

For Ministry Use Only

Ontario Corporation Number



Ministry of Government Services

Ministère des Services gouvernementaux

1150385

CERTIFICATE This is to certify that these articles are effective on

CERTIFICAT Ceci certifie que les présents statuts entrent en vigueur le

MAY 01 MAI, 2017

Signature of Director

Director / Directeur Business Corporations Act / Loi sur les sociétés par actions

ARTICLES OF ARRANGEMENT

Form 8

- 1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS) (Écrire en LETTRES MAJUSCULES SEULEMENT) :

Table with 20 columns and 3 rows containing the text 'HALOGEN SOFTWARE INC.'

- 2. The new name of the corporation if changed by the arrangement: (Set out in BLOCK CAPITAL LETTERS) (Écrire en LETTRES MAJUSCULES SEULEMENT)

Table with 20 columns and 3 rows for a new name.

- 3. Date of incorporation/amalgamation: / 1996/01/09

Year, Month, Day /

- 4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the Loi sur les sociétés par actions.

Loi

- 5. A copy of the arrangement is attached to these articles as Exhibit "A" /

- 6. The arrangement was approved by the court on 2017/04/26

Year, Month, Day /

and a certified copy of the Order of the court is attached to these articles as Exhibit "B". /

- 7. The terms and conditions to which the scheme is made subject by the Order have been complied with.

These articles are signed in duplicate. HALOGEN SOFTWARE INC.

Name of Corporation /

By/

Leslie J Rechen

Director

Signature /

Description of Office /

EXHIBIT "A"

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

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

1.1 Definitions.

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms have the following meanings:

“**Arrangement**” means the arrangement of the Company 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 thereto made in accordance with the Arrangement Agreement and this Plan of Arrangement or made at the discretion of the Court in the Final Order (with the consent of each of the Company and VTH, acting reasonably).

“**Arrangement Agreement**” means the Arrangement Agreement dated as of February 22, 2017 between VTH and the Company providing for, among other things, the Arrangement, as the same may be amended, supplemented and/or restated from time to time, including all schedules to it.

“**Arrangement Resolution**” means the special resolution of the Company approving the Arrangement and this Plan of Arrangement.

“**Articles of Arrangement**” means the articles of arrangement of the Company in respect of the Arrangement that are required by the OBCA to be sent to the Director after the Final Order is made, which are to be in form and substance satisfactory to each of the Company and VTH, acting reasonably.

“**business day**” means any day, other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario, the Province of British Columbia or the State of California.

“**Cash-Out Consideration**” has the meaning given to it in Section 5.7(a) of the Arrangement Agreement.

“**Certificate**” means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 183(2) of the OBCA after the Articles of Arrangement have been filed.

“**Company**” means Halogen Software Inc., a corporation existing under the OBCA.

“**Consideration**” means the consideration to be received by a Shareholder pursuant to this Plan of Arrangement for each Share, consisting of \$12.50 in cash, without interest, for each Share held.

“**Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Depository**” means Computershare Investor Services Inc. at its offices set out in the Letter of Transmittal.

“**Director**” means the Director appointed pursuant to section 278 of the OBCA.

“**Dissent Rights**” has the meaning given