidiary of MARV;

"**Power One Shares**" mean the common shares in the capital of Power One;

"**Plan of Arrangement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions means this plan of arrangement, including the appendices hereto, and all amendments, variations and supplements hereto made in accordance with the terms hereof and the Arrangement Agreement, or at the direction of the Court in the Final Order;

"**Serpent River Property**" means all of MARV's right, title and interest in and to those 10 mineral claims located in the Sault Ste. Marie Mining Division, Elliot Lake area, in Northern Ontario;

"**Tax Act**" means the *Income Tax Act* (Canada); and

"**Wicheeda North Properties**" means all of MARV's right, title and interest in and to those nine mineral claims located in the Cariboo Mining Division, British Columbia, aggregating 2,137.901 ha.

1.2 Other Definitions

All other capitalized words or phrases not defined herein have the meanings ascribed thereto in the Arrangement Agreement.

1.3 Date of Any Action

If a date on which an action is required to be taken hereunder by a Party is not a Business Day, the action shall be required to be taken on the next day which is a Business Day.

1.4 Time

Time shall be of the essence for every matter or action contemplated hereunder. All times expressed herein are local time in Vancouver, British Columbia unless otherwise stipulated.

1.5 Statutory References

Unless otherwise expressly provided herein, a reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes the statute or regulations.

THE ARRANGEMENT

2.1 Effectiveness

Subject to the terms of the Arrangement Agreement, the Arrangement will become effective at the Effective Time and thereupon be binding on each of: (i) MARV, (ii) Power One, and (iii) the MARV Shareholders.

2.2 The Arrangement

Commencing at the Effective Time and without any further act or formality: (i) the events and transactions set out in Subsections 2.2(a) to (e) below will occur and be deemed to occur sequentially with each event or transaction occurring and being deemed to occur immediately after the immediately preceding event or transaction, (ii) immediately thereafter the events and transactions set out in Subsections 2.2(f) to (h) will occur and deemed to occur simultaneously:

(a) each MARV Shareholder who is a Dissenting MARV Shareholder at the Effective Time shall dispose of all of his Dissent Shares and in consideration therefor MARV shall issue to the Dissenting Shareholder a debt-claim against Power One to be paid the aggregate Fair Value of those Dissent Shares in accordance with 0 of this Plan of Arrangement and thereupon the Dissent Shares shall be cancelled and an amount equal to the share capital attributable to such cancelled Dissent Shares shall be subtracted from the share capital of the MARV Shares;

(b) MARV will exchange with Power One, free and clear of all Encumbrances, the one share in the capital of Power One held by MARV plus the MARV Properties, in exchange for Power One (i) assuming the MARV Property Liabilities, (ii) issuing 5,000,000 Power One Shares to MARV, and (iii) issuing to the MARV Shareholders, one Power One Share for every five MARV Shares held; and thereupon,

   (i) MARV shall cease to be the holder of the MARV Properties,

   (ii) Power One shall become the legal and beneficial owner of the MARV Properties,

   (iii) Power One will become responsible for the MARV Property Liabilities,

   (iv) the MARV Shareholders will become shareholders of Power One on a pro-rata basis; and

   (v) an appropriate sum shall be added to the stated capital of Power One.

2.3 <u>Completion Time Procedures</u>

On or immediately prior to the Effective Date, Power One shall deliver or arrange to be delivered the certificates representing the Power One Shares required hereunder.

DISSENT RIGHTS

3.1 <u>Dissent Rights</u>

(1) Each registered MARV Shareholder shall have the right (the MARV Shareholder's "**Dissent Rights**") to dissent from the Arrangement and be paid the Fair Value for his MARV Shares provided that the MARV Shareholder exercises the holder's Dissent Rights:

   (i) in respect of all, and not less than all, of the MARV Shareholder's MARV Shares, and

   (ii) strictly in accordance with the rules and procedures set out in subsection 3.1(2) below.

(2) The rules and procedures (the "**Dissent Procedures**") by which an MARV Shareholder may exercise Dissent Rights are those set out in Division 2 of Part 8 of the BCBCA, provided that no MARV Shareholder who votes in favour of the Arrangement Resolution may exercise Dissent Rights or be a Dissenting MARV Shareholder.

(3) Each registered MARV Shareholder who validly exercises Dissent Rights in respect of all, and not less than all, of the MARV Shareholder's MARV Shares and otherwise strictly acts in accordance with the Dissent Procedures, and whose Dissent Rights have not been withdrawn, revoked, or otherwise cancelled at or before the Effective Time (each such MARV Shareholder a "**Dissenting MARV Shareholder**", and each of the Dissenting MARV Shareholder's MARV Shares, a "**Dissent Share**"), shall participate in the Arrangement in the manner set out in paragraph 2.2(a) hereof.

(4) The Fair Value of Dissent Shares shall be determined and, subject to subsection (6), paid in accordance with the rules, procedures, rights, and obligations set out in the BCBCA, and each payment by Power One to a Dissenting MARV Shareholder of the Fair Value of the Dissenting MARV Shareholder's

Dissent Shares shall be and be deemed to be in full, final, and conclusive payment, accord, and satisfaction of the debt claim issued to the Dissenting MARV Shareholder pursuant to paragraph 2.2(a) hereof, and all rights of every kind and description hereunder.

(5) MARV hereby designates, in respect of each payment of the Fair Value of Dissent Shares to a Dissenting MARV Shareholder, the lesser of:

(a) that portion of the payment that is deemed by subsection 84(3) of the Tax Act to be a taxable dividend paid by MARV to the MARV Dissenting Shareholder, and

(b) the amount by which that deemed dividend exceeds MARV's "low rate income pool" (as defined in subsection 89(1) of the Tax Act) at the time of payment,

to be an Eligible Dividend.

(6) Each payment by MARV to a Dissenting MARV Shareholder in accordance herewith shall be subject to, and be paid net of, all withholding taxes applicable to the payment pursuant Part XIII of the Tax Act.

AMENDMENTS

4.1 Amendments

MARV, in its sole discretion, may amend, modify or supplement this Plan of Arrangement from time to time at any time before the Effective Time provided that any such amendment, modification or supplement must be in writing and filed with the Court and, if made after the MARV Meeting, approved by the Court.

4.2 Effectiveness of Amendments Made Prior to or at the MARV Meeting

MARV may propose any amendment, modification or supplement to this Plan of Arrangement at any time prior to or at the MARV Meeting with or without prior notice or communication to the MARV Shareholders, and if so proposed and accepted by the MARV Shareholders voting at the MARV Meeting, shall be effective and become part of this Plan of Arrangement for all purposes.

4.3 Effectiveness of Amendments Made After the MARV Meeting

MARV may propose any amendment, modification or supplement to this Plan of Arrangement after the MARV Meeting but before the Effective Time and, if so proposed and approved by the Court after the MARV Meeting, shall be effective and become part of the Plan of Arrangement for all purposes.

No. S-212998

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 OF
MARVEL DISCOVERY CORP.,
involving POWER ONE RESOURCES CORP.

MARVEL DISCOVERY CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

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File No. 33176