For Ministry Use Only
À l'usage exclusif du ministère

Ministry of Government and Consumer Services
Ontario
Ministère des Services gouvernementaux et des Services aux consommateurs

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

NOVEMBER 0 2 NOVEMBRE, 2020

Barbara Duckitt
Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Ontario Corporation Number
Numéro de la société en Ontario

5040784

Amalgamation Number

5038875

Form 8
Business Corporations Act

Formule 8
Loi sur les sociétés par actions

ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

PIVOT TECHNOLOGY SOLUTIONS, INC.

2. The new name of the corporation if changed by the arrangement: (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société si elle est modif ée par suite de l'arrangement :
(Écrire en LETTRES MAJUSCULES SEULEMENT)

3. Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :

2020-11-01

Year, Month, Day / année, mois, jour

4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the *Business Corporation Act.* / Les actionnaires de la société ont approuvé l'arrangement conformément à l'article 182 de la *Loi sur les sociétés par actions.*

5. A copy of the arrangement is attached to these articles as Exhibit "A" / Une copie de l'arrangement constitute l'annexe «A».

6. The arrangement was approved by the court on / La cour a approuvé l'arrangement le

2020-10-29

Year, Month, Day / année, mois, jour

and a certif ed copy of the Order of the court is attached to these articles as Exhibit "B". / Une copie certif ée conforme de l'ordonnance de la cour constitue l'annexe «B».

7. The terms and conditions to which the scheme is made subject by the Order have been complied with.
Les conditions que l'ordonnance impose au projet d'arrangement ont été respectées.

These articles are signed in duplicate. / Les présents statuts sont signés en double exemplaire.

PIVOT TECHNOLOGY SOLUTIONS, INC.

Name of Corporation / Dénomination sociale de la société

By/
Par : [signature]

Signature / Signature

Chief Legal Officer & Corporate Secretary

Description of Off ce / Fonctions

Exhibit "A"

Plan of Arrangement

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

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

"**Affected Securities**" means, collectively, the Company Shares, Company Options and RSUs.

"**Affected Securityholders**" means, collectively, the Company Shareholders, the holders of Company Options and the holders of RSUs.

"**Amalco**" means the corporate entity formed by the amalgamation of the Purchaser and the Company.

"**Arrangement**" means an arrangement under Section 182 of the OBCA 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 the Arrangement Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement made as of September 8, 2020, between the Company, the Parent and the Purchaser (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement required by the OBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

"**Award**" means any judgment, decree, injunction, ruling, award, decision or order of any Governmental Entity.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario or London, United Kingdom.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

"**Company**" means Pivot Technology Solutions, Inc.

"**Company Circular**" means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

"**Company Disclosure Letter**" means the disclosure letter dated the date of the Arrangement Agreement and all schedules, exhibits and appendices thereto, delivered by the Company to the Purchaser with the Arrangement Agreement.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser, acting reasonably.

"**Company Options**" means the outstanding options to purchase Company Shares issued pursuant to the Stock Option Plan.

"**Company Share**" means a common share in the capital of the Company.

"**Company Shareholders**" means the registered and/or beneficial holders of the Company Shares, as the context requires.

"**Consideration**" means $2.60 per Company Share, subject to adjustment pursuant to Section 3.2.

"**Court**" means the Superior Court of Justice (Ontario) Commercial List, or other court as applicable.

"**Depositary**" means such Person as the Company may appoint to act as depositary in relation to the Arrangement, with the approval of the Purchaser, acting reasonably.

"**Director**" has the meaning specified in section 1(1) of the OBCA.

"**Dissent Rights**" has the meaning specified in Section 5.1(a).

"**Dissenting Holder**" means a registered Company Shareholder who has validly 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 Company Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**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, in a form acceptable to the Parties, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or as such order may be affirmed or amended on appeal (provided that any such amendment is satisfactory to each of the Parties, acting reasonably).

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, minister, ministry, governor in council, cabinet, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

"**Incentive Securities**" means, collectively, the Company Options and RSUs.

"**Interim Order**" means the interim order of the Court, in a form acceptable to the Parties, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Award, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated, rendered, issued, ordered or applied by a Governmental Entity that is binding upon or otherwise applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Liens**" means with respect to any property or asset, any mortgage, deed of trust, lien, charge, pledge, encumbrance, hypothec, security interest, prior claim, easement, lease, sublease, conditional sale or other title retention agreement or other similar adverse claim (statutory or otherwise), in each case, whether contingent or absolute.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Parent**" means Computacenter plc.

"**Parties**" means, collectively, the Company, the Parent and the Purchaser, and "**Party**" means any of them.

"**Permitted Dividend**" means the cash dividend declared on the Company Shares on or about August 11, 2020 in the amount of $0.04 per Company Share, to be paid September 15, 2020.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Purchaser**" means 5038823 Ontario Ltd. (formerly 1264283 B.C. Ltd.).

"**RSU Plan**" means the Company's restricted share unit plan adopted as of June 17, 2014, and amended on May 16, 2016, May 15, 2019 and June 26, 2019.

"**RSUs**" mean the restricted share units issued and outstanding under the RSU Plan (including, for greater certainty, units issued or paid as dividend equivalents).

