

PODA TECHNOLOGIES LTD.

- and -

GAMORA CAPITAL CORP.

ARRANGEMENT AGREEMENT

February 8, 2021

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT dated February 8 , 2021,

BETWEEN:

PODA Technologies Ltd., a corporation existing under the laws of the Province of British Columbia (“**PODA**”)

- and -

Gamora Capital Corp., a corporation existing under the laws of the Province of British Columbia (“**Gamora**”)

WHEREAS:

- A. The Parties wish to propose an arrangement involving the acquisition by Gamora of all of the issued and outstanding PODA Shares in exchange for Gamora Preferred Shares as hereinafter provided.
- B. The Parties intend to carry out the transactions contemplated herein by way of a statutory plan of arrangement under the provisions of the BCBCA, and on and subject to the terms and conditions contained herein;
- C. The Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to such arrangements.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Agreement, unless the context otherwise requires:

“**Acquisition Proposal**” means, other than the transactions contemplated by this Agreement and other than any transaction involving only PODA, any written offer or proposal from any Person or group of Persons other than Gamora (or an affiliate of Gamora or any Person acting jointly or in concert with Gamora) received by PODA after the date of this Agreement relating to: (i) any sale or disposition (or any lease, license or other arrangement having the same economic effect as a sale or disposition) of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of PODA; (ii) any take-over bid, tender offer, exchange offer or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of PODA; or (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, or other similar transaction involving PODA pursuant to which any Person or group of Persons would own, directly or indirectly, 20% or more of the voting or equity securities of PODA or of the surviving entity or the resulting direct or indirect parent of PODA or the surviving entity;

“**affiliate**” has the meaning ascribed thereto in National Instrument 45-106 - *Prospectus Exemptions*;

“Agreement” means this arrangement agreement, together with the Schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

“Applicable IP Laws” means all applicable federal, provincial, state and local laws and regulations applicable to Intellectual Property in Canada, the United States and the jurisdictions in which PODA and/or the PODA Subsidiary has registered Intellectual Property;

“Applicable Laws” means, in relation to any Person or Persons, applicable Securities Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Entity that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity, having jurisdiction over such person or persons or its or their business, undertaking, property or securities;

“Arrangement” means an arrangement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or variations to the Plan of Arrangement made in accordance with the terms of the Plan of Arrangement or the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

“Assets” means the assets of PODA or Gamora, as applicable;

“Authorization” means, with respect to any Person, any order, permit, approval, grant, consent, waiver, license, certificate, judgment, writ, award, determination, exemption, direction, decision, decree, bylaw, rule, regulation, registration or similar authorization of, from or required by any Governmental Entity having jurisdiction over the Person;

“BCBCA” means the *Business Corporations Act* (British Columbia).

“Business Day” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

“Code” means the *United States Internal Revenue Code of 1986*, as amended;

“Consideration” means, for each PODA Share, the PODA Shareholder is entitled to 0.001 Gamora Preferred Share.

“Consideration Shares” means the Gamora Preferred Shares to be issued as Consideration pursuant to the Plan of Arrangement;

“Contracts” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the applicable Person is a party or by which it is legally bound or under which such Person has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied);

“Court” means the Supreme Court of British Columbia.

“CSE” means the Canadian Securities Exchange;

“CSE Policies” means the policies of the CSE as set forth in the CSE Policies.

“Dissent Rights” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;

"Effective Date" means the Effective Date as defined in the Plan of Arrangement;

"Effective Time" means the Effective Time as defined in the Plan of Arrangement;

"Encumbrances" means any and all claims, liens, security interests, mortgages, pledges, pre-emptive rights, charges, options, equity interests, encumbrances, proxies, voting agreements, voting trusts, leases, tenancies, easements or other interests of any nature or kind whatsoever, howsoever created, but shall not include: (i) an encumbrance for Taxes not yet due and delinquent; (ii) inchoate or statutory encumbrances of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Assets, provided that such encumbrances are related to obligations not due or delinquent and in respect of which adequate holdbacks are being maintained as required by Applicable Law; and (iii) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of either Party, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

"Environmental Laws" means all applicable federal, provincial, state, local and foreign Applicable Laws, imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, or to, the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);

"Environmental Liabilities" means, with respect to any Person, all liabilities, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, (including punitive damages, property damages, consequential damages and treble damages), costs and expenses, fines, penalties and sanctions incurred as a result of, or related to, any claim, suit, action, administrative order, investigation, proceeding or demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law arising under, or related to, any Environmental Laws, Environmental Permits, or in connection with any Release or threatened Release or presence of a Hazardous Substance whether on, at, in, under, from or about or in the vicinity of any real or personal property;

"Final Order" means the final order of the Court approving the Arrangement, as such order may be amended by the Court (with the consent of the Parties, 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 satisfactory to the Parties, each acting reasonably) on appeal;

"Gamora" means Gamora Capital Corp., a corporation existing under the laws of British Columbia;

"Gamora Business" means the business, prospects or affairs, carried on by Gamora;

"Gamora Debentures" means the convertible debentures convertible to Gamora Shares at \$0.025 per share, which bear interest at 1.0% per annum and are repayable three (3) years from date of issuance.

"Gamora Debenture Warrants" means the 7,500,000 common share purchase warrants each entitling the holder thereof to acquire one Gamora Share at any time on or before December 9, 2023 at an exercise price of \$0.10.

"Gamora Financial Statements" means the audited financial statements of Gamora as at and for the years ended November 30, 2020, November 30, 2019, and the period from incorporation to November 30, 2018;

"Gamora Option Plan" means the stock option plan of Gamora;

"Gamora Options" means the options to purchase Gamora Shares granted under the Gamora Option Plan;

“Gamora Preferred Shares” means the preferred shares in the capital of Gamora as constituted on the date hereof entitling each holder to a restricted right to convert one (1) preferred share into 1000 Gamora Shares upon certain events or automatically on the following terms:(i) 10% after twelve (12) months from the Effective Date of the Arrangement and (ii) 15% every three (3) months thereafter;

“Gamora Shareholders” means the holders of Gamora Shares;

“Gamora Shares” means the common shares in the capital of Gamora, as currently constituted;

“Gamora Warrants” means 19,500,000 common share purchase warrants each entitling the holder thereof to acquire one Gamora Share at any time on or before December 9, 2023 at an exercise price of \$0.10.

“Governmental Entity” means any applicable: (a) multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, minister, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, commissioner, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) stock exchange;

“Hazardous Substance” means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined under any Environmental Law;

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board;

“Intellectual Property” means (i) all inventions, arts, processes, compositions of matter, business methods, developments and improvements and all improvements thereto; (ii) all patents, pending patent applications and rights to file patent applications for the inventions referred to in paragraph (i); (iii) all patent disclosures and invention disclosures; and all rights of priority, reissue, divisional, continuation or continuation-in-part applications, revisions, extensions and re-examinations in connection therewith; (iv) all trade-marks, trade dress, logos, trade names, business names, corporate names and domain names; all translations, adaptations, derivations and combinations thereof; all goodwill associated therewith; and all applications, registrations and renewals in connection therewith; all copyrightable works and all copyrights; and all applications, registrations and renewals in connection therewith; (v) all other intellectual and industrial property (whether or not registered or the subject of an application for registration and whether or not registrable); (vi) all copies and tangible embodiments of any of the foregoing (in whatever form or medium); and (vii) all common law, statutory and contractual rights to the property and rights referred to in this definition;

“Interim Order” means the interim order of the Court made in connection with the Arrangement and providing for, among other things, the calling and holding of the PODA Meeting, as the same may be amended, supplemented or varied by the Court (with the consent of the Parties, each acting reasonably);

“Law” or **“Laws”** means, with respect to any Person, any and all applicable laws (statutory, common or otherwise), statute, constitution, treaty, convention, ordinance, code, rule, regulation, by-laws, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applicable by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property, assets or securities, the terms and conditions of any Authorization and to the extent they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended;

“Leased Real Property” means lands and/or premises which are used by PODA or Gamora, as applicable and which are leased, subleased, licensed to or otherwise occupied by them;

“Licensed IP” means the Intellectual Property owned by any person other than PODA or the PODA Subsidiary and which PODA and/or the PODA Subsidiary uses;

“Listing Statement” means a listing statement of Gamora in accordance with the requirements of CSE Form 2A;

“Material Adverse Change” means a change with respect to a Person that would have a Material Adverse Effect;

“Material Adverse Effect” means any change, event, occurrence, effect or circumstance that has a material adverse effect on the business, financial condition or results of operations of PODA or Gamora, as applicable, but excluding any change, event, occurrence, effect or circumstance arising out of, relating directly or indirectly to, resulting directly or indirectly from or attributable to:

- (a) any change, development or condition generally affecting the, businesses or segments thereof, in which PODA or Gamora operates, as applicable;
- (b) any change, development or condition in or relating to global, national or regional political conditions (including strikes, lockouts, riots or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial or capital markets;
- (c) any change, development or condition resulting from any act of sabotage, espionage, hacking, cyberattack or terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of sabotage, terrorism, hostilities or war;
- (d) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any Governmental Entity;
- (e) any change in applicable generally accepted accounting principles, including IFRS;
- (f) any earthquake or other natural disaster or outbreaks of illness or pandemic (including COVID-19 and the escalation thereof);
- (g) any action taken (or omitted to be taken) by PODA or Gamora, as applicable, which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is requested or consented to by Gamora or PODA, as applicable, in writing; and
- (h) any matter which has been disclosed in writing by one Party to the other prior to execution of this Agreement;

provided, however, (i) if an effect referred to in clauses (a) through to and including (f) above, materially and disproportionately adversely effects PODA or Gamora, as the case may be, relative to other comparable companies and entities operating in the industries and businesses in which PODA or Gamora as the case may be, operate, such effect may be taken into account in determining whether a Material Adverse Effect has occurred, but only to the extent of the disproportionate effect; and (ii) references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a “Material Adverse Effect” has occurred.

“Material Contract” means any Contract to which PODA is a party that is material to the PODA Business or to which Gamora is a party that is material to the Gamora Business, respectively;

“Misrepresentation” shall have the meaning ascribed thereto under the Securities Laws;

“Outside Date” means March 8, 2021, or such later date as may be agreed to in writing by the Parties;

“Parties” means Gamora and PODA, and **“Party”** means either of them;

“Person” includes an individual, partnership, association, company, corporation, body corporate, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Plan of Arrangement” means the plan of arrangement of PODA, substantially in the form and on the terms set out in Schedule A hereto, and any amendments or variations thereto made in accordance with Section 9.1 hereof, the Plan of Arrangement or upon direction of the Court with the consent of the Parties, each acting reasonably;

“PODA” means PODA Technologies Ltd. a corporation existing under the laws of British Columbia;

“PODA Arrangement Resolution” means the special resolution of the PODA Shareholders approving the Arrangement to be considered at the PODA Meeting, substantially in the form of Schedule B hereto;

“PODA Board” means the board of directors of PODA as the same is constituted from time to time;

“PODA Board Recommendation” means the unanimous determination of the PODA Board, after consultation with its legal advisors, that the Arrangement is in the best interests of PODA and is fair to PODA Shareholders and the unanimous recommendation of the PODA Board to PODA Shareholders that they vote in favour of the PODA Arrangement Resolution;

“PODA Business” means the business, prospects or affairs, carried on by PODA as at the date hereof;

“PODA Circular” means the notice of the PODA Meeting and information circular to be sent to the PODA Shareholders in connection with the PODA Meeting in accordance with the BCBCA and the Securities Laws;

“PODA Debenture” means the convertible debenture dated October 9, 2019, issued by PODA to High Standard Trust (2019) for gross proceeds of up to \$550,000.

“PODA Financial Statements” means the audited annual financial statements of PODA as at and for the year ended January 31, 2020, January 31, 2019 and the unaudited interim financials for the period ending October 31, 2020;

“PODA IP” means the Intellectual Property that has been developed by or for or is being developed by or for PODA and/or the PODA Subsidiary or that is being used by PODA and/or the PODA Subsidiary, other than Licensed IP;

“PODA Meeting” means the special meeting of PODA Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the PODA Arrangement Resolution, and for any other purpose as may be set out in the PODA Circular and agreed to in writing by the Parties;

“PODA Option Plan” means the stock option plan of PODA in force and effect as of the date hereof;

“PODA Options” means the stock options previously granted to directors and officers of PODA under the PODA Option Plan entitling them to purchase up to 3,925,044 PODA Shares;

“PODA Public Disclosure Record” means PODA’s publicly filed documents since January 1, 2020, as filed on the System for Electronic Document Analysis and Retrieval (SEDAR);

“PODA Shareholders” means the holders of PODA Shares;

“PODA Shareholder Approval” has the meaning ascribed thereto in Section 2.2(1)(c);

“PODA Shares” means common shares in the capital of PODA, as currently constituted;

“PODA Subsidiary” means California Distribution Company Ltd.;

“Regulation S” means Regulation S adopted by the SEC under the U.S. Securities Act;

“Regulatory Approvals” means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case, required or advisable under Laws in connection with the Arrangement;

“Representatives” means, collectively, in respect of a Person, its subsidiaries and its affiliates and its and their officers, directors, employees, consultants, advisors, agents or other representatives (including financial, legal or other advisors);

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, groundwater or property;

“SEC” means the United States Securities and Exchange Commission;

“Securities Authorities” means the applicable securities commissions or other securities regulatory authorities in each of the provinces of Canada;

“Securities Laws” means the applicable Canadian provincial securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Subco” means 1280123 BC Ltd;

“subsidiary” means, in respect of a Party, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such Party and shall include any body corporate, partnership, joint venture or other entity over which such Party exercises direction or control or which is in a like relation to a subsidiary;

“Tax Act” means the *Income Tax Act* (Canada), as amended from time to time;

“Taxes” in respect of a Party means: any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed, administered, assessed or collected by any Governmental Entity, including for greater certainty all income or profits, taxes (including federal, provincial, state, municipal and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business

license taxes, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) property, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers' compensation, and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which such Party or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not;

"Tax Returns" means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in written, electronic or other form) and any amendments, schedules, attachments, supplements, appendices and exhibits thereto, which have been prepared or filed or are required to be prepared or filed in respect of Taxes;

"United States" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"U.S. Exchange Act" means the *United States Securities Exchange Act of 1934*, as amended;

"U.S. Securities Act" means the *United States Securities Act of 1933*, as amended;

"U.S. Securities Laws" means federal and state securities legislation of the United States, including but not limited to the U.S. Exchange Act and the U.S. Securities Act; and

"wilful breach" of any representation, warranty or covenant of a Party means that, as applicable, a senior officer of the Party (a) had actual knowledge that a representation or warranty of the Party to which he or she served as a senior officer was materially false when made or (b) as to a covenant herein, directed or allowed the applicable Party to take an action, fail to take an action or permit an action to be taken or occur that he or she knew at such time constituted a material breach of a covenant herein by such Party.