"**Stock Option Plan**" means the Company's stock option plan adopted as of June 17, 2014, and as amended May 16, 2016, May 15, 2019 and June 26, 2019.

"**Subsidiary**" has the meaning ascribed thereto in Section 1.1 of National Instrument 45-106 *Prospectus Exemptions*.

"**Tax Act**" means the *Income Tax Act* (Canada).

Section 1.2 Currency

All references to dollars or to $ are references to Canadian dollars, unless specified otherwise.

Section 1.3 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.4 Phrasing

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) "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Plan of Arrangement.

Section 1.5 References to Persons

Any reference to a Person includes its heirs, administrators, executors, legal personal, representatives, successors and permitted assigns.

Section 1.6 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 1.7 Non-Business Days

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.

Section 1.8 Time References

References to time are to local time, Toronto, Ontario.

Section 1.9 Time

Time shall be of the essence in this Plan of Arrangement.

ARTICLE 2
BINDING EFFECT

Section 2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

Section 2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Parent, the Purchaser, the Company, the Company Shareholders (including Dissenting Holders), all holders and beneficial owners of Incentive Securities, the registrar and transfer agent of the Company, the Depositary and all other Persons, in each case, at and after, the Effective Time without any further act or formality required on the part of any Person.

ARTICLE 3
ARRANGEMENT

Section 3.1 Arrangement

Pursuant to the Arrangement, the following transactions shall occur and shall be deemed to occur without any further authorization, act or formality, on the Effective Date, at the following times and in the following order:

(a) first, at the Effective Time, the following transactions shall occur simultaneously:

(i) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Stock Option Plan and/or the terms of any award agreements related to the Company Options, shall be deemed to be unconditionally vested and exercisable, and each such Company Option shall, without any further action by or on behalf of a holder of Company Options, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Option, subject to applicable withholdings, and each such Company Option shall immediately be cancelled and, for greater certainty, where such amount is zero or negative, such Company Option shall be cancelled without any consideration, and none of the Company, the Parent or the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option; and

(ii) each RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the RSU Plan and/or the terms of any award agreements related to the RSUs, shall be deemed to be unconditionally vested, and shall without any further action by or on behalf of a holder of RSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount of Consideration multiplied by the number of RSUs, subject to applicable withholdings, and each such RSU shall immediately be cancelled;

(b) second, and five minutes after the Effective Time, the following transactions shall occur simultaneously:

(i) each Company Share held by a Company Shareholder (other than a Dissenting Holder in respect of which Dissent Rights have been validly exercised) shall be transferred (free and clear of all Liens) to the Purchaser in exchange for a cash payment to the Company Shareholder equal to the Consideration; and

(ii) all Company Shares held by Dissenting Holders (in respect of which Dissent Rights have been validly exercised) shall be deemed to have been transferred (free and clear of all Liens) to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined under Section 5.1, and

(1) such Dissenting Holders shall cease to be the holders of such Company Shares and to have any rights as Company Shareholders other than the right to be paid the fair value for such Company Shares as set out in Section 5.1;

(2) the name of each such Dissenting Holder shall be removed as Company Shareholder, as applicable, from the registers of Company Shareholders, as applicable, maintained by or on behalf of Company in respect of such Company Shares; and

(3) the Purchaser shall be deemed to be the transferee of such Company Shares (free and clear of any Liens) and shall be entered in the registers of Company Shareholders maintained by or on behalf of Company;

(c) third, and ten minutes after the Effective Time, the stated capital account maintained by the Company for the Company Shares shall be reduced to $1.00 with no distribution to any shareholder of the Company;

(d) fourth, and fifteen minutes after the Effective Time, the following transactions shall occur:

(i) the Purchaser and the Company shall amalgamate pursuant to the OBCA and continue as Amalco on the following terms and those prescribed elsewhere in the Arrangement Agreement and the Plan of Arrangement:

(1) all of the issued and outstanding shares of the Company shall automatically be cancelled without any repayment of capital in respect thereof;

(2) the by-laws of Amalco shall be the same as those of the Purchaser, *mutatis mutandis*, as such by-laws may be supplemented, amended or repealed from time to time after the amalgamation becoming effective in accordance with the provisions of the OBCA relating to the making, amending and repealing of by-laws;

(3) no securities shall be issued and no assets shall be distributed by Amalco in connection with the amalgamation;

(4) the name of Amalco shall be "Pivot Technology Solutions, Inc.";

(5) the registered office of Amalco shall be located at 55 Renfrew Drive, Suite 200, Markham, Ontario L3R 8H3;

(6) Amalco shall be authorized to issue an unlimited number of common shares without par value, and such common shares shall have the rights, privileges, restrictions and conditions described on Schedule "A" hereto;

(7) no share of Amalco may be transferred unless its transfer complies with the restriction on the transfer of securities described on Schedule "A" hereto;

(8) there shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;

(9) the directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one and a maximum number of ten;

(10) the first directors of Amalco shall be: Matthew Girardot (U.S. resident), David Toews (Canadian resident) and Tony Conophy (U.K. resident), and such persons shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected;

(11) the Articles of Arrangement shall be deemed the articles of incorporation of Amalco and the Certificate of Arrangement shall be deemed the certificate of incorporation of Amalco; and

(12) for certainty, pursuant to Section 179 of the OBCA, as a result of the amalgamation:

a. the Purchaser and the Company shall continue as one corporation and shall cease to exist as entities separate from Amalco;

b. Amalco shall possess all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Purchaser and the Company;

c. a conviction against, or ruling, order or judgment in favour or against the Purchaser or the Company may be enforced by or against Amalco; and

d. Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against the Purchaser or the Company before the amalgamation has become effective.