Section 1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section or Schedule by number or letter or both refer to the Article, Section or Schedule, respectively, bearing that designation in this Agreement.

Section 1.3 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

Section 1.4 Date for Any Action

If the date on or by which any action is required or permitted to be taken hereunder by a Party is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

Section 1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "\$" refers to Canadian dollars.

Section 1.6 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS consistently applied.

Section 1.7 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of PODA or Gamora, as applicable, it refers to the actual knowledge of the Chief Executive Officer in respect of PODA and the actual knowledge of the President and Chief Executive Officer in respect of Gamora, in each case after reasonable inquiry and in each case in their capacity as officers of PODA or Gamora and not in their personal capacity, as of the date of this Agreement and does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge.

Section 1.8 Subsidiaries

To the extent any covenants or agreements relate, directly or indirectly, to a subsidiary of either Party, each such provision shall be construed as a covenant of the applicable Party to cause (to the fullest extent to which it is legally capable) such subsidiary to perform the required action.

Section 1.9 Statutes

Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

Section 1.10 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

- Schedule A – Form of Plan of Arrangement
- Schedule B – Form of PODA Arrangement Resolution
- Schedule C – Representations and Warranties of PODA
- Schedule D – Representations and Warranties of Gamora

ARTICLE 2 THE ARRANGEMENT

Section 2.1 The Arrangement

The Parties agree that the Arrangement shall be implemented in accordance with the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

Section 2.2 Interim Order

- (1) As soon as reasonably practicable after the date of this Agreement, PODA shall apply to the Court in a manner acceptable to PODA, acting reasonably, pursuant to the BCBCA and in cooperation with Gamora, prepare, file and diligently pursue an application for the Interim Order which shall provide, among other things:
 - (a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the PODA Meeting and the manner in which such notice is to be provided;

- (b) confirmation of the record date for the purposes of determining the PODA Shareholders entitled to receive notice of and vote at the PODA Meeting;
 - (c) that the requisite approval for the PODA Arrangement Resolution shall be 66⅔% of the votes cast on the PODA Arrangement Resolution by PODA Shareholders present in person or represented by proxy and entitled to vote at the PODA Meeting; (“**PODA Shareholder Approval**”) (it being understood that due to COVID-19 the PODA Meeting will be conducted virtually and in accordance with the BCBCA);
 - (d) that in all other respects, the terms, conditions and restrictions of PODA’s constating documents, including quorum requirements and other matters, shall apply in respect of the PODA Meeting;
 - (e) for the grant of the Dissent Rights to registered holders of PODA Shares which Dissent Rights shall provide for a PODA Shareholder’s written objection to the PODA Arrangement Resolution to be received by PODA at least two days before the PODA Meeting;
 - (f) for notice requirements with respect to the presentation of the application to the Court for the Final Order;
 - (g) that the PODA Meeting may be adjourned or postponed from time to time by PODA in accordance with the terms of this Agreement without the need for additional approval of the Court;
 - (h) that the record date for PODA Shareholders entitled to notice of and to vote at the PODA Meeting will not change in respect or as a consequence of any adjournment(s) or postponement(s) of the PODA Meeting; and
 - (i) for such other matters as the Parties may reasonably require, subject to obtaining the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.
- (2) In seeking the Interim Order, PODA shall advise the Court that it is Gamora’s intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Consideration Shares pursuant to the Arrangement and that, in connection therewith, the Court will be required to approve the substantive and procedural fairness of the terms and conditions of the Arrangement to each Person to whom the Consideration Shares will be issued. Each Person to whom Consideration Shares will be issued on completion of the Arrangement will be given adequate notice advising them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with adequate information to enable such Person to exercise such right.

Section 2.3 PODA Meeting

- (1) PODA shall consult with Gamora and set the record date for PODA Shareholders entitled to vote at the PODA Meeting as promptly as reasonably practicable, shall convene and conduct the PODA Meeting in accordance with the Interim Order, PODA’s constating documents and Law as soon as reasonably practicable, and shall not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the PODA Meeting without the prior written consent of Gamora, except:
- (a) as required for quorum purposes; or
 - (b) as required or permitted under Section 6.5.

- (2) Subject to the PODA Board making a PODA Change in Recommendation, PODA shall use commercially reasonable efforts to solicit proxies of PODA Shareholders in favour of the approval of the PODA Arrangement Resolution. PODA agrees to provide Gamora, upon request, with copies of or access to information regarding the PODA Meeting, as reasonably requested in writing from time to time by Gamora. PODA agrees, on request, to provide Gamora and its designated Representatives on a daily basis on each of the last ten (10) Business Days prior to the PODA Meeting with the aggregate tally of the proxies received by PODA in respect of the PODA Arrangement Resolution.
- (3) Except for non-substantive communications, PODA shall promptly advise Gamora of any written communication from any PODA Shareholder or other Person in opposition to the Arrangement, written notice of dissent or purported exercise by any PODA Shareholder of Dissent Rights received by PODA in relation to the PODA Arrangement Resolution and any withdrawal of Dissent Rights received by PODA, and any written communications sent by or on behalf of PODA to any PODA Shareholder exercising or purporting to exercise Dissent Rights in relation to the PODA Arrangement Resolution.
- (4) PODA shall not make any payment or settlement offer, or agree to any payment or settlement with respect to Dissent Rights without the prior written consent of Gamora.
- (5) PODA shall give notice to Gamora of the PODA Meeting and allow Representatives of Gamora to attend the PODA Meeting.
- (6) PODA shall not change the record date for the PODA Shareholders entitled to vote at the PODA Meeting in connection with any adjournment or postponement of the PODA Meeting, unless required by Law or the Court.
- (7) PODA, at the request of Gamora from time to time, shall provide Gamora with a list (in both written and electronic form) of the PODA Shareholders, together with their addresses and respective holdings of PODA Shares. PODA shall from time to time furnish Gamora with such additional information, including updated or additional lists of PODA Shareholders, and lists of securities positions and other assistance as Gamora may reasonably request in order to be able to communicate, along with representation from PODA, with respect to the Arrangement with the PODA Shareholders and with such other Persons as are entitled to vote on the PODA Arrangement Resolution.

Section 2.4 PODA Circular and Listing Statement

- (1) Each Party shall use all commercially reasonable efforts to take, or cause to be taken, all actions and do or cause to be done all things reasonably necessary, proper or advisable on its part under applicable Law to enable the listing on the CSE by Gamora of the Gamora Shares on the Effective Date.
- (2) As promptly as reasonably practicable following execution of this Agreement, (i) each of the Parties shall furnish all information regarding such Party and its Subsidiaries as may be required to be included in the PODA Circular pursuant to applicable Law and in the Listing Statement pursuant to the CSE Policies in order to enable Gamora to obtain a listing on the CSE, and (ii) Gamora and PODA shall work together to prepare the Listing Statement, and any other documents required by applicable Laws. Assuming compliance by the Parties with their obligations under clauses (i) and (ii) above, Gamora shall file, concurrent with the closing of the transactions contemplated herein or as otherwise instructed by the CSE or an applicable Governmental Entity, the Listing Statement and other required filings with applicable Governmental Entities in all jurisdictions where the same is required to be filed.

- (3) PODA shall as promptly as practicable prepare and complete, in consultation with Gamora, the PODA Circular together with any other documents required by Law in connection with the PODA Meeting and (subject to Gamora's compliance with Section 2.4(6)) cause the PODA Circular and such other documents to be sent to each PODA Shareholder and any other Person as required by the Interim Order or Law, in each case so as to permit the PODA Meeting to be held as soon as reasonably practicable as specified in Section 2.3(1).
- (4) PODA shall ensure that the PODA Circular complies in all material respects with the Interim Order and Law, and, without limiting the generality of the foregoing, that the PODA Circular does not contain any misrepresentation (except that PODA shall not be responsible for any information relating to Gamora or its affiliates which has been provided by Gamora) and provides PODA Shareholders with information prescribed by the BCBCA. Without limiting the generality of the foregoing, the PODA Circular shall include the PODA Board Recommendation.
- (5) Gamora shall ensure that the Listing Statement complies in all material respects with the policies of the CSE, and, without limiting the generality of the foregoing, that the Listing Statement does not contain any misrepresentation (except that Gamora shall not be responsible for any information relating to PODA or its affiliates which has been provided by PODA).
- (6) Each of the Parties shall furnish all such information regarding each Party as may be required by Law to be included in the PODA Circular and the Listing Statement and other documents related thereto. Each Party shall ensure that no such information will include any Misrepresentation.
- (7) Each of the Parties shall use commercially reasonable efforts to obtain any necessary consents from its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the PODA Circular and the Listing Statement and to the identification in the PODA Circular and the Listing Statement of each such advisor.
- (8) PODA shall give Gamora and its legal counsel a reasonable opportunity to review and comment on the PODA Circular and related documents, prior to the PODA Circular being distributed to PODA Shareholders, and reasonable consideration shall be given to any comments made by Gamora and its counsel, provided that all information relating solely to Gamora shall be in form and content reasonably satisfactory to Gamora.
- (9) Gamora shall give PODA and its legal counsel a reasonable opportunity to review and comment on the Listing Statement and related documents, prior to the Listing Statement being filed with the CSE and reasonable consideration shall be given to any comments made by PODA and its counsel, provided that all information relating solely to PODA shall be in form and content reasonably satisfactory to PODA.
- (10) Each Party shall promptly notify the other if at any time before the Effective Date, it becomes aware that the PODA Circular or the Listing Statement contains a misrepresentation or that the PODA Circular or the Listing Statement otherwise requires an amendment or supplement, and the Parties shall co-operate in the preparation of any amendment or supplement to the PODA Circular or the Listing Statement, as required or appropriate, and PODA shall promptly disseminate any amendment or supplement to the PODA Circular to PODA Shareholders.

Section 2.5 Final Order

If (i) the Interim Order is obtained, and (ii) the PODA Arrangement Resolution is passed at the PODA Meeting by PODA Shareholders as provided for in the Interim Order and as required by Law, subject to the terms of this Agreement, PODA shall as soon as reasonably practicable thereafter and in any event within three Business Days thereafter take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Division 5 of Part 9 of the BCBCA on terms satisfactory to the Parties, each acting reasonably.

Section 2.6 Court Proceedings

Subject to the terms of this Agreement, PODA shall, in cooperation with Gamora, diligently pursue the Interim Order and the Final Order and Gamora shall cooperate with and assist PODA in seeking the Interim Order and the Final Order, including by providing PODA on a timely basis any information required to be supplied by Gamora in connection therewith. PODA shall provide Gamora's legal counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and shall give reasonable consideration to all such comments. PODA shall ensure that all material filed with the Court in connection with the Arrangement is consistent with this Agreement and the Plan of Arrangement. PODA shall also provide Gamora's legal counsel on a timely basis with copies of any notice of appearance or notice of intent to oppose and any evidence served on PODA or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal therefrom. Subject to applicable Law, PODA shall not file any material with the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except as contemplated hereby or with Gamora's prior written consent, such consent not to be unreasonably withheld or delayed; provided that nothing herein shall require Gamora to agree or consent to any increase in the Consideration or other modification or amendment to such filed or served materials that expands or increases Gamora's obligations or diminishes Gamora's rights set forth in this Agreement or in such materials. In addition, PODA shall not object to legal counsel to Gamora making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that PODA is advised of the nature of any submissions prior to the hearing and such submissions are consistent with this Agreement and the Plan of Arrangement. PODA shall oppose any proposal from any Person that the Final Order contain any provision inconsistent with this Agreement, and if required by the terms of the Final Order or by Law to return to Court with respect to the Final Order do so only after notice to, and in consultation and cooperation with, Gamora.