Section 3.2 Adjustment to Consideration

If, on or after the date of the Arrangement Agreement, the Company sets a record date for any dividend or other distribution on the Company Shares (other than the Permitted Dividend) that is prior to the Effective Date, then the Consideration shall be reduced by the amount of such dividends or distributions.

ARTICLE 4
ARRANGEMENT MECHANICS

Section 4.1 Transfer of Securities

(a) With respect to each holder of Incentive Securities outstanding immediately before the Effective Time that is subject to this Plan of Arrangement, as reflected on the register maintained by or on behalf of the Company in respect of the Incentive Securities, upon and at the time of the disposition of such Incentive Securities effected pursuant to Section 3.1(a)(i) through Section 3.1(a)(ii):

(i) such holder of Incentive Securities shall cease to be a holder of Incentive Securities, as applicable, and the name of such holder of Incentive Securities shall be removed from the register or account of holders of Incentive Securities, as applicable, maintained by or on behalf of Company;

(ii) all agreements relating to such Incentive Securities and the RSU Plan and the Stock Option Plan shall be terminated and shall be of no further force and effect; and

(iii) the Company shall pay to such holder of Incentive Securities, the consideration payable to such holder of Incentive Securities, as applicable, pursuant to Section 3.1(a)(i) through Section 3.1(a)(ii).

(b) With respect to Company Shareholders (other than Dissenting Holders in respect of which Dissent Rights have been validly exercised), immediately before the Effective Time, upon and at the time of the transfer of Company Shares effected pursuant to Section 3.1(b)(i):

(i) such Company Shareholder shall cease to be a Company Shareholder, and the name of such Company Shareholder shall be removed from the register of Company Shareholders maintained by or on behalf of Company;

(ii) the Purchaser shall become the transferee (free and clear of all Liens) of such Company Shares transferred to the Purchaser and shall be added to the register of Company Shareholders maintained by or on behalf of Company; and

(iii) the Purchaser shall pay and deliver to such Company Shareholder the Consideration payable and deliverable to such Company Shareholder in accordance with this Plan of Arrangement.

Section 4.2 Rounding of Consideration

If the Consideration which a Company Shareholder is entitled to receive pursuant to Section 3.1(b) and Section 4.1(b) would otherwise include a fraction of $0.01, then the aggregate Consideration to which such Company Shareholder shall be entitled to receive shall be rounded up to the nearest whole $0.01.

ARTICLE 5
RIGHTS OF DISSENT

Section 5.1 Rights of Dissent

(a) Registered Company Shareholders (as of the record date for determining those Company Shareholders that are eligible to vote on the Arrangement Resolution) may exercise dissent rights with respect to the Company Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 5.1; provided that, notwithstanding subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by the Company not later than 5:00 p.m. (Toronto time) two (2) Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time).

(b) Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Company Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 3.1(b)(ii) and if they:

(i) ultimately are entitled to be paid fair value for such Company Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(b)(ii)); (ii) will be entitled to be paid the fair value of such Company Shares by the Purchaser, which fair value shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or

(ii) ultimately are not entitled, for any reason, to be paid fair value for such Company Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Company Shares and shall be entitled to receive only the Consideration contemplated by Section 3.1(b) hereof that such Dissenting Holder would have received pursuant to the Arrangement if such Dissenting Holder had not exercised its Dissent Rights.

Section 5.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Parent, the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Parent, the Purchaser, the Company, the Depositary, the registrar and transfer agent in respect of the Company Shares, or any other Person be required to recognize Dissenting Holders as holders of Company Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 3.1(b)(ii), and the names of such Dissenting Holders shall be removed from the registers of holders of the Company Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 3.1(b)(ii) occurs. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Incentive Securities; and (ii) Company Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares).

ARTICLE 6
PAYMENT AND CERTIFICATES

Section 6.1 Payment

(a) On the Business Day prior to the filing by the Company of the Articles of Arrangement with the Director in accordance with the Arrangement Agreement, the Parent or the Purchaser shall:

(i) deposit or cause to be deposited with the Depositary, on behalf of the Company and its Subsidiaries, the aggregate cash amount required for the payments in respect of the Incentive Securities pursuant to Section 3.1(a); and

(ii) deposit or cause to be deposited with the Depositary, on behalf of Purchaser, the aggregate cash amounts required for the payments to such Company Shareholders for their respective Company Shares pursuant to Section 3.1(b),

in each case with the cash amounts to be held in escrow by the Depositary on terms and conditions that are satisfactory to the Company and the Purchaser, acting reasonably.

(b) At the Effective Time, the Depositary shall deliver to the Company an amount of immediately available funds necessary to fund the cash payments to former holders of Incentive Securities pursuant to Section 3.1(a), and as soon as practicable following the Effective Time, the Company shall deliver to each former holder of Incentive Securities, through the Company's payroll systems (or such other means as the Company may elect), the cash payment, if any, which such former holder of Incentive Securities has the right to receive under Section 4.1(a) for such formerly held Incentive Security, less any amounts withheld pursuant to Section 6.3.

(c) Upon the surrender to the Depositary of a certificate which immediately prior to the Effective Time represented outstanding Company Shares and such additional documents and instruments as the Depositary may reasonably require, the Depositary shall deliver to the applicable Company Shareholder, as soon as practicable and in accordance with Section 4.1(b) and Section 4.2, a cheque (or other form of immediately available funds) representing the cash amount that such Company Shareholder is entitled to receive under the Arrangement, less any amounts withheld pursuant to Section 6.3, and any certificate so surrendered shall forthwith be cancelled.

(d) Until surrendered as contemplated by this Section 6.1, each certificate that immediately prior to the Effective Time represented outstanding Company Shares shall be deemed, immediately after the completion of the transactions contemplated in Section 4.1(b), to represent only the right to receive upon such surrender the Consideration in lieu of such certificate as contemplated in Section 4.1(b). Any such certificate formerly representing outstanding Company 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 Company Shareholder of any kind or nature against or in the Parent, the Purchaser or the Company.

(e) Any payment made by way of cheque by the Depositary or by the Company, pursuant to the Arrangement that has not been deposited or has been returned to the Depositary or the Company or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of any Affected Securityholder to receive the consideration for any Affected Securities pursuant to the Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser (or the Company, as applicable) for no consideration.

(f) No Affected Securityholder shall be entitled to receive any consideration with respect to Affected Securities other than the consideration to which such Affected Securityholder is entitled to receive in accordance with Section 3.1 and no such Affected Securityholder shall be entitled to receive any interest, dividends, premium or other payment in connection therewith (other than, in the case of Company Shareholders, with respect to the Permitted Dividend). No dividend or other distribution declared or made after the Effective Time with respect to Affected Securities or with a record date on or after the Effective Date shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Date, represented outstanding Affected Securities.

Section 6.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will pay and deliver, in exchange for such lost, stolen or destroyed certificate, the Consideration which such holder is entitled to receive pursuant to Section 4.1(b), net of amounts required to be withheld pursuant to Section 6.3. When authorizing such payment and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom the payment is made shall, as a condition precedent to the delivery thereof, give a bond satisfactory to the Company, the Parent, the Purchaser and the Depositary in such sum as the Parent may direct or otherwise indemnify the Parent and the Purchaser in a manner satisfactory to the Parent against any claim that may be made against the Parent or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Withholding Rights

The Company, any Subsidiary, the Parent, the Purchaser and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person under this Plan of Arrangement (including any Company Shareholders exercising Dissent Rights), and from all dividends, other distributions or other amounts otherwise payable to any former Company Shareholder or former holders of Incentive Securities, such amounts as the Company, the Parent, the Purchaser or the Depositary are required to deduct and withhold with respect to such payment under the Tax Act or any provision of applicable Laws and shall remit such amounts to the appropriate Governmental Entity. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made, provided that such deducted or withhold amounts are actually and timely remitted to the appropriate Governmental Entity.

Section 6.4 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.

Section 6.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all of the securities of the Company issued or outstanding prior to the Effective Time, (b) the rights and obligations of Affected Securityholders, the Company, the Purchaser, the Parent, the Depositary and any transfer agent or other depositary 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 securities of the Company are deemed to have been settled, compromised, released and determined without liability except as set forth herein.

ARTICLE 7
AMENDMENTS

Section 7.1 Amendments to Plan of Arrangement

(a) The Company and the Parent 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 (A) be set out in writing, (B) be approved by the Company and the Parent, each acting reasonably, (C) be filed with the Court and, if made following the Company Meeting, approved by the Court, and (D) be communicated to the Affected Securityholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Parent at any time prior to the Company Meeting (provided that the Company or the Parent, as applicable, 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 Company 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 Company Meeting shall be effective only if (A) it is consented to in writing by each of the Company and the Parent (in each case, acting reasonably), and (B) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Parent or Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Parent or Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Company Shareholders, or holders and beneficial owners of Incentive Securities.

ARTICLE 8
FURTHER ASSURANCES

Section 8.1 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 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 A

Rights, privileges, restrictions and conditions (if any) attaching to the common shares of Amalco:

The rights, privileges, restrictions and conditions attaching to the common shares of Amalco are as follows:

(a) Payment of Dividends: The holders of the common shares will be entitled to receive dividends if, as and when declared by the board of directors of the Company out of the assets of the Company properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Company entitled to receive dividends in priority to or concurrently with the holders of the common shares, the board of directors may in its sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Company.

(b) Participation upon Liquidation, Dissolution or Winding Up: In the event of the liquidation, dissolution or winding up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of the common shares will, subject to the rights of the holders of any other class of shares of the Company entitled to receive assets of the Company upon such a distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution will be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.

(c) Voting Rights: The holders of the common shares will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Company and to one vote in respect of each common share held at all such meetings.