Section 2.7 U.S. Securities Law Matters

The Parties agree that, to the extent U.S. Securities Laws apply, the Arrangement shall be carried out with the intention that all Consideration Shares issued under the Arrangement shall be issued by Gamora in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereunder. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act and to facilitate Gamora's compliance with other United States securities Laws, the Parties agree that the Arrangement shall be carried out on the following basis:

- (a) pursuant to Section 2.2(2), prior to the issuance of the Interim Order, the Court shall be advised as to the intention of Gamora to rely on the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Consideration Shares pursuant to the Arrangement, based on the Court's approval of the Arrangement;
- (b) prior to the issuance of the Interim Order, PODA shall file with the Court a copy of the proposed text of the PODA Circular together with any other documents required by Law in connection with the PODA Meeting;
- (c) the Court shall be required to satisfy itself as to the substantive and procedural fairness of each of the Arrangement and the issuance of the Consideration Shares pursuant to the Arrangement;
- (d) PODA shall ensure that each PODA Shareholder shall be given adequate and appropriate notice advising them of their right to attend the hearing of the Court for the Final Order to give approval to the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (e) all Persons entitled to receive Consideration Shares pursuant to the Arrangement shall be advised that the Consideration Shares issued pursuant to the Arrangement have not been registered under the U.S. Securities Act and shall be issued by Gamora in reliance on the exemption provided by Section 3(a)(10) of the U.S. Securities Act and, in the case of affiliates of Gamora, shall be subject

to certain restrictions on resale under the U.S. Securities Laws, including Rule 144 under the U.S. Securities Act;

- (f) the Interim Order approving the PODA Meeting shall specify that each Person entitled to receive Consideration Shares pursuant to the Arrangement shall have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within a reasonable time;
- (g) the Final Order approving the terms and conditions of the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as fair and reasonable to all Persons entitled to receive Gamora securities pursuant to the Arrangement;
- (h) the Final Order shall include a statement to substantially the following effect:

“This Order shall serve as the basis for reliance on the exemption provided by Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the distribution of preferred shares of Gamora pursuant to the Plan of Arrangement.”; and
- (i) the Court shall hold a hearing before approving the fairness of the terms and conditions of the Arrangement and issuing the Final Order.

Section 2.8 Amending Plan of Arrangement and Effective Date

- (1) The Parties shall amend the Plan of Arrangement at any time and from time to time prior to the Effective Date, at the reasonable request of the other Party, provided that no such amendment (i) is inconsistent with the Interim Order, the Final Order or this Agreement, (ii) is prejudicial to PODA or the PODA Shareholders in any respect, (iii) is prejudicial to Gamora or the Gamora Shareholders in any respect or (iv) creates a reasonable risk of delaying, impairing or impeding in any material respect the satisfaction of any conditions set forth in Article 6.
- (2) The closing of the Arrangement will take place at such location as may be agreed upon by the Parties.

Section 2.9 Payment of Consideration

Gamora shall, following receipt of the Final Order and prior to the Effective Time, deliver or cause to be delivered to PODA evidence of an executed and irrevocable treasury direction to its registrar and transfer agent to issue at the Effective Time, sufficient Gamora Preferred Shares (and any treasury directions addressed to Gamora’s transfer agent as may be necessary) to satisfy the aggregate Consideration to be paid to PODA Shareholders (other than dissenting PODA Shareholders) under the Arrangement.

Section 2.10 Fractional Shares

Fractional Gamora Preferred Shares may be issued to holders PODA Shares.

Section 2.11 Announcement and Shareholder Communications

The Parties shall issue a joint press release with respect to this Agreement and the Arrangement promptly following the execution of this Agreement, the text of such announcement to be in the form approved by each of the Parties in advance, acting reasonably and without delay. Each Party shall consult with the other Party prior to issuing any other press releases or otherwise making public written statements with respect to the Arrangement or this Agreement and shall provide the other Party with a reasonable

opportunity to review and comment on all such press releases or public written statements prior to the release thereof.

Section 2.12 Withholding Taxes

Gamora and PODA shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder or under the Plan of Arrangement such amounts as Gamora and PODA determines, acting reasonably, are required to be deducted and withheld therefrom under the Tax Act, the Code or any provision of any other Law. To the extent that such amounts are so deducted, withheld and remitted, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority. Any such Person subject to withholding may request reasonable evidence of payment to the appropriate taxing authority.

Section 2.13 Adjustment of Consideration

Notwithstanding anything to the contrary contained in this Agreement, if between the date of this Agreement and the Effective Time, the issued and outstanding PODA Shares or the issued and outstanding Gamora Shares shall have been changed into a different number of shares or a different class by reason of any stock split, reverse stock split, stock dividend, reclassification, redenomination or the like, then the Consideration to be paid per PODA Share shall be appropriately adjusted to provide to each Party and their respective shareholders the same economic effect as contemplated by this Agreement and the Arrangement prior to such action and as so adjusted shall, from and after the date of such event, be the Consideration to be paid per PODA Share.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF PODA

Section 3.1 Representations and Warranties

- (1) Except as disclosed in the PODA Public Disclosure Record, PODA hereby represents and warrants to and in favour of Gamora as set forth in Schedule C, and acknowledges that Gamora is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (2) Except for the representations and warranties set forth in this Agreement, neither PODA nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of PODA. Any investigation by Gamora or its Representatives shall not mitigate, diminish or affect the representations and warranties of PODA pursuant to this Agreement.
- (3) The representations and warranties of PODA contained in this Agreement shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms, provided, however, that no such termination will affect a Party's rights or obligations arising out of a wilful breach of any representation or warranty hereunder.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF GAMORA

Section 4.1 Representations and Warranties of Gamora

- (1) Gamora hereby represents and warrants to and in favour of PODA as set forth in Schedule D, and acknowledges that PODA is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (2) Except for the representations and warranties set forth in this Agreement, neither Gamora nor any other Person has made or makes any other express or implied representation or warranty, either

written or oral, on behalf of Gamora. Any investigation by PODA or its Representatives shall not mitigate, diminish or affect the representations and warranties of Gamora pursuant to this Agreement.

- (3) The representations and warranties of Gamora contained in this Agreement shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms, provided, however, that no such termination will affect a Party's rights or obligations arising out of a wilful breach of any representation or warranty hereunder.

ARTICLE 5 COVENANTS OF THE PARTIES

Section 5.1 Covenants of PODA

- (1) PODA covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms:
- (a) PODA shall conduct its business in the ordinary course of business, and use commercially reasonable efforts to maintain and preserve its business organization, assets, goodwill and business relationships;
 - (b) PODA (i) will convene the PODA Meeting for the purposes of approving the matters to be considered at the PODA Meeting; (ii) will use its commercially reasonable efforts to solicit the PODA Shareholders to vote in favour of the PODA Arrangement Resolution at the PODA Meeting; and (iii) will deliver to the PODA Shareholders all documentation required in connection with the PODA Meeting in accordance with Applicable Laws and the PODA by-laws as soon as reasonably practicable;
 - (c) other than has been disclosed to and approved by Gamora in writing prior to the Effective Date, PODA shall not incur any additional liabilities or expend any cash in excess of an aggregate of \$100,000;
 - (d) PODA shall not sell or transfer any assets without the prior written consent of Gamora;
 - (e) PODA will use commercially reasonable efforts to obtain any third-party approvals required in respect of the Arrangement;
 - (f) PODA will use commercially reasonable efforts to comply promptly with all requirements which Applicable Law may impose on PODA with respect to the Arrangement; and
 - (g) PODA will cooperate and provide Gamora and its representatives with full copies of and access to, all contracts, financial records and statements, books, records, documents and other such information regarding its previous businesses as they may require, as well as access to technical personnel and to such premises and personnel of PODA, if any, as may be reasonably requested.
- (2) Without limiting the generality of Section 5.1(1), PODA covenants and agrees that, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, PODA shall not without the prior written consent of Gamora:
- (a) (i) amend its articles, constating documents or other comparable organizational documents; (ii) split, combine or reclassify any shares in the capital of PODA; (iii) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares in the capital of PODA, or any rights convertible into or exchangeable or exercisable for, or

otherwise evidencing a right to acquire, shares or other securities of PODA; (iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities of PODA; (v) unless otherwise set forth in this Agreement, amend the terms of any of its securities; (vi) reduce the stated capital of any of its securities; (vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of PODA; (viii) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with IFRS; (ix) take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice; or (x) enter into any agreement with respect to any of the foregoing;

- (b) reorganize, amalgamate, consolidate or merge with any Person;
- (c) other than in the ordinary course of business, enter into or terminate any hedges, swaps or other financial instruments or like transaction;
- (d) (i) grant to any officer, employee, consultant or director of PODA an increase in compensation in any form, or grant any general salary increase; (ii) make any loan to any officer, employee, consultant or director of PODA; or (iii) take any action with respect to the grant of, or amendment to, any severance, change of control, retention, bonus or termination pay to, or enter into, establish, amend or terminate any employment agreement, deferred compensation or other similar agreement with, or hire, or terminate employment (except for just cause or poor performance, and the backfill of those positions in the ordinary course of business) of, any officer, employee, consultant or director of PODA;
- (e) settle, pay, discharge, satisfy, compromise, waive, assign or release (i) any action, claim or proceeding brought against PODA (except where the action, claim or proceeding is insured and PODA's contribution does not exceed its deductible); or (ii) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Plan of Arrangement;
- (f) enter into any agreement or arrangement that limits or otherwise restricts in any material respect PODA or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect PODA or any of its affiliates from competing in any manner;
- (g) declare, set aside or pay any dividends or other distribution (whether in cash, shares or property, or any combination thereof) on the PODA Shares;
- (h) make or commit to make any material donation, gift or similar payment;
- (i) engage in any transaction with any related party (as defined under the Securities Laws) other than in relation to employment matters not prohibited hereby;
- (j) agree, resolve or commit to do any of the foregoing; or
- (k) make or rescind any Tax election, settle or compromise any Tax liability, extend any period for filing a Tax Return, waive or extend any period to collect or assess any Tax, amend any Tax Return, file any voluntary disclosure, or agree to take any of the foregoing actions.

Section 5.2 Covenants of Gamora

- (1) Gamora covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms:
 - (a) Gamora shall conduct its business in the ordinary course of business, and use commercially reasonable efforts to maintain and preserve its business organization, assets, goodwill and business relationships;
 - (b) Gamora shall not sell or transfer any assets without the prior written consent of PODA;
 - (c) Gamora will use commercially reasonable efforts to obtain any third-party approvals required in respect of the Arrangement; and
 - (d) Gamora will use commercially reasonable efforts to comply promptly with all requirements which Applicable Law may impose on Gamora with respect to the Arrangement.

- (2) Without limiting the generality of Section 5.2(1), Gamora covenants and agrees that, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, Gamora shall not without the prior written consent of PODA:
 - (a) (i) amend its articles, constating documents or other comparable organizational documents; (ii) split, combine or reclassify any shares in the capital of Gamora; (iii) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares in the capital of Gamora, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other securities of Gamora; (iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities of Gamora; (v) unless otherwise set forth in this Agreement, amend the terms of any of its securities; (vi) reduce the stated capital of any of its securities; (vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Gamora; (viii) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with IFRS; (ix) take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice; or (x) enter into any agreement with respect to any of the foregoing;
 - (b) reorganize, amalgamate, consolidate or merge with any Person;
 - (c) declare, set aside or pay any dividends or other distribution (whether in cash, shares or property, or any combination thereof) on the Gamora Shares;
 - (d) make or commit to make any material donation, gift or similar payment; or
 - (e) agree, resolve or commit to do any of the foregoing.

Section 5.3 Covenants with Respect to the Arrangement

- (1) Subject to Section 5.4 which shall govern in relation to Regulatory Approvals, each of the Parties covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms:
 - (a) it shall use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 6 to the extent the

same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Laws to complete the Arrangement, including using commercially reasonable efforts to promptly (i) obtain all necessary waivers, consents and approvals required from, and provide all required notices to, Persons party to loan agreements, leases, licenses and other Contracts or Authorizations; (ii) obtain all necessary Authorizations as are required to be obtained by it under all Laws; (iii) defend all lawsuits or other legal, regulatory or other proceedings against it challenging or affecting the Arrangement or this Agreement, and oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop, or otherwise adversely affecting, the ability of the Parties to consummate the Arrangement; and (iv) cooperate with the other Party in connection with the performance by it of their obligations hereunder;

- (b) it shall not deliberately take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to materially delay or materially impede the consummation of the Arrangement, or that will have, or would reasonably be expected to have, the effect of materially delaying, impairing or impeding the granting of the Regulatory Approvals; and
 - (c) it shall conduct itself so as to keep the other Party fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business; provided that such disclosure is not otherwise prohibited by reason of confidentiality owed to a third party or otherwise prevented by Law or is in respect of competitively sensitive information.
- (2) PODA shall promptly notify Gamora in writing of: (i) any Material Adverse Effect in respect of PODA, or any fact or state of facts, circumstance, change, effect, occurrence or event that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect in respect of PODA; (ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the Arrangement; (iii) any notice or other communication from any material supplier, joint venture partner, customer or other material business partner to the effect that such material supplier, joint venture partner, customer or other material business partner is terminating, may terminate or is otherwise materially adversely modifying or may materially adversely modify its relationship with PODA as a result of this Agreement or the Arrangement; (iv) any notice or other communication received from any Governmental Entity in connection with this Agreement (and PODA shall contemporaneously provide a copy of any such written notice or communication to Gamora where not prohibited by Law); or (v) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting PODA or the assets of PODA.
- (3) Gamora shall promptly notify PODA in writing of: (i) any Material Adverse Effect in respect of Gamora, or any fact or state of facts, circumstance, change, effect, occurrence or event that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect in respect of Gamora; (ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the Arrangement; (iii) any notice or other communication from any material supplier, joint venture partner, customer or other material business partner to the effect that such material supplier, joint venture partner, customer or other material business partner is terminating, may terminate or is otherwise materially adversely modifying or may materially adversely modify its relationship with Gamora; (iv) any notice or other communication received from any Governmental Entity in connection with this Agreement (and Gamora shall contemporaneously provide or cause to be provided a copy of any such written notice or communication to PODA where not prohibited by

Law); or (v) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting Gamora or the assets of Gamora.

Section 5.4 Regulatory Approvals

- (1) As soon as reasonably practicable after the date hereof each Party, or where appropriate, the Parties jointly, shall make all notifications, filings, applications and submissions with Governmental Entities required or advisable in connection with the Regulatory Approvals and shall use its commercially reasonable efforts to obtain as soon as reasonably practicable and maintain the Regulatory Approvals.
- (2) The Parties shall cooperate with one another in connection with obtaining the Regulatory Approvals including providing or submitting on a timely basis, and as promptly as practicable, all documentation and information that is required, or in the opinion of a Party, acting reasonably, advisable, in connection with obtaining the Regulatory Approvals and use their commercially reasonable efforts to ensure that such information does not contain a misrepresentation; provided, however, that nothing in this provision shall require a Party to provide information that is not in its possession or not otherwise reasonably available to it.
- (3) The Parties shall (i) cooperate with and keep one another fully informed as to the status of and the processes and proceedings relating to obtaining the Regulatory Approvals and shall promptly notify each other of any communication from any Governmental Entity in respect of the Arrangement or this Agreement, (ii) respond, as soon as reasonably practicable, to any requests for information from a Governmental Entity in connection with obtaining a Regulatory Approval, and (iii) not make any submissions or filings to any Governmental Entity related to the transactions contemplated by this Agreement, or participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, submissions, investigations or other inquiries or matters related to the transactions contemplated by this Agreement, unless it consults with the other Party in advance and, to the extent not precluded by such Governmental Entity, gives the other Party a reasonable opportunity to review drafts of any submissions or filings (and will give due consideration to any comments received from such other Party) and to attend and participate in any communications. Despite the foregoing, submissions, filings or other written communications with any Governmental Entity may be redacted as necessary before sharing with the other Party to address reasonable attorney-client or other privilege or confidentiality concerns, provided that a Party must provide external legal counsel to the other Party non-redacted versions of drafts and final submissions, filings or other written communications with any Governmental Entity on the basis that the redacted information will not be shared with its clients.
- (4) Each Party shall promptly notify the other Party if it becomes aware that any (i) application, filing, document or other submission for a Regulatory Approval contains a misrepresentation, or (ii) any Regulatory Approval contains, reflects or was obtained following the submission of any application, filing, document or other submission containing a misrepresentation, such that an amendment or supplement may be necessary or advisable. In such case, the Parties will cooperate in the preparation, filing and dissemination, as applicable, of any such amendment or supplement.
- (5) The Parties shall request that the Regulatory Approvals be processed by the applicable Governmental Entity on an expedited basis and, to the extent that a public hearing is held, the Parties shall request the earliest possible hearing date for the consideration of the Regulatory Approvals. Related thereto, the Parties, as applicable, shall promptly notify any Governmental Entity that is responsible for issuing a Regulatory Approval that it is prepared to meet, by telephone or in-person at the Governmental Entity's offices, with a view to obtaining the Regulatory Approvals on an expedited basis.
- (6) If any objections are asserted with respect to the transactions contemplated by this Agreement under any Law, or if any proceeding is instituted or threatened by any Governmental Entity

challenging or which could lead to a challenge of any of the transactions contemplated by this Agreement as not in compliance with Law or as not satisfying any applicable legal text under a Law necessary to obtain the Regulatory Approvals, the Parties shall use their commercially reasonable efforts consistent with the terms of this Agreement to resolve such proceeding so as to allow the Effective Time to occur on or prior to the Outside Date.

Section 5.5 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with applicable Law and the terms of any existing Contracts, each Party shall give the other Party and its Representatives (a) upon reasonable notice, reasonable access during normal business hours to its and its subsidiaries' (i) premises, (ii) property and assets (including books and records), (iii) Contracts and leases and (iv) senior personnel and Representatives, so long as the access does not unduly interfere with the ordinary course conduct of the business of the Party in question; and (b) such financial and operating data or other information with respect to the assets or business of such Party and its subsidiaries as the other Party from time to time reasonably requests. Each Party shall continue to afford the other Party and its Representatives with access to its data room.

ARTICLE 6 CONDITIONS

Section 6.1 Mutual Conditions Precedent

The respective obligations of the Parties to complete the transactions contemplated by this Agreement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Date, each of which may only be waived with the mutual consent of the Parties:

- (a) the Interim Order and the Final Order shall have each been obtained on terms consistent with this Agreement and shall not have been set aside or modified in a manner unacceptable to either of the Parties, acting reasonably, on appeal or otherwise;
- (b) the PODA Arrangement Resolution shall have been passed by the PODA Shareholders at the PODA Meeting in accordance with the Interim Order;
- (c) all Regulatory Approvals that are necessary or advisable to consummate the transactions contemplated by this Agreement and the failure of which to obtain would, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect in respect of either Gamora or PODA, shall have been made, given or obtained on terms that are acceptable to the Parties, each acting reasonably;
- (d) the Consideration Shares to be issued under the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof and shall not be subject to resale restrictions in the United States under the U.S. Securities Act (other than as may be prescribed by Rule 144 and Rule 145, as applicable, under the U.S. Securities Act); and
- (e) no action, suit, proceeding, objection, opposition, order or injunction shall have been taken, entered or promulgated by any Governmental Entity and no Law shall have been enacted, issued, promulgated, enforced, amended or applied, in each case, which prevents, prohibits or enjoins any of the Parties from consummating the Arrangement, or that would, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect in respect of Gamora or PODA if the Arrangement is consummated.

Section 6.2 Additional Conditions Precedent to the Obligations of Gamora

The obligations of Gamora to complete the transactions contemplated by this Agreement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Date, each of which is for the exclusive benefit of Gamora and may be waived by Gamora in whole or in part at any time:

- (a) all covenants of PODA under this Agreement to be performed on or before the Effective Date which have not been waived by Gamora shall have been duly performed by PODA in all material respects, and Gamora shall have received a certificate of PODA addressed to Gamora and dated the Effective Date, signed on behalf of PODA by a senior executive officer of PODA (on PODA's behalf and without personal liability), confirming the same as of the Effective Date;
- (b) the representations and warrants of PODA set forth in Schedule C shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such other representations and warranties to be so true and correct would not, individually or in the aggregate, have a Material Adverse Effect in respect of PODA; and Gamora shall have received a certificate of PODA addressed to Gamora and dated the Effective Date, signed on behalf of PODA by a senior executive officer of PODA (on PODA's behalf and without personal liability), confirming the same as of the Effective Date;
- (c) since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public) any Material Adverse Effect in respect of PODA;
- (d) PODA Shareholders shall not have exercised Dissent Rights in connection with the Arrangement with respect to more than 1% of the issued and outstanding PODA Shares.
- (e) PODA's status as a reporting issuer is not in default under applicable Canadian Securities Laws.
- (f) as of the Effective Time no finders' or broker fees or other such payments shall be owed by PODA..

Section 6.3 Additional Conditions Precedent to the Obligations of PODA

The obligations of PODA to complete the transactions contemplated by this Agreement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Date, each of which is for the exclusive benefit of PODA and may be waived by PODA in whole or in part at any time:

- (a) all covenants of Gamora under this Agreement to be performed on or before the Effective Date which have not been waived by PODA shall have been duly performed by Gamora in all material respects, and PODA shall have received a certificate of Gamora, addressed to PODA and dated the Effective Date, signed on behalf of Gamora by a senior executive officer of Gamora (on Gamora's behalf and without personal liability), confirming the same as of the Effective Date;
- (b) the representations and warranties of Gamora set forth in Schedule D shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where any failure or failures of any such other representations and warranties to be so true and correct would not, individually or in the aggregate, have a Material Adverse Effect in respect of Gamora; and PODA shall have received a certificate of Gamora addressed to PODA and dated the Effective Date, signed on behalf of Gamora by a senior executive officer of Gamora (on Gamora's behalf and without personal liability), confirming the same as of the Effective Date;

- (c) as of the Effective Time no finders' or broker fees or other such payments shall be owed by Gamora;
- (d) Gamora shall have assumed all of the obligations of PODA under the PODA Options and the PODA Debenture, except that for each PODA Share which each holder was entitled to acquire under the PODA Options, the holder shall be entitled to acquire 0.001 Gamora Preferred Share; and
- (e) since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public) any Material Adverse Effect in respect of Gamora.

Section 6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1 to Section 6.3 shall be conclusively deemed to have been satisfied, waived or released at the Effective Time.

Section 6.5 Notice and Cure Provisions

- (1) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier of the termination of this Agreement and the Effective Time of any event or state of facts which occurrence or failure would, or would reasonably be expected to:
 - (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or
 - (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Effective Time,

in each case to the extent that the conditions in Section 6.2(a) and Section 6.2(b), in the case of PODA's representations, warranties and covenants, and Section 6.3(a) and 6.3(b) in the case of Gamora's representations, warranties and covenants, would not be capable of being satisfied at any time from the date hereof until the Effective Date.

- (2) Gamora may not exercise its rights to terminate this Agreement pursuant to Section 8.2(1)(d) and PODA may not exercise its right to terminate this Agreement pursuant to Section 8.2(1)(c) unless the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment of the applicable condition or for the applicable termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement pursuant to such termination right until the earlier of (i) the Outside Date and (ii) the date that is 10 Business Days from such notice, and then only if such matter has not been cured by such date. If such notice has been delivered prior to the making of the application for the Final Order or the PODA Meeting, such application and/or meeting shall be postponed, if and to the extent necessary, until the expiry of such period.

ARTICLE 7 ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

Section 7.1 Covenants Regarding Non-Solicitation

- (1) PODA shall not, and none of its directors and officers shall, and PODA shall instruct its Representatives not to, directly or indirectly:
 - (a) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of PODA or any subsidiary) any inquiry, proposal or

offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

- (b) enter into or otherwise engage or participate in any substantive discussions or negotiations with any Person (other than Gamora or any Person acting jointly or in concert with Gamora) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; provided that, for greater certainty, PODA shall be permitted to: (i) communicate with any Person for the purposes of clarifying the terms of any inquiry, proposal or offer made by such Person; and (ii) advise any Person of the restrictions of this Agreement; and
- (c) withdraw, amend, modify or qualify, in a manner adverse to Gamora, the PODA Board Recommendation.

ARTICLE 8 TERM, TERMINATION, AMENDMENT AND WAIVER

Section 8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

Section 8.2 Termination

- (1) This Agreement may be terminated prior to the Effective Time by:
 - (a) the mutual written agreement of the Parties; or
 - (b) either PODA or Gamora if:
 - (i) the PODA Meeting is duly convened and held and the PODA Arrangement Resolution is voted on by PODA Shareholders and not approved by the PODA Shareholders as required by the Interim Order;
 - (ii) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins PODA or Gamora from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided that the Party seeking to terminate this Agreement pursuant to this Section 8.2(1)(b)(ii) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement and provided further that the enactment, making, enforcement or amendment of such Law was not primarily due to the failure of such Party to perform any of its covenants or agreements under this Agreement; or
 - (iii) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 8.2(1)(b)(iii) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or
 - (c) PODA if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Gamora under this Agreement occurs that would cause any

condition in Section 6.3(a) or Section 6.3(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 6.5; provided that any wilful breach shall be deemed to be incapable of being cured and PODA is not then in breach of this Agreement so as to cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied; or

- (d) Gamora if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of PODA under this Agreement occurs that would cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 6.5; provided that any wilful breach shall be deemed to be incapable of being cured and Gamora is not then in breach of this Agreement so as to cause any condition in Section 6.3(a) or Section 6.3(b) not to be satisfied.
- (2) Subject to Section 6.5(2), if applicable, the Party desiring to terminate this Agreement pursuant to Section 8.2(1) (other than pursuant to Section 8.2(1)(a)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

Section 8.3 Termination Fees and Expenses

Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

ARTICLE 9 GENERAL PROVISIONS

Section 9.1 Amendment

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the PODA Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, and any such amendment may, subject to the Interim Order and the Final Order and Law, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify the performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any mutual conditions precedent herein contained.

Section 9.2 Waiver

Any Party may (i) extend the time for the performance of any of the obligations or acts of the other Party, (ii) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

Section 9.3 Third Party Beneficiaries

Each of the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 9.4 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in the Plan of Arrangement without any further act or formality, each of the Parties to this Agreement shall 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 reasonably be required by any of them in order to further document or evidence any of the transactions or events set out therein.

Section 9.5 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or email, or as of the following Business Day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

(a) if to Gamora:

Gamora Capital Corp.
2800 Park Place, 666 Burrard St,
Vancouver, BC
V6C 2Z7
E-Mail: [Redacted - Personal Information]
Attention: Jordan Crockett

with a copy to:

DLA Piper (Canada) LLP
2800 Park Place, 666 Burrard St,
Vancouver, BC
V6C 2Z7
E-Mail: denis.silva@dlapiper.com
Attention: Denis Silva

(b) if to PODA:

PODA Technologies Ltd.
Unit 101, 334 East Kent Ave South,
Vancouver, BC, V5X 4N6
E-Mail: [Redacted - Personal Information]
Attention: Ryan Selby

with a copy to:

Harper Grey LLP
3200 - 650 West Georgia Street
Vancouver BC V6B 4P7
E-Mail: dlawrenson@harpergrey.com
Attention: Drew Lawrenson

Section 9.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of British Columbia situated in the City of Vancouver with respect to any dispute related to this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 9.7 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent or address breaches or threatened breaches of this Agreement, and any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief is hereby being waived, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

Section 9.8 Time of Essence

Time shall be of the essence in this Agreement.

Section 9.9 Entire Agreement, Binding Effect and Assignment

This Agreement (including the Schedules hereto), constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder. Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Party.

Section 9.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 9.11 No Liability

No director or officer of a Party or of any of its affiliates shall have any personal liability whatsoever to the other Party under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of a Party.

Section 9.12 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 9.13 Counterparts, Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first written above.

GAMORA CAPITAL CORP.

Per: (signed) Jordan Crockett
Name: Jordan Crockett
Title: Director

PODA TECHNOLOGIES LTD.