Other provisions:

No security of the Company, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Company, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Company, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Company, expressed by a resolution duly passed at a meeting of the holders of voting shares; or

(d) the holders of the voting shares of the Company representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

Exhibit “B”

Court Order

Court File No. CV-20-00647666-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 29TH
	)	
JUSTICE CONWAY	)	DAY OF OCTOBER, 2020

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED, AND RULES 14.05(2) AND 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PIVOT TECHNOLOGY SOLUTIONS, INC., ITS SHAREHOLDERS, OPTIONHOLDERS, RESTRICTED SHARE UNITHOLDERS, 1264283 B.C. LTD and COMPUTACENTER PLC

PIVOT TECHNOLOGY SOLUTIONS, INC.

Applicant

ORDER

THIS APPLICATION made by the Applicant, Pivot Technology Solutions, Inc. ("Pivot") pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day via Zoom videoconference due to the COVID-19 crisis.

ON READING the Notice of Application issued on September 16, 2020, the affidavits of David Toews, sworn September 17 and October 27, 2020, together with the exhibits thereto, the affidavit of Philippe Tardif, sworn September 20, 2020 and the Interim Order of the Honourable Justice Conway, dated September 21, 2020, and

ON HEARING the submissions of counsel for Pivot and counsel for 1264283 B.C. Ltd. (continued 5038823 Ontario Ltd.) and Computacenter plc, no-one appearing for any other person, including any shareholder of Pivot, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section,

1. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.

2. **THIS COURT ORDERS** that Pivot shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

Conway J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 30 2020

PER / PAR: MQ

SCHEDULE A

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE
ONTARIO BUSINESS CORPORATIONS ACT

8505468.1

Schedule "A"

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

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

"**Affected Securities**" means, collectively, the Company Shares, Company Options and RSUs.

"**Affected Securityholders**" means, collectively, the Company Shareholders, the holders of Company Options and the holders of RSUs.

"**Amalco**" means the corporate entity formed by the amalgamation of the Purchaser and the Company.

"**Arrangement**" means an arrangement under Section 182 of the OBCA 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 the Arrangement Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement made as of September 8, 2020, between the Company, the Parent and the Purchaser (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement required by the OBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

"**Award**" means any judgment, decree, injunction, ruling, award, decision or order of any Governmental Entity.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario or London, United Kingdom.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

"**Company**" means Pivot Technology Solutions, Inc.

"**Company Circular**" means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

"**Company Disclosure Letter**" means the disclosure letter dated the date of the Arrangement Agreement and all schedules, exhibits and appendices thereto, delivered by the Company to the Purchaser with the Arrangement Agreement.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser, acting reasonably.

"**Company Options**" means the outstanding options to purchase Company Shares issued pursuant to the Stock Option Plan.

"**Company Share**" means a common share in the capital of the Company.

"**Company Shareholders**" means the registered and/or beneficial holders of the Company Shares, as the context requires.

"**Consideration**" means $2.60 per Company Share, subject to adjustment pursuant to Section 3.2.

"**Court**" means the Superior Court of Justice (Ontario) Commercial List, or other court as applicable.

"**Depositary**" means such Person as the Company may appoint to act as depositary in relation to the Arrangement, with the approval of the Purchaser, acting reasonably.

"**Director**" has the meaning specified in section 1(1) of the OBCA.

"**Dissent Rights**" has the meaning specified in Section 5.1(a).

"**Dissenting Holder**" means a registered Company Shareholder who has validly 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 Company Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**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, in a form acceptable to the Parties, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or as such order may be affirmed or amended on appeal (provided that any such amendment is satisfactory to each of the Parties, acting reasonably).

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, minister, ministry, governor in council, cabinet, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

"**Incentive Securities**" means, collectively, the Company Options and RSUs.

"**Interim Order**" means the interim order of the Court, in a form acceptable to the Parties, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Award, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated, rendered, issued, ordered or applied by a Governmental Entity that is binding upon or otherwise applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Liens**" means with respect to any property or asset, any mortgage, deed of trust, lien, charge, pledge, encumbrance, hypothec, security interest, prior claim, easement, lease, sublease, conditional sale or other title retention agreement or other similar adverse claim (statutory or otherwise), in each case, whether contingent or absolute.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Parent**" means Computacenter plc.

"**Parties**" means, collectively, the Company, the Parent and the Purchaser, and "**Party**" means any of them.

"**Permitted Dividend**" means the cash dividend declared on the Company Shares on or about August 11, 2020 in the amount of $0.04 per Company Share, to be paid September 15, 2020.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Purchaser**" means 5038823 Ontario Ltd. (formerly 1264283 B.C. Ltd.).

"**RSU Plan**" means the Company's restricted share unit plan adopted as of June 17, 2014, and amended on May 16, 2016, May 15, 2019 and June 26, 2019.

"**RSUs**" mean the restricted share units issued and outstanding under the RSU Plan (including, for greater certainty, units issued or paid as dividend equivalents).

"**Stock Option Plan**" means the Company's stock option plan adopted as of June 17, 2014, and as amended May 16, 2016, May 15, 2019 and June 26, 2019.

"**Subsidiary**" has the meaning ascribed thereto in Section 1.1 of National Instrument 45-106 *Prospectus Exemptions*.

"**Tax Act**" means the *Income Tax Act* (Canada).

Section 1.2 Currency

All references to dollars or to $ are references to Canadian dollars, unless specified otherwise.

Section 1.3 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.4 Phrasing

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) "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Plan of Arrangement.

Section 1.5 References to Persons

Any reference to a Person includes its heirs, administrators, executors, legal personal, representatives, successors and permitted assigns.

Section 1.6 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 1.7 Non-Business Days

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.

Section 1.8 Time References

References to time are to local time, Toronto, Ontario.

Section 1.9 Time

Time shall be of the essence in this Plan of Arrangement.

ARTICLE 2
BINDING EFFECT

Section 2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

Section 2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Parent, the Purchaser, the Company, the Company Shareholders (including Dissenting Holders), all holders and beneficial owners of Incentive Securities, the registrar and transfer agent of the Company, the Depositary and all other Persons, in each case, at and after, the Effective Time without any further act or formality required on the part of any Person.

ARTICLE 3
ARRANGEMENT

Section 3.1 Arrangement

Pursuant to the Arrangement, the following transactions shall occur and shall be deemed to occur without any further authorization, act or formality, on the Effective Date, at the following times and in the following order:

(a) first, at the Effective Time, the following transactions shall occur simultaneously:

(i) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Stock Option Plan and/or the terms of any award agreements related to the Company Options, shall be deemed to be unconditionally vested and exercisable, and each such Company Option shall, without any further action by or on behalf of a holder of Company Options, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Option, subject to applicable withholdings, and each such Company Option shall immediately be cancelled and, for greater certainty, where such amount is zero or negative, such Company Option shall be cancelled without any consideration, and none of the Company, the Parent or the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option; and

(ii) each RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the RSU Plan and/or the terms of any award agreements related to the RSUs, shall be deemed to be unconditionally vested, and shall without any further action by or on behalf of a holder of RSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount of Consideration multiplied by the number of RSUs, subject to applicable withholdings, and each such RSU shall immediately be cancelled;

(b) second, and five minutes after the Effective Time, the following transactions shall occur simultaneously:

(i) each Company Share held by a Company Shareholder (other than a Dissenting Holder in respect of which Dissent Rights have been validly exercised) shall be transferred (free and clear of all Liens) to the Purchaser in exchange for a cash payment to the Company Shareholder equal to the Consideration; and

(ii) all Company Shares held by Dissenting Holders (in respect of which Dissent Rights have been validly exercised) shall be deemed to have been transferred (free and clear of all Liens) to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined under Section 5.1, and

(1) such Dissenting Holders shall cease to be the holders of such Company Shares and to have any rights as Company Shareholders other than the right to be paid the fair value for such Company Shares as set out in Section 5.1;

(2) the name of each such Dissenting Holder shall be removed as Company Shareholder, as applicable, from the registers of Company Shareholders, as applicable, maintained by or on behalf of Company in respect of such Company Shares; and

(3) the Purchaser shall be deemed to be the transferee of such Company Shares (free and clear of any Liens) and shall be entered in the registers of Company Shareholders maintained by or on behalf of Company;

(c) third, and ten minutes after the Effective Time, the stated capital account maintained by the Company for the Company Shares shall be reduced to $1.00 with no distribution to any shareholder of the Company;

(d) fourth, and fifteen minutes after the Effective Time, the following transactions shall occur:

(i) the Purchaser and the Company shall amalgamate pursuant to the OBCA and continue as Amalco on the following terms and those prescribed elsewhere in the Arrangement Agreement and the Plan of Arrangement:

(1) all of the issued and outstanding shares of the Company shall automatically be cancelled without any repayment of capital in respect thereof;

(2) the by-laws of Amalco shall be the same as those of the Purchaser, *mutatis mutandis*, as such by-laws may be supplemented, amended or repealed from time to time after the amalgamation becoming effective in accordance with the provisions of the OBCA relating to the making, amending and repealing of by-laws;

(3) no securities shall be issued and no assets shall be distributed by Amalco in connection with the amalgamation;

(4) the name of Amalco shall be "Pivot Technology Solutions, Inc.";

(5) the registered office of Amalco shall be located at 55 Renfrew Drive, Suite 200, Markham, Ontario L3R 8H3;

(6) Amalco shall be authorized to issue an unlimited number of common shares without par value, and such common shares shall have the rights, privileges, restrictions and conditions described on Schedule "A" hereto;

(7) no share of Amalco may be transferred unless its transfer complies with the restriction on the transfer of securities described on Schedule "A" hereto;

(8) there shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;

(9) the directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one and a maximum number of ten;

(10) the first directors of Amalco shall be: Matthew Girardot (U.S. resident), David Toews (Canadian resident) and Tony Conophy (U.K. resident), and such persons shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected;

(11) the Articles of Arrangement shall be deemed the articles of incorporation of Amalco and the Certificate of Arrangement shall be deemed the certificate of incorporation of Amalco; and

(12) for certainty, pursuant to Section 179 of the OBCA, as a result of the amalgamation:

a. the Purchaser and the Company shall continue as one corporation and shall cease to exist as entities separate from Amalco;

b. Amalco shall possess all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Purchaser and the Company;

c. a conviction against, or ruling, order or judgment in favour or against the Purchaser or the Company may be enforced by or against Amalco; and

d. Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against the Purchaser or the Company before the amalgamation has become effective.