Per: (signed) Ryan Selby
Name: Ryan Selby
Title: CEO

**SCHEDULE A
FORM OF PLAN OF ARRANGEMENT**

**PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9
OF THE *BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)***

**ARTICLE 1
INTERPRETATION**

1.1 Definitions.

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

“Arrangement” means an arrangement under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of this Plan of Arrangement or the Arrangement Agreement or at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably.

“Arrangement Agreement” means the arrangement agreement made as of February 8, 2021 between Gamora and PODA together with the schedules attached thereto, as same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“BCBCA” means the *Business Corporations Act* (British Columbia).

“Business Day” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia.

“Consideration” means, for each PODA Share, the PODA Shareholder is entitled to 0.001 Gamora Preferred Share.

“Consideration Shares” means the Gamora Preferred Shares to be issued as Consideration pursuant to the Plan of Arrangement.

“Court” means the Supreme Court of British Columbia.

“CSE” means the Canadian Securities Exchange.

“Dissenting Holder” means a PODA Shareholder who has duly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the PODA Shares in respect of which Dissent Rights are validly exercised by such holder.

“Effective Date” means the date Gamora and PODA agree to in writing, each acting reasonably, as the effective date of the Arrangement, which date will be after all of the conditions precedent to the completion of the Arrangement specified in the Arrangement Agreement and the Final Order have been satisfied or waived.

“Effective Time” means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

“Final Order” means the final order of the Court approving the Arrangement, as such order may be amended by the Court (with the consent of the Parties, 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 satisfactory to the Parties, each acting reasonably) on appeal.

“Gamora” means Gamora Capital Corp., a corporation existing under the laws of British Columbia.

“Gamora Preferred Shares” means the preferred shares in the capital of Gamora as constituted on the date hereof entitling each holder to a restricted right to convert one (1) preferred share into 1000 Gamora Shares upon certain events or automatically on the following terms: (i) 10% after twelve (12) months from the Effective Date of the Arrangement and (ii) 15% every three (3) months thereafter;

“Gamora Shares” means the common shares in the capital of Gamora, as currently constituted.

“Governmental Entity” means any applicable: (a) multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, minister, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, commissioner, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) stock exchange.

“holder” means a holder of PODA Shares whose name appears in the register of holders of PODA Shares maintained by or on behalf of PODA and, where applicable, includes joint holders of such PODA Shares.

“Interim Order” means the interim order of the Court made in connection with the Arrangement and providing for, among other things, the calling and holding of the PODA Meeting, as the same may be amended, supplemented or varied by the Court (with the consent of the Parties, each acting reasonably).

“Law” or **“Laws”** means, with respect to any Person, any and all applicable laws (statutory, common or otherwise), statute, constitution, treaty, convention, ordinance, code, rule, regulation, by-laws, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applicable by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property, assets or securities, the terms and conditions of any Authorization and to the extent they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

“Letter of Transmittal” means the letter of transmittal sent by PODA to the PODA Shareholders with the PODA Circular.

“Liens” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances, encroachments, options, adverse rights or claims or other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

“Parties” means Gamora and PODA, and **“Party”** means either of them.

“Person” includes an individual, partnership, association, company, corporation, body corporate, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

“Plan of Arrangement” means this plan of arrangement, and any amendments or variations made in accordance with Section 9.1 of the Arrangement Agreement, this plan of arrangement or upon the direction of the Court with the consent of the Parties, each acting reasonably.

“PODA” means PODA Technologies Ltd., a corporation existing under the laws of British Columbia.

“PODA Arrangement Resolution” means the special resolution of the PODA Shareholders approving the Arrangement to be considered at the PODA Meeting, substantially in the form of Schedule B to the Arrangement Agreement.

“PODA Circular” means the notice of the PODA Meeting and information circular to be sent to the PODA Shareholders in connection with the PODA Meeting prepared in accordance with the BCBCA and the Securities Laws.

“PODA Meeting” means the special meeting of PODA Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the PODA Arrangement Resolution and for any other purpose as may be set out in the PODA Circular and agreed to in writing by the Parties.

“PODA Shareholders” means the holders of PODA Shares.

“PODA Shares” means common shares in the capital of PODA, as currently constituted.

“Tax Act” means the *Income Tax Act* (Canada).

Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

- (1) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (2) **Currency.** Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.
- (3) **Gender and Number.** In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- (4) **Certain Phrases, etc.** The words (i) **“including”, “includes” and “include”** mean **“including (or includes or include) without limitation,”** (ii) **“the aggregate of”, “the total of”, “the sum of”,** or a phrase of similar meaning means **“the aggregate (or total or sum), without duplication, of,”** and (iii) unless stated otherwise, **“Article”, “Section”, and “Schedule”** followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement.
- (5) **Statutes.** Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (6) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- (7) **Time References.** References to time are to local time, Vancouver, British Columbia.

**ARTICLE 2
THE ARRANGEMENT**

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement except in respect of the sequence of the steps comprising the Arrangement which will occur in the order set forth herein. This Plan of Arrangement constitutes an arrangement as referred to in Section 288 of the BCBCA.

2.2 Binding Effect.

This Plan of Arrangement and the Arrangement will become effective, and be binding on the Parties, all holders and beneficial owners of PODA Shares, including Dissenting Holders, at and after, the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement.

Commencing at the Effective Time, the following shall occur and shall be deemed to occur as set out below without any further authorization, act or formality, in each case effective as at five-minute intervals starting at the Effective Time:

(a) **Dissenting Shareholders.**

Each PODA Share held by a PODA Shareholder who has validly exercised its Dissent Rights (and the Dissent Right of such PODA Shareholder to dissent with respect to such PODA Share has not terminated or ceased to apply with respect to such PODA Share) will be and be deemed to be transferred by such PODA Shareholder to Gamora, free and clear of any Liens, without any further act or formality, and such PODA Shareholder will cease to be the holder thereof or have any rights as a holder in respect of such PODA Share other than the right to be paid by Gamora the fair value of such PODA Share determined and payable in accordance with Article 3.1 hereof; such PODA Shareholder's name shall be removed from the register of holders of PODA Shares, Gamora shall be the legal and beneficial owner of the PODA Shares transferred pursuant to this Section 2.3 and Gamora shall be added to the register of holders of PODA Shares accordingly;

(b) **Exchange of PODA Shares for Consideration Shares.**

All PODA Shares, other than those referred to in Section 2.3(a) shall be exchanged on the following basis:

- (i) all such PODA Shares shall be transferred, free and clear of any Liens, to Gamora, solely in exchange for the issue by Gamora to the PODA Shareholders in respect of such PODA Shares of the Consideration Shares, subject to Section 2.3 hereof; and
- (ii) upon completion of the exchanges referred to in this Section 2.3(b), each PODA Shareholder: shall cease to be such a holder of PODA Shares; shall, if a registered holder, have such holder's name removed from the register of holders of PODA Shares; shall be a holder of the Consideration Shares to which such holder is entitled as a result of such exchanges; and, if a registered holder, shall have its name added to the register of holders of Gamora Shares accordingly; and Gamora shall be the legal and beneficial owner of the PODA Shares transferred pursuant to this Section 2.3(b) and Gamora shall be added to the register of holders of PODA Shares accordingly.

(c) **Canadian Tax Treatment.**

Gamora and PODA intend that for Canadian federal income Tax purposes (and applicable provincial Tax purposes) the exchange of PODA Shares for Consideration Shares will qualify as a tax deferred rollover pursuant to subsection 85.1(1) of the Tax Act.

(d) **Change of Name**

Gamora shall change its corporate name from "PODA Lifestyle and Wellness Ltd." to such other name as may be determined by Gamora.

**ARTICLE 3
RIGHTS OF DISSENT**

3.1 Rights of Dissent.

PODA Shareholders may exercise dissent rights ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Final Order and this Section 3.1; provided that, notwithstanding Subsection 242 of the BCBCA, the written objection to the PODA Arrangement Resolution referred to in Subsection 242 of the BCBCA must be received by PODA not later than 5:00 p.m. (Vancouver time) on the second Business Day preceding the date of the PODA Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the PODA Shares held by them, and in respect of which Dissent Rights have been validly exercised, to Gamora free and clear of all Liens, as provided in Section 2.3(a) and if they:

- (a) ultimately are entitled to be paid fair value for such PODA Shares shall be deemed to have transferred such shares to Gamora on the Effective Date pursuant to Section 2.3(a) and shall not be entitled to any other payment or consideration; or
- (b) ultimately are not entitled, for any reason, to be paid fair value for such PODA Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting PODA Shareholder.

3.2 Recognition of Dissenting Holders.

- (a) In no circumstances shall Gamora, PODA or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the holder of those PODA Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall Gamora, PODA or any other Person be required to recognize Dissenting Holders as holders of PODA Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(a) and the names of such Dissenting Holders shall be removed from the registers of holders of PODA Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(a) occurs. In addition to any other restrictions under sections 237 to 247 of the BCBCA, PODA Shareholders who vote or have instructed a proxyholder to vote their PODA Shares in favour of the Arrangement Resolution (but only in respect of such PODA Shares) shall not be entitled to exercise Dissent Rights.

**ARTICLE 4
CERTIFICATES AND PAYMENTS**

4.1 Payment of Consideration Shares.

- (a) Gamora shall, following receipt of the Final Order and prior to the Effective Time, deliver or cause to be delivered to PODA evidence of an executed and irrevocable treasury direction addressed to its registrar and transfer agent to issue at the Effective Time, certificates representing the Consideration Shares (other than for dissenting PODA Shareholders).
- (b) Upon surrender to Gamora for cancellation of a certificate, which immediately prior to the Effective Time represented outstanding PODA Shares transferred pursuant to Section 2.3(b) together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as Gamora may reasonably require, the holder of PODA Shares represented by such surrendered certificate shall be entitled to receive in exchange therefor, and Gamora shall deliver to such holder, a certificate representing that number of Consideration Shares which such holder has the right to receive under the Arrangement for such PODA Shares, rounded down to the nearest whole number in accordance with Section 4.3, and less any amounts withheld pursuant to Section 4.4.
- (c) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented PODA Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a certificate representing the number of Consideration Shares under the Arrangement in lieu of such certificate as contemplated in this Section 4.1, and less any amounts withheld pursuant to Section 4.5. Any such certificate formerly representing PODA Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of PODA Shares of any kind or nature against or in PODA or Gamora. On such date, all Consideration Shares to which such former holder was entitled shall be deemed to have been surrendered to Gamora.

4.2 Dividends and other Distributions.

No dividends or other distributions declared or made on or after the Effective Date with respect to the Consideration Shares with a record date on or after the Effective Date shall be paid to the holder of any certificates formerly representing outstanding PODA Shares which are not surrendered pursuant to this Plan of Arrangement unless and until the certificate representing such PODA Shares, and such additional documents and instruments as Gamora may reasonably require, are surrendered and delivered in accordance with this Plan of Arrangement. Subject to applicable law and to Section 4.4, at the time of such surrender and delivery of any such certificate, together with such additional documents and instruments as Gamora may reasonably require (or, in the case of clause (b) below, at the appropriate payment date), there shall be paid to the holder of the Consideration Shares resulting from such exchange, in all cases without interest, (a) the amount of dividends or other distributions with a record date on or after the Effective Date theretofore paid with respect to such Consideration Shares, and (b) the amount of dividends or other distributions with a record date on or after the Effective Date but prior to surrender and a payment date subsequent to surrender payable with respect to such Consideration Shares.

4.3 Fractional Shares.

Fractional Gamora Preferred Shares may be issued to holders PODA Shares.

4.4 Withholding Rights.

Gamora and PODA shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person under this Plan of Arrangement (including, without limitation, any amounts

payable pursuant to Section 3.1), such amounts as Gamora or PODA determines, acting reasonably, are required to be deducted and withheld therefrom under the Tax Act, the Code or any provision of any other Law. To the extent that amounts are so deducted, withheld and remitted, such amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority. Any such Person subject to withholding may request reasonable evidence of payment to the appropriate taxing authority.

4.5 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

4.6 U.S. Securities Laws Exemptions.

Notwithstanding any provision herein to the contrary, the Parties agree that the Plan of Arrangement will be carried out with the intention that all Gamora Shares issued on completion of the Plan of Arrangement to the PODA Shareholders will be issued by Gamora in reliance on the exemption from the registration requirements of the U.S. Securities Act of 1933, as amended, as provided by Section 3(a)(10) thereof and an exemption from registration under state securities laws.

4.7 Paramourcy.

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all PODA Securities issued prior to the Effective Time, (b) the rights and obligations of the PODA Securityholders and any transfer agent or depository therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any PODA Securities shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement.

- (a) PODA and Gamora may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by Gamora on the one hand and PODA on the other hand, each acting reasonably, (iii) filed with the Court and, if made following the PODA Meeting, approved by the Court, and (iv) communicated to holders of PODA Shares if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by PODA at any time prior to the PODA Meeting (provided that Gamora shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the PODA Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the PODA Meeting shall be effective only if (i) it is consented to in writing by each of PODA and Gamora (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the PODA Shareholders voting in the manner directed by the Court.