Section 3.2 Adjustment to Consideration

If, on or after the date of the Arrangement Agreement, the Company sets a record date for any dividend or other distribution on the Company Shares (other than the Permitted Dividend) that is prior to the Effective Date, then the Consideration shall be reduced by the amount of such dividends or distributions.

ARTICLE 4
ARRANGEMENT MECHANICS

Section 4.1 Transfer of Securities

(a) With respect to each holder of Incentive Securities outstanding immediately before the Effective Time that is subject to this Plan of Arrangement, as reflected on the register maintained by or on behalf of the Company in respect of the Incentive Securities, upon and at the time of the disposition of such Incentive Securities effected pursuant to Section 3.1(a)(i) through Section 3.1(a)(ii):

(i) such holder of Incentive Securities shall cease to be a holder of Incentive Securities, as applicable, and the name of such holder of Incentive Securities shall be removed from the register or account of holders of Incentive Securities, as applicable, maintained by or on behalf of Company;

(ii) all agreements relating to such Incentive Securities and the RSU Plan and the Stock Option Plan shall be terminated and shall be of no further force and effect; and

(iii) the Company shall pay to such holder of Incentive Securities, the consideration payable to such holder of Incentive Securities, as applicable, pursuant to Section 3.1(a)(i) through Section 3.1(a)(ii).

(b) With respect to Company Shareholders (other than Dissenting Holders in respect of which Dissent Rights have been validly exercised), immediately before the Effective Time, upon and at the time of the transfer of Company Shares effected pursuant to Section 3.1(b)(i):

(i) such Company Shareholder shall cease to be a Company Shareholder, and the name of such Company Shareholder shall be removed from the register of Company Shareholders maintained by or on behalf of Company;

(ii) the Purchaser shall become the transferee (free and clear of all Liens) of such Company Shares transferred to the Purchaser and shall be added to the register of Company Shareholders maintained by or on behalf of Company; and

(iii) the Purchaser shall pay and deliver to such Company Shareholder the Consideration payable and deliverable to such Company Shareholder in accordance with this Plan of Arrangement.

Section 4.2 Rounding of Consideration

If the Consideration which a Company Shareholder is entitled to receive pursuant to Section 3.1(b) and Section 4.1(b) would otherwise include a fraction of $0.01, then the aggregate Consideration to which such Company Shareholder shall be entitled to receive shall be rounded up to the nearest whole $0.01.

ARTICLE 5
RIGHTS OF DISSENT

Section 5.1 Rights of Dissent

(a) Registered Company Shareholders (as of the record date for determining those Company Shareholders that are eligible to vote on the Arrangement Resolution) may exercise dissent rights with respect to the Company Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 5.1; provided that, notwithstanding subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by the Company not later than 5:00 p.m. (Toronto time) two (2) Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time).

(b) Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Company Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 3.1(b)(ii) and if they:

(i) ultimately are entitled to be paid fair value for such Company Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(b)(ii)); (ii) will be entitled to be paid the fair value of such Company Shares by the Purchaser, which fair value shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or

(ii) ultimately are not entitled, for any reason, to be paid fair value for such Company Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Company Shares and shall be entitled to receive only the Consideration contemplated by Section 3.1(b) hereof that such Dissenting Holder would have received pursuant to the Arrangement if such Dissenting Holder had not exercised its Dissent Rights.

Section 5.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Parent, the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Parent, the Purchaser, the Company, the Depositary, the registrar and transfer agent in respect of the Company Shares, or any other Person be required to recognize Dissenting Holders as holders of Company Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 3.1(b)(ii), and the names of such Dissenting Holders shall be removed from the registers of holders of the Company Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 3.1(b)(ii) occurs. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Incentive Securities; and (ii) Company Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares).

ARTICLE 6
PAYMENT AND CERTIFICATES

Section 6.1 Payment

(a) On the Business Day prior to the filing by the Company of the Articles of Arrangement with the Director in accordance with the Arrangement Agreement, the Parent or the Purchaser shall:

(i) deposit or cause to be deposited with the Depositary, on behalf of the Company and its Subsidiaries, the aggregate cash amount required for the payments in respect of the Incentive Securities pursuant to Section 3.1(a); and

(ii) deposit or cause to be deposited with the Depositary, on behalf of Purchaser, the aggregate cash amounts required for the payments to such Company Shareholders for their respective Company Shares pursuant to Section 3.1(b),

in each case with the cash amounts to be held in escrow by the Depositary on terms and conditions that are satisfactory to the Company and the Purchaser, acting reasonably.

(b) At the Effective Time, the Depositary shall deliver to the Company an amount of immediately available funds necessary to fund the cash payments to former holders of Incentive Securities pursuant to Section 3.1(a), and as soon as practicable following the Effective Time, the Company shall deliver to each former holder of Incentive Securities, through the Company's payroll systems (or such other means as the Company may elect), the cash payment, if any, which such former holder of Incentive Securities has the right to receive under Section 4.1(a) for such formerly held Incentive Security, less any amounts withheld pursuant to Section 6.3.

(c) Upon the surrender to the Depositary of a certificate which immediately prior to the Effective Time represented outstanding Company Shares and such additional documents and instruments as the Depositary may reasonably require, the Depositary shall deliver to the applicable Company Shareholder, as soon as practicable and in accordance with Section 4.1(b) and Section 4.2, a cheque (or other form of immediately available funds) representing the cash amount that such Company Shareholder is entitled to receive under the Arrangement, less any amounts withheld pursuant to Section 6.3, and any certificate so surrendered shall forthwith be cancelled.

(d) Until surrendered as contemplated by this Section 6.1, each certificate that immediately prior to the Effective Time represented outstanding Company Shares shall be deemed, immediately after the completion of the transactions contemplated in Section 4.1(b), to represent only the right to receive upon such surrender the Consideration in lieu of such certificate as contemplated in Section 4.1(b). Any such certificate formerly representing outstanding Company 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 Company Shareholder of any kind or nature against or in the Parent, the Purchaser or the Company.

(e) Any payment made by way of cheque by the Depositary or by the Company, pursuant to the Arrangement that has not been deposited or has been returned to the Depositary or the Company or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of any Affected Securityholder to receive the consideration for any Affected Securities pursuant to the Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser (or the Company, as applicable) for no consideration.

(f) No Affected Securityholder shall be entitled to receive any consideration with respect to Affected Securities other than the consideration to which such Affected Securityholder is entitled to receive in accordance with Section 3.1 and no such Affected Securityholder shall be entitled to receive any interest, dividends, premium or other payment in connection therewith (other than, in the case of Company Shareholders, with respect to the Permitted Dividend). No dividend or other distribution declared or made after the Effective Time with respect to Affected Securities or with a record date on or after the Effective Date shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Date, represented outstanding Affected Securities.

Section 6.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will pay and deliver, in exchange for such lost, stolen or destroyed certificate, the Consideration which such holder is entitled to receive pursuant to Section 4.1(b), net of amounts required to be withheld pursuant to Section 6.3. When authorizing such payment and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom the payment is made shall, as a condition precedent to the delivery thereof, give a bond satisfactory to the Company, the Parent, the Purchaser and the Depositary in such sum as the Parent may direct or otherwise indemnify the Parent and the Purchaser in a manner satisfactory to the Parent against any claim that may be made against the Parent or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Withholding Rights

The Company, any Subsidiary, the Parent, the Purchaser and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person under this Plan of Arrangement (including any Company Shareholders exercising Dissent Rights), and from all dividends, other distributions or other amounts otherwise payable to any former Company Shareholder or former holders of Incentive Securities, such amounts as the Company, the Parent, the Purchaser or the Depositary are required to deduct and withhold with respect to such payment under the Tax Act or any provision of applicable Laws and shall remit such amounts to the appropriate Governmental Entity. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made, provided that such deducted or withhold amounts are actually and timely remitted to the appropriate Governmental Entity.

Section 6.4 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.

Section 6.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all of the securities of the Company issued or outstanding prior to the Effective Time, (b) the rights and obligations of Affected Securityholders, the Company, the Purchaser, the Parent, the Depositary and any transfer agent or other depositary 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 securities of the Company are deemed to have been settled, compromised, released and determined without liability except as set forth herein.

ARTICLE 7
AMENDMENTS

Section 7.1 Amendments to Plan of Arrangement

(a) The Company and the Parent 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 (A) be set out in writing, (B) be approved by the Company and the Parent, each acting reasonably, (C) be filed with the Court and, if made following the Company Meeting, approved by the Court, and (D) be communicated to the Affected Securityholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Parent at any time prior to the Company Meeting (provided that the Company or the Parent, as applicable, 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 Company 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 Company Meeting shall be effective only if (A) it is consented to in writing by each of the Company and the Parent (in each case, acting reasonably), and (B) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Parent or Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Parent or Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Company Shareholders, or holders and beneficial owners of Incentive Securities.

ARTICLE 8
FURTHER ASSURANCES

Section 8.1 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 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 A

Rights, privileges, restrictions and conditions (if any) attaching to the common shares of Amalco:

The rights, privileges, restrictions and conditions attaching to the common shares of Amalco are as follows:

(a) Payment of Dividends: The holders of the common shares will be entitled to receive dividends if, as and when declared by the board of directors of the Company out of the assets of the Company properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Company entitled to receive dividends in priority to or concurrently with the holders of the common shares, the board of directors may in its sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Company.

(b) Participation upon Liquidation, Dissolution or Winding Up: In the event of the liquidation, dissolution or winding up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of the common shares will, subject to the rights of the holders of any other class of shares of the Company entitled to receive assets of the Company upon such a distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution will be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.

(c) Voting Rights: The holders of the common shares will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Company and to one vote in respect of each common share held at all such meetings.

Other provisions:

No security of the Company, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Company, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Company, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Company, expressed by a resolution duly passed at a meeting of the holders of voting shares; or

(d) the holders of the voting shares of the Company representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182, *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED

Court File No.: CV-20-00647666-00CL

PIVOT TECHNOLOGY SOLUTIONS, INC.
Applicant

RECEIVED
COUNTER SERVICES #3
NOV 0 2 2020
Retail Offices Branch

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FINAL ORDER

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario M5H 4E3
Fax: (416) 367-6749

Caitlin R. Sainsbury (LSO #54122D)
Tel: (416) 367-6438
csainsbury@blg.com

Graham Splawski (LSO #68589T)
Tel: (416) 367-6206
gsplawski@blg.com

Lawyers for the Applicant,
Pivot Technology Solutions, Inc.