**ARTICLE 6
FURTHER ASSURANCES**

6.1 Further Assurances.

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall 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 reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE B
FORM OF PODA ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (“**Arrangement**”) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving PODA Technologies Ltd. (“**PODA**”), pursuant to the arrangement agreement among PODA and Gamora Capital Corp. (“**Gamora**”) dated February 8, 2021, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Arrangement Agreement**”), all as more particularly described and set forth in the management information circular of PODA dated ♦, 2021(the “**Circular**”) and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The plan of arrangement of PODA, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the “**Plan of Arrangement**”), the full text of which is set out as Schedule ● to the Circular, be and is hereby authorized, approved and adopted.
3. The Arrangement Agreement and all transactions contemplated therein, and the actions of the directors of PODA in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of PODA in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto and causing the performance by PODA of its obligations thereunder, be and are hereby confirmed, ratified, authorized and approved.
4. PODA is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the “**Court**”) 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, modified, supplemented or amended).
5. Notwithstanding that this resolution has been duly passed (and the Arrangement adopted) by the shareholders of PODA or that the Arrangement has been approved by the Court, the directors of PODA be and are hereby authorized and empowered, without further notice to, or approval of, the shareholders of PODA (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and to revoke this resolution at any time prior to the Effective Time (as defined in the Arrangement Agreement).
6. Any director or officer of PODA is hereby authorized, for and on behalf of PODA, to execute, with or without the corporate seal and, if appropriate, deliver any and all other agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do, or cause to be done, any and 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 these resolutions, the Arrangement Agreement, the completion of the Arrangement and related transactions in accordance with the Arrangement Agreement and the matters authorized hereby, including, without limitation, (i) all actions required to be taken by or on behalf of PODA, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities and (ii) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by PODA, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument, and the taking or doing of any such action.

SCHEDULE C
REPRESENTATIONS AND WARRANTIES OF PODA

- (1) Organization and Qualification. PODA is a company duly formed by amalgamation and validly existing under the Applicable Laws of British Columbia and has all necessary corporate or legal power and capacity to own its property and assets as now owned and to carry on the PODA Business as it is now being conducted. A true and complete copy of the constating documents of PODA has been provided to Gamora. PODA is duly registered, licensed or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so registered or in good standing or to have such registration, license, authorization or qualification would not have a Material Adverse Effect on PODA.
- (2) Ownership of Subsidiaries. Other than the PODA Subsidiary, PODA has no Subsidiaries and does not beneficially own, or exercise control or direction over, any outstanding voting shares of any company and does not own any securities or, have any interest in any joint venture entity or other Person.
- (3) PODA Subsidiary. The PODA Subsidiary is a corporation duly organized and validly existing under the laws of the jurisdiction in which it was incorporated, has all requisite corporate power and authority and is duly qualified and holds all necessary permits, licences and authorizations necessary or required to carry on its business as now conducted and to own, lease or operate its properties and assets, except where the failure to hold a permit, license or authorization would not have a Material Adverse Effect on the PODA Subsidiary. No steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up.
- (4) Authority Relative to this Agreement. PODA has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by PODA as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by PODA and the performance by PODA of its obligations under this Agreement have been duly authorized by the PODA Board in the manner contemplated herein. This Agreement has been duly executed and delivered by PODA and constitutes a legal, valid and binding obligation of PODA, enforceable against PODA in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.
- (5) No Violation. Neither the authorization, execution and delivery of this Agreement by PODA nor the completion of the Arrangement, nor the performance of its obligations herein, nor compliance by PODA with any of the provisions hereof will:
 - (a) result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to acquire or sale under, any provision of:
 - (i) its articles, charters or by-laws or other comparable organizational documents;
 - (ii) any Material Contract to which PODA is a party or by which it, or any of its properties or assets, may be subject or by which it is bound; or

- (iii) any Applicable Laws, regulation, order, judgment or decree applicable to PODA or any of its properties or assets;
 - (b) give rise to any rights of first refusal or trigger any change in control provisions, rights of first offer or first refusal or any similar provisions or any restrictions or limitation under any note, bond, mortgage, indenture, Material Contract or license;
 - (c) give rise to any termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available;
 - (d) result in the imposition of any Encumbrance upon any of the property or assets of PODA or restrict, hinder, impair or limit the ability of PODA to conduct the PODA Business; or
 - (e) result in any payment (including retention, severance, unemployment compensation, bonus or otherwise) becoming due to any director, officer or employee of PODA or increase any benefit payable to such director, officer or employee by PODA, or result in the acceleration of the time of payment or vesting of any such benefits.
- (6) Capitalization.
- (a) the authorized capital of PODA consists only of an unlimited number of PODA Shares, as at the close of business on the Business Day immediately preceding the date hereof, 42,783,920 PODA Shares were issued and outstanding as fully paid and non-assessable shares in the capital of PODA. There is sufficient authorized capital for the issuance of all PODA Shares issuable on all outstanding convertible securities of PODA.
 - (b) Except for the PODA Options and the PODA Debentures, PODA does not have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating PODA to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of PODA, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of PODA. There are no outstanding bonds, debentures or other evidences of indebtedness of PODA having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with PODA Shareholders on any matter as of the date hereof.
- (7) Reporting Status and Securities Laws Matters. PODA is a reporting issuer and not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws applicable in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador.
- (8) Public Filings. PODA has filed all documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities to maintain PODA's status as a reporting issuer. To the knowledge of PODA, all such documents and information comprising PODA Public Disclosure Record, as of their respective dates (and the dates of any amendments thereto), (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (ii) complied in all material respects with the requirements of applicable Securities Laws (except as disclosed in the PODA Public Disclosure Record), and any amendments to PODA Public Disclosure Record required to be made by the Securities Authorities have been filed on a timely basis with the Securities Authorities. PODA has not filed any confidential material change report with any Securities Authorities that at the date of this Agreement remains confidential. As of the date of this Agreement and other than this Agreement, there has been no

change in a material fact or a material change (as those terms are defined under Canadian Securities Laws) in any of the information contained in PODA Public Disclosure Record, except for changes in material facts or material changes that are reflected in a subsequently filed document included in PODA Public Disclosure Record.

- (9) Books and Records. To the knowledge of PODA, the financial books, records and accounts of PODA: (i) have been maintained in accordance with Applicable Laws; and (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of PODA.
- (10) Minute Books. The corporate minute books of PODA contain resolutions of the PODA Board as the case may be, and committees thereof, and shareholders or members, as applicable, held according to Applicable Laws and are complete and accurate in all material respects.
- (11) No Proceedings. No proceedings have been taken, instituted or, to the knowledge of PODA, are pending for the dissolution, winding-up or liquidation of PODA and no board approvals have been given to commence any such proceedings.
- (12) PODA Financial Statements. The PODA Financial Statements have been prepared in accordance with IFRS and consistently applied throughout the period referred to therein, contain no misrepresentation and present fully, fairly and correctly, in all material respects, the financial condition of PODA as at the dates thereof and the results of the operations and the changes in the financial position of PODA for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of PODA and there has been no change in accounting policies or practices of PODA since January 31, 2020, other than as required by IFRS or as disclosed in the Financial Statements.
- (13) No Purchase. Neither PODA nor the PODA Subsidiary has approved, is contemplating, or has entered into any agreement in respect of, and neither PODA nor the PODA Subsidiary has any knowledge of: (A) the purchase of any property material to PODA or the PODA Subsidiary or assets or any interest therein or the sale, transfer or other disposition of any property of PODA or the PODA Subsidiary or assets or any interest therein currently owned, directly or indirectly, by PODA or the PODA Subsidiary whether by asset sale, transfer or sale of shares or otherwise; or (B) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of PODA or the PODA Subsidiary) of PODA or the PODA Subsidiary.
- (14) No Undisclosed Liabilities. Other than as set out in the PODA Financial Statements, or incurred in the ordinary course of business or in connection with the transactions contemplated herein, PODA has no outstanding indebtedness, liabilities or obligations (including liabilities or obligations to fund any operations or work, to give any guarantees or for Taxes due), whether accrued, absolute, contingent or otherwise, and PODA is not a party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person.
- (15) Litigation. There is no claim, action, suit, litigation, arbitration, inquiry, grievance, complaint, investigation or other proceeding that has been commenced or, to the knowledge of PODA, is pending or threatened against or relating to PODA or the PODA Subsidiary or affecting any of its property or assets at law or in equity before or by any Governmental Entity, including matters arising under Environmental Laws, which, individually or in the aggregate, if determined adversely to PODA or the PODA Subsidiary have or could reasonably be expected to result in liability to PODA or the PODA Subsidiary. Neither PODA, the PODA Subsidiary nor any of their respective assets or properties is subject to any outstanding judgment, order, rule, writ, injunction or decree of any court, government department, commission, agency or arbitrator.
- (16) Accuracy of Information. PODA has made available to Gamora all information concerning PODA and the PODA Subsidiary, including all confidential information, and all such information, including

all confidential information, as made available to Gamora is accurate, true and correct in all material respects.

- (17) No Payments. There are no payments required to be made by PODA to directors, officers, consultants, agents and employees of PODA as a result of the Arrangement under any contract, settlements, bonus plans, retention agreements, change of control agreements and severance obligations (whether resulting from termination, change of control or alteration of duties other than which will be satisfied by PODA in advance of the Effective Date from cash on hand in PODA).
- (18) Taxes.
- (a) PODA has prepared and filed all Tax Returns within the prescribed periods with the appropriate Governmental Entity in accordance with Applicable Laws. PODA has reported all income and all other amounts and information required by Applicable Law to be reported on each such Tax Return. Each such Tax Return is true, correct and complete in all material respects.
 - (b) PODA has paid, within the prescribed period, all Taxes and instalments of Taxes, which are required to be paid to any Governmental Entity pursuant to Applicable Law. No deficiency with respect to the payment of any Taxes or Tax instalments has been asserted against it by any Governmental Entity. There are no Encumbrances for Taxes upon any of the assets or properties of PODA.
 - (c) Adequate provision has been made in the Books and Records for all Taxes payable for all taxable periods ending on or before the Effective Date, and where no taxable period ends or is deemed to end on or immediately prior to the Effective Date, for all Taxes in respect of any time or event prior to the Effective Date.
 - (d) PODA has duly and timely withheld and collected all Taxes required by Applicable Law to be withheld or collected by it and has duly and timely remitted to the appropriate Governmental Entity all such Taxes as and when required by Applicable Law.
 - (e) There are no proceedings, investigations or audits pending or, to the knowledge of PODA, threatened against or affecting PODA in respect of any Taxes. There are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.
 - (f) PODA has not requested, entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:
 - (i) to file any Tax Return;
 - (ii) to file any elections, designations or similar filings relating to Taxes;
 - (iii) it is required to pay or remit any Taxes or amounts on account of Taxes; or
 - (iv) any Governmental Entity may assess or collect Taxes for which PODA is liable.
 - (g) PODA has not entered into any agreement with, or provided any undertaking to, any Person pursuant to which it has assumed liability for the payment of Taxes owing by such Person.
 - (h) PODA has, at all relevant times, been and is a taxable Canadian corporation within the meaning of Subsection 89(1) of the Tax Act. PODA has never been required to file any Tax Return with, and has never been liable to pay any Taxes to, any Governmental Entity

outside Canada. No request to file a Tax Return has ever been made by a Governmental Entity in a jurisdiction where PODA does not file Tax Returns.

- (i) PODA has not made any elections in respect of Taxes pursuant to any Applicable Law, including, but not limited to, an election under Code section 897(i).
 - (j) No Person (other than Gamora) has ever acquired or had the right to acquire control of PODA for purposes of the Tax Act.
 - (k) PODA has not acquired property from any non-arm's length Person (within the meaning of the Tax Act) for consideration the value of which is less than the fair market value of the property, in circumstances which could subject it to a liability under Section 160 of the Tax Act. The value of any consideration paid or received by PODA for the acquisition, sale, transfer or provision of property (including intangibles) or the provision of services (including financial transactions) from or to a non-arm's length person is equal to the fair market value of such property acquired, provided or sold or services purchased or provided.
 - (l) For all transactions between PODA and any Person who is not resident in Canada for purposes of the Tax Act and with whom PODA was not dealing at arm's length for purposes of the Tax Act, PODA has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act.
 - (m) There are no rulings or closing agreements issued to PODA which could affect PODA's liability for Taxes for any taxable period after the Effective Date other than rulings of general application. PODA has not requested an advance tax ruling from the Canada Revenue Agency or comparable rulings from other taxing authorities.
 - (n) None of PODA's assets are subject to a contract, agreement or arrangement that is treated as a partnership for United States federal income Tax purposes.
 - (o) PODA has never participated in any "reportable transaction" within the meaning of United States Treasury Regulation section 1.6011-(4)(d).
- (19) Assets. PODA and/or the PODA Subsidiary are the beneficial owner of the Assets or interests therein, have good and marketable title to all of its Assets, no Person has any contract or any right or privilege capable of becoming a right to purchase any personal property from PODA or the PODA Subsidiary, and any and all agreements pursuant to which PODA or the PODA Subsidiary hold any such interest in its Assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and neither PODA nor the PODA Subsidiary are in default of any of the provisions of any such agreement nor has any default been alleged and, such Assets are in good standing under the applicable statutes, rules, regulations, licenses and permits of the jurisdiction in which they are situated and all leases pursuant to which PODA or the PODA Subsidiary derives its interest in such Assets is in good standing and there has been no default.
- (20) Compliance with Anti-Corruption Laws. To the knowledge of PODA, neither PODA nor the PODA Subsidiary have violated the *Corruption of Foreign Public Officials Act (Canada)* or the *U.S. Foreign Corrupt Practices Act*, or the anti-corruption Applicable Laws of any other jurisdiction where the PODA Business is carried on.
- (21) Money Laundering. The operations of each of PODA and the PODA Subsidiary are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of money laundering statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government or governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or

proceeding by or before any court or governmental agency, authority or body or any arbitrator involving PODA or the PODA Subsidiary with respect to the Money Laundering Laws is pending, or to the best of PODA's knowledge threatened.

- (22) Material Contracts. There are no Material Contracts of PODA other than as provided to Gamora and each Material Contract is a legal, valid and binding obligation of PODA, as the case may be, enforceable against PODA, in accordance with its terms and none of PODA or any other party to a Material Contract is in default thereunder.
- (23) Leased Real Property. Other than the Kent Avenue lease, there are no Contracts to which PODA is a party as a landlord, tenant, sub-landlord and subtenant, or in any other capacity relating to the use and occupation of any Leased Real Property.
- (24) Environmental Matters.
- (a) PODA has carried on the PODA Business and operations in compliance with all applicable Environmental Laws and all terms and conditions of all Environmental permits;
 - (b) PODA has not received any order, request or notice from any Person alleging a violation of any Environmental Law; and
 - (c) PODA is not involved in remediation operations and does not know of any facts, circumstances or conditions, including any Release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities.
- (25) Compliance with Applicable Laws. PODA and the PODA Subsidiary have complied with and are not in material violation of any Applicable Laws and they have not received any written notices or other correspondence from any Governmental Entity regarding any circumstances that have existed or currently exist which would lead to a loss, suspension, or modification of, or a refusal to issue, any license, permit, authorization, approval, registration or consent of a Governmental Entity relating to its activities which would reasonably be expected to restrict, curtail, limit or adversely affect the ability of PODA to operate the PODA Business in a manner proposed.
- (26) Employment Matters.
- (a) Neither PODA nor the PODA Subsidiary are a party to any written or oral agreement, arrangement, plan, obligation, policy or understanding providing for severance or termination payments to any director or officer of PODA.
 - (b) PODA and the PODA Subsidiary have been and are now in compliance, in all material respects, with all Applicable Laws with respect to employment and labour and there are no current, or, to the knowledge of PODA, pending or threatened proceedings before any Governmental Entity.
 - (c) there have not been and there are not currently any material disagreements with any employee or employees of PODA or the PODA Subsidiary which are adversely affecting or could adversely affect the business of PODA or the PODA Subsidiary.
- (27) Related-Party Transactions. Except as disclosed in the Gamora Financial Statements, there are no contracts or other transactions currently in place between PODA, and (i) any officer or director of PODA; (ii) any holder of record or, to the knowledge of PODA, beneficial owner of 10% or more of the PODA Shares; or (iii) any Affiliate or associate of any such, officer, director, holder of record or beneficial owner, on the other hand.

- (28) Restrictions on Business Activities. There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon PODA that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of PODA, any acquisition or disposition of property by PODA, or the conduct of the PODA Business as currently conducted or as proposed.
- (29) Authorizations and Consents.
- (a) To the knowledge of PODA, except for PODA Shareholder Approval and the approval of the Court, no Authorization or declaration or filing with any Governmental Entity on the part of PODA is required for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Arrangement in accordance with this Agreement.
 - (b) No consent, approval or waiver is required pursuant to the terms of any PODA Material Contract, agreement or instrument to which PODA is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Arrangement in accordance with this Agreement.
- (30) Intellectual Property.
- (a) PODA and/or the PODA Subsidiary, as applicable, owns or has the right to use under license, sub-license or otherwise all Intellectual Property used by PODA or the PODA Subsidiary in their respective businesses;
 - (b) PODA and the PODA Subsidiary are the sole legal and beneficial owners of, have good and marketable title to, and own all right, title and interest in and to all PODA IP free and clear of all Encumbrances, and PODA has no knowledge of any claim of adverse ownership in respect thereof. No consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any PODA IP and none of PODA IP comprises an improvement to Licensed IP that would give any person any rights to PODA IP, including, without limitation, rights to license PODA IP. To the knowledge of PODA, each of PODA and the PODA Subsidiary has a valid and enforceable right to the Licensed IP used or held for use in the business of each of PODA and the PODA Subsidiary;
 - (c) neither PODA nor the PODA Subsidiary has received any notice or claim (whether written, oral or otherwise) challenging either PODA's or the PODA Subsidiary's ownership or right to use any of PODA IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of PODA, is there a reasonable basis for any claim that any person other than PODA or the Subsidiary has any claim of legal or beneficial ownership or other claim or interest in any of PODA IP;
 - (d) all applications for registration of any PODA IP are in good standing, are recorded in the name of PODA or the PODA Subsidiary and have been filed in a timely manner in the appropriate offices to preserve the rights thereto and, in the case of a provisional application, PODA confirms that all right, title and interest in and to the invention(s) disclosed in such application(s) have been or as of the Effective Date will be assigned in writing (without any express right to revoke such assignment) to PODA or the Subsidiary. To the knowledge of PODA, there has been no public disclosure, sale or offer for sale of any PODA IP anywhere in the world that may prevent the valid issue of all available Intellectual Property rights in such PODA IP. To the knowledge of PODA, all prior art or other information has been disclosed to the appropriate offices as required in accordance with Applicable IP Laws in the jurisdictions where the applications are pending;

- (e) to the knowledge of PODA, the conduct of the business of PODA and the PODA Subsidiary (including, without limitation, the use or other exploitation of PODA IP by each of PODA and the PODA Subsidiary or other licensees) has not infringed, violated or misappropriated any Intellectual Property right of any person;
- (f) neither PODA nor the PODA Subsidiary is a party to any action or proceeding, nor, to the knowledge of PODA, is or has any action or proceeding been threatened that alleges that any current or proposed conduct of the business of each of PODA and the Subsidiary (including, without limitation, the use or other exploitation of any PODA IP by PODA or the Subsidiary or any customers, distributors or other licensees) has or will infringe, violate or misappropriate any Intellectual Property right of any person;
- (g) to the knowledge of PODA, no person has interfered with, infringed upon, misappropriated, illegally exported, or violated any of PODA's or the PODA Subsidiary's rights in PODA IP;
- (h) to the extent that any of PODA IP is licensed or disclosed to any person or any person has access to such PODA IP (including, without limitation, any employee, officer, shareholder or consultant of PODA or the PODA Subsidiary), each of PODA and the PODA Subsidiary has entered into a valid and enforceable agreement which contains standard terms and conditions with respect to the prohibited use and disclosure of such PODA IP. Where such agreements have not expired or have not been terminated, in each case in accordance with their respective terms, all such agreements are in full force and effect, and neither PODA nor the PODA Subsidiary nor, to the knowledge of PODA, any other person is in default of its obligations thereunder;
- (i) each of PODA and the Subsidiary has taken all actions that are contractually obligated to be taken and all actions that are customary and reasonable to protect the confidentiality of PODA IP;
- (j) to the knowledge of PODA, it is not, and will not be, necessary for PODA or the Subsidiary to utilize any Intellectual Property owned by or in possession of any of their employees (or people PODA or the PODA Subsidiary currently intends to hire) made prior to their employment with PODA or the Subsidiary in a manner that is in violation of the rights of such employee or any of his or her prior employers;
- (k) neither PODA nor the PODA Subsidiary has received any advice or any opinion that any of PODA IP is invalid or unregistrable or unenforceable, in whole or in part;
- (l) neither PODA nor the PODA Subsidiary has received any grant relating to research and development which is subject to repayment in whole or in part or to conversion to debt upon sale of any securities of PODA or the PODA Subsidiary or which may affect the right of ownership of PODA or the PODA Subsidiary in PODA IP;
- (m) all of the present and past employees of PODA and the PODA Subsidiary, and all of the present and past consultants, contractors and agents of PODA and the PODA Subsidiary performing services relating to the development or modification of PODA IP, have entered into a written agreement assigning to PODA and the PODA Subsidiary, as applicable, all right, title and interest in and to all such Intellectual Property;
- (n) any and all fees or payments required to keep PODA IP and the Licensed IP in force or in effect have been paid;
- (o) to the knowledge of PODA, there is no claim of infringement or breach by PODA or the PODA Subsidiary of any industrial or Intellectual Property rights of any other person, nor has PODA or the PODA Subsidiary received any notice or threat from any such third party,

nor does PODA have knowledge that the use of the business names, trademarks, service marks and other industrial or Intellectual Property of PODA or the PODA Subsidiary infringes upon or breaches any industrial or Intellectual Property rights of any other person;

- (p) there are no Intellectual Property disputes, settlement negotiations, settlement agreements or communications relating to the foregoing between PODA or the PODA Subsidiary and any other persons relating to or potentially relating to the business of PODA or the Subsidiary, which have not been resolved;
 - (q) each of PODA and the PODA Subsidiary has conducted and is conducting its business in compliance in all material respects with all Applicable IP Laws of each jurisdiction in which it carries on business and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws;
 - (r) PODA does not have knowledge of any reason as a result of which it or the PODA Subsidiary is not entitled to make use of and commercially exploit PODA IP;
 - (s) with respect to each license or agreement by which PODA or the PODA Subsidiary has obtained the rights to exploit, in any way, the Licensed IP rights of any other person or by which PODA or the PODA Subsidiary has granted to any third party the right to so exploit such Licensed IP, such license or agreement is in full force and effect and is legal, valid, binding and enforceable in accordance with its terms, except to the extent that enforceability may be limited by: (A) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally; or (B) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and represents the entire agreement between the parties thereto with respect to the subject matter thereof, and no event of default has occurred and is continuing under any such license or agreement;
 - (t) (A) neither PODA nor the PODA Subsidiary has received any notice of termination or cancellation under such license or agreement, and no party thereto has any right of termination or cancellation thereunder except in accordance with its terms; (B) neither PODA nor the PODA Subsidiary has received any notice of a breach or default under such license or agreement which breach or default has not been cured; and (C) neither PODA nor the PODA Subsidiary has granted to any other person any rights contrary to, or in conflict with, the terms and conditions of such license or agreement; and
 - (u) PODA does not have knowledge of any other party to such license or agreement that is in breach or default thereof, and does not have knowledge of any event that has occurred that, with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration under such license or agreement.
- (31) Fees. No finder, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission to be paid by PODA in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of PODA, other than as disclosed in writing to Gamora.
- (32) No Cease Trade. PODA is not subject to any cease trade or other order of the Securities Authorities and, to the knowledge of PODA, no investigation or other proceedings involving PODA which may operate to prevent or restrict trading of any securities of PODA are currently in progress or pending before any applicable Securities Authorities.
- (33) Accounting Systems. PODA maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's

general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

- (34) Dividends. PODA has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of the PODA Shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of the PODA Shares or agreed to do so or otherwise effected any return of capital with respect to such shares.
- (35) Regulatory Proceedings. No Governmental Entity is presently alleging or asserting, or, to PODA's knowledge, threatening to allege or assert, non-compliance with any applicable legal requirement or registration in respect of PODA.
- (36) Auditors. PODA's auditors are a participating audit firm (as such term is defined in National Instrument 52-108).
- (37) Transfer Agent. National Securities Administrators Ltd., at its principal office in Vancouver, British Columbia is the duly appointed registrar and transfer agent of PODA with respect to the PODA Shares.

SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF GAMORA

- (1) Organization and Qualification. Gamora is a company duly continued and validly existing under the Laws of British Columbia and has all necessary corporate or legal power and capacity to own its property and assets as now owned and to carry on the Gamora Business as it is now being conducted. A true and complete copy of the constating documents of Gamora have been provided to PODA. Gamora is duly registered, licensed or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so registered or in good standing or to have such permits would not have a Material Adverse Effect on Gamora.
- (2) Authority Relative to this Agreement. Gamora has all necessary corporate power and capacity to enter into this Agreement and all other agreements and instruments to be executed by Gamora as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by Gamora and the performance by Gamora of its obligations under this Agreement have been duly authorized by the board of directors of Gamora in the manner contemplated herein. This Agreement has been duly executed and delivered by Gamora and constitutes a legal, valid and binding obligation of Gamora, enforceable against Gamora in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.
- (3) No Violation. Neither the authorization, execution and delivery of this Agreement by Gamora nor the completion of the Arrangement, nor the performance of its obligations herein, nor compliance by Gamora with any of the provisions hereof will:
- (a) result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained, or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to acquire or sale under, any provision of:
 - (i) its articles, charters or by-laws or other comparable organizational documents;
 - (ii) any Material Contract to which Gamora is a party or to which it, or any of its properties or assets, may be subject or by which it is bound; or
 - (iii) any Applicable Laws, regulation, order, judgment or decree applicable to Gamora or any of its properties or assets.
 - (b) give rise to any rights of first refusal or trigger any change in control provisions, rights of first offer or first refusal or any similar provisions or any restrictions or limitation under any note, bond, mortgage, indenture, Material Contract or license.
 - (c) give rise to any termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available.
 - (d) result in the imposition of any Encumbrance upon any of the property or assets of Gamora or restrict, hinder, impair or limit the ability of Gamora to conduct the Gamora Business; or

- (e) result in any payment (including retention, severance, unemployment compensation, bonus or otherwise) becoming due to any director, officer or employee of Gamora or increase any benefit payable to such director, officer or employee by Gamora, or result in the acceleration of the time of payment or vesting of any such benefits.
- (4) Capitalization.
- (a) Gamora has authorized share capital of an unlimited number of Gamora Shares and as at the Agreement Date, Gamora had issued and outstanding: (i) 26,650,000 Gamora Shares; (ii) nil Gamora Shares issuable pursuant to Gamora Options (iii) nil Gamora Preferred Shares and, except as aforesaid, there are no outstanding shares of Gamora or options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Gamora of any shares of Gamora (including Gamora Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Gamora, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Gamora; and all outstanding Gamora Shares have been duly authorized and are validly issued, as fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.
- (b) Except for the Gamora Warrants, Gamora Debenture Warrants and Gamora Debentures, Gamora does not have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Gamora to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of Gamora, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of Gamora. There are no outstanding bonds, debentures or other evidences of indebtedness of Gamora having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with Gamora Shareholders on any matter as of the date hereof.
- (5) Reporting Status and Securities Laws Matters. Gamora is not a reporting issuer under applicable Securities Laws in any jurisdiction and has not made any filing or application to become a reporting issuer.
- (6) Ownership of Subsidiaries. Other than Subco, Gamora does not beneficially own, or exercise control or direction over, 10% or more of the outstanding voting shares of any company and does not own any securities or, have any interest in any joint venture entity or other Person.
- (7) SubCo. SubCo is authorized to issue an unlimited number of common shares, of which 10,000 common shares are issued and outstanding on the date hereof and, except as aforesaid, there are no outstanding shares of SubCo or options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by SubCo of any shares of SubCo or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of SubCo, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of SubCo; and all outstanding common shares of SubCo have been duly authorized and are validly issued, as fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.
- (8) Books and Records. To the knowledge of Gamora, the financial books, records and accounts of Gamora: (i) have been maintained in accordance with Applicable Laws; and (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of Gamora.

- (9) Minute Books. The corporate minute books of Gamora contain resolutions of the Gamora Board as the case may be, and committees thereof, and shareholders or members, as applicable, held according to Applicable Laws and are complete and accurate in all material respects.
- (10) No Proceedings. No proceedings have been taken, instituted or, to the knowledge of Gamora, are pending for the dissolution, winding-up or liquidation of Gamora and no board approvals have been given to commence any such proceedings.
- (11) No Purchase. Gamora has not approved, is not contemplating, and has not entered into any agreement in respect of, and Gamora has no knowledge of: (A) the purchase of any property material to Gamora or assets or any interest therein or the sale, transfer or other disposition of any property of Gamora or assets or any interest therein currently owned, directly or indirectly, by Gamora whether by asset sale, transfer or sale of shares or otherwise; or (B) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of Gamora) of Gamora.
- (12) No Undisclosed Liabilities. Gamora has no outstanding indebtedness, liability or obligation (including liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically disclosed in the Gamora Financial Statements or incurred in the ordinary course of business or in connection with the transactions contemplated herein.
- (13) No Material Change.
- (a) there has not occurred any event that constituted or with the passage of time would constitute a Material Adverse Effect in respect of Gamora;
 - (b) Gamora has not effected any material change in its accounting methods, principles or practices;
 - (c) there has been no dividend or distribution of any kind declared, paid or made by Gamora on any Gamora Shares; and
 - (d) there has not occurred any event that constituted or with the passage of time would constitute a Material Adverse Effect in respect of Gamora.
- (14) Litigation. There is no material claim, action, suit, litigation, arbitration, inquiry, grievance, complaint, investigation or other proceeding that has been commenced or, to the knowledge of Gamora, is pending or threatened against or relating to Gamora or affecting any of its property or assets at law or in equity before or by any Governmental Entity, including matters arriving under Environmental Laws, which, individually or in the aggregate, if determined adversely to Gamora, has or could reasonably be expected to result in liability to Gamora. Neither Gamora nor its assets or properties is subject to any outstanding judgment, order, rule, writ, injunction or decree of any court, government department, commission, agency or arbitrator.
- (15) Accuracy of Information. Gamora has made available to PODA all material information concerning Gamora, including confidential information, and all such information, as made available to PODA, is accurate, true and correct in all material respects.
- (16) Financial Statements. The Gamora Financial Statements have been prepared in accordance with IFRS, consistently applied (except as specifically provided in the notes to such statements), contain no misrepresentation and present fairly, fully and correctly, in all material respects the financial

position and condition of Gamora, at the dates thereof and the results of the operations and the changes in the financial position of Gamora, for the periods then ended and contain and reflect all material assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Gamora as at the dates thereof. The Gamora Financial Statements reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of Gamora in accordance with IFRS and there has been no change in accounting policies or practices since November 30, 2020.

- (17) No Payments. There are no payments required to be made by Gamora to directors, officers, consultants, agents and employees of Gamora as a result of the Arrangement under any contract, settlements, bonus plans, retention agreements, change of control agreements and severance obligations (whether resulting from termination, change of control or alteration of duties).
- (18) Taxes.
- (a) Gamora has prepared and filed all Tax Returns within the prescribed periods with the appropriate Governmental Entity in accordance with Applicable Laws. Gamora has reported all income and all other amounts and information required by Applicable Law to be reported on each such Tax Return. Each such Tax Return is true, correct and complete in all material respects.
 - (b) Gamora has paid, within the prescribed period, all Taxes and instalments of Taxes, which are required to be paid to any Governmental Entity pursuant to Applicable Law. No deficiency with respect to the payment of any Taxes or Tax instalments has been asserted against it by any Governmental Entity. There are no Encumbrances for Taxes upon any of the assets or properties of Gamora.
 - (c) Adequate provision has been made in the Books and Records for all Taxes payable for all taxable periods ending on or before the Effective Date, and where no taxable period ends or is deemed to end on or immediately prior to the Effective Date, for all Taxes in respect of any time or event prior to the Effective Date.
 - (d) Gamora has duly and timely withheld and collected all Taxes required by Applicable Law to be withheld or collected by it and has duly and timely remitted to the appropriate Governmental Entity all such Taxes as and when required by Applicable Law.
 - (e) There are no proceedings, investigations or audits pending or, to the knowledge of Gamora, threatened against or affecting Gamora in respect of any Taxes. There are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.
 - (f) Gamora has not requested, entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:
 - (i) to file any Tax Return;
 - (ii) to file any elections, designations or similar filings relating to Taxes;
 - (iii) it is required to pay or remit any Taxes or amounts on account of Taxes; or
 - (iv) any Governmental Entity may assess or collect Taxes for which Gamora is liable.
 - (g) Gamora has not entered into any agreement with, or provided any undertaking to, any Person pursuant to which it has assumed liability for the payment of Taxes owing by such Person.

- (h) Gamora has, at all relevant times, been and is a taxable Canadian corporation within the meaning of Subsection 89(1) of the Tax Act. Gamora has never been required to file any Tax Return with, and has never been liable to pay any Taxes to, any Governmental Entity outside Canada. No request to file a Tax Return has ever been made by a Governmental Entity in a jurisdiction where Gamora does not file Tax Returns.
 - (i) Gamora has not made any elections in respect of Taxes pursuant to any Applicable Law, including, but not limited to, an election under Code section 897(i).
 - (j) No Person has ever acquired or had the right to acquire control of Gamora for purposes of the Tax Act.
 - (k) Gamora has not acquired property from any non-arm's length Person (within the meaning of the Tax Act) for consideration the value of which is less than the fair market value of the property, in circumstances which could subject it to a liability under Section 160 of the Tax Act. The value of any consideration paid or received by Gamora for the acquisition, sale, transfer or provision of property (including intangibles) or the provision of services (including financial transactions) from or to a non-arm's length person is equal to the fair market value of such property acquired, provided or sold or services purchased or provided.
 - (l) For all transactions between Gamora and any Person who is not resident in Canada for purposes of the Tax Act and with whom Gamora was not dealing at arm's length for purposes of the Tax Act, Gamora has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act.
 - (m) There are no rulings or closing agreements issued to Gamora which could affect Gamora's liability for Taxes for any taxable period after the Effective Date other than rulings of general application. Gamora has not requested an advance tax ruling from the Canada Revenue Agency or comparable rulings from other taxing authorities.
 - (n) None of Gamora's assets are subject to a contract, agreement or arrangement that is treated as a partnership for United States federal income Tax purposes.
 - (o) Gamora has never participated in any "reportable transaction" within the meaning of United States Treasury Regulation section 1.6011-(4)(d).
- (19) Assets. Gamora is the beneficial owner of the Assets or interests therein, has good and marketable title to all of its Assets, no Person has any contract or any right or privilege capable of becoming a right to purchase any personal property from Gamora, and any and all agreements pursuant to which Gamora holds any such interest in its Assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and Gamora is not in default of any of the provisions of any such agreement nor has any default been alleged and, such Assets are in good standing under the applicable statutes, rules, regulations, licenses and permits of the jurisdiction in which they are situated and all leases pursuant to which Gamora derives its interest in such Assets is in good standing and there has been no default.
- (20) Qualification to do Business. Gamora is registered, licensed or otherwise qualified to do business under Applicable Laws and neither the character nor the location of the properties and assets owned by Gamora nor the nature of the Gamora Business requires registration, licensing or other qualification under the Applicable Laws of any other jurisdiction.
- (21) Issuance of Consideration Shares. The Consideration Shares issuable pursuant to the Arrangement will, when issued, be duly and validly issued as fully paid and non-assessable preferred shares in the authorized share structure of Gamora.

- (22) Compliance with Applicable Laws. Gamora has complied with and is not in violation of any Applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on Gamora, and it has not received any written notices or other correspondence from any Governmental Entity regarding any circumstances that have existed or currently exist which would lead to a loss, suspension, or modification of, or a refusal to issue, any material license, permit, authorization, approval, registration or consent of a Governmental Entity relating to its activities which would reasonably be expected to restrict, curtail, limit or adversely affect the ability of Gamora to operate Gamora Business in a manner proposed and which would have a Material Adverse Effect on Gamora.
- (23) Authorizations and Consents.
- (a) Except for the approval of the Court, no Authorization or declaration or filing with any Governmental Entity on the part of Gamora is required for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Arrangement in accordance with this Agreement.
- (b) No consent, approval or waiver is required pursuant to the terms of any Material Contract, agreement or instrument to which Gamora is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Arrangement in accordance with this Agreement.
- (24) Material Information. to the knowledge of Gamora, Gamora has not withheld from PODA any material information or documents concerning Gamora or its assets or liabilities during the course of PODA's review of Gamora and its assets.
- (25) Material Contract. Gamora is not party to any Material Contract, written or oral, other than this Agreement.
- (26) No Default. Gamora is not in default of the performance of any term or obligation to be performed by it under any contract to which Gamora is a party or by which it is bound which is material to the business of Gamora and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would reasonably be expected to have a material adverse effect on the assets or properties, business, results of operations, prospects or condition (financial or otherwise) of Gamora.
- (27) Other Fee. Other than in respect of professional service fees, there is not agreement, plan or practice of Gamora relating to the payment of any management, consulting, service or other fee and, except for the Gamora Option Plan, Gamora does not have in effect any bonus plan, commission plan, profit sharing plan, pension plan, royalty plan or arrangement, defined benefit plan, stock option plan, incentive plan or other benefit plan for the benefit of any of its employees, officers, directors or shareholders, and has made no agreements or promises with respect to any such plans.
- (28) Advisors. Gamora has not retained any financial advisor, broker, agent or finder, or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated.
- (29) Employees. Gamora has no, and since incorporation has not had, any employees. Gamora does not have in place or in effect any employment agreements or other change of control agreements which provide for a payment accruing as a result of the Agreement or other change of control of Gamora and Gamora does not have any consulting agreements that are not terminable on more than one month's notice.

- (30) Bonuses. There are no accrued bonuses payable to any officers, directors or employees of Gamora.
- (31) Shareholder Rights Plans. Gamora is not a party to and, prior to the Effective Date, Gamora will not implement, a shareholder rights plan or any other form of plan, agreement, contract or instrument that will trigger any rights to acquire Gamora Shares or other securities of Gamora or rights, entitlements or privileges in favour of any person upon the entering into of this Agreement, other than pursuant to the terms of the Gamora Options.
- (32) Related Party Indebtedness. No director, officer, employee, insider of Gamora or other non-arm's length party to Gamora is indebted to Gamora.
- (33) Indebtedness. Gamora is not indebted to any of its directors, officers, employees or consultants, any of its shareholders or any of their respective associates or affiliates, except for amounts due as reimbursement for ordinary business expenses incurred within the previous 90 days.
- (34) Indemnities. Gamora is not a party to or bound by any agreement, guarantee, indemnification (other than in the ordinary course of business and to officers and directors pursuant to Gamora's by-laws and standard indemnity agreements, to Gamora's bankers pursuant to underwriting, agency or financial advisor agreements pursuant to the standard indemnity provisions in agreements of that nature), or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any person, firm or corporation.
- (35) Related-Party Transactions. None of the directors, officers or employees of the Gamora or any associate or affiliate of any of the foregoing had or has any interest, direct or indirect, in any transaction or any proposed transaction with Gamora.
- (36) Insurance. Gamora has no insurance policies in place.
- (37) Compliance with Anti-Corruption Laws. To the knowledge of Gamora, it has not violated the *Corruption of Foreign Public Officials Act (Canada)* or the *U.S. Foreign Corrupt Practices Act*, or the anti-corruption Applicable Laws of any other jurisdiction where the Gamora Business is carried on.
- (38) Money Laundering. The operations of Gamora are and have been conducted at all times in compliance with the Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Gamora with respect to the Money Laundering Laws is pending, or to the best of Gamora's knowledge threatened.
- (39) Environmental Matters.
- (a) Gamora has carried on the Gamora Business and operations in compliance with all applicable Environmental Laws and all terms and conditions of all Environmental permits;
 - (b) Gamora has not received any order, request or notice from any Person alleging a violation of any Environmental Law; and
 - (c) Gamora is not involved in remediation operations and does not know of any facts, circumstances or conditions, including any Release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities.
- (38) Intellectual Property. Gamora does not own or have an interest in any Intellectual Property.
- (39) No-Cease Trade. Gamora is not subject to any cease trade or other order of the Securities Authorities and, to the knowledge of Gamora, no investigation or other proceedings involving

Gamora which may operate to prevent or restrict trading of any securities of Gamora are currently in progress or pending before any applicable Securities Authorities.

- (40) Accounting Systems. Gamora maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (41) Dividends. Gamora has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of the Gamora Shares or the Gamorta Preferred Shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of the Gamora Shares or the Gamora Preferred Shares or agreed to do so or otherwise effected any return of capital with respect to such shares.
- (42) Regulatory Proceedings. No Governmental Entity is presently alleging or asserting, or, to Gamora's knowledge, threatening to allege or assert, non-compliance with any applicable legal requirement or registration in respect of Gamora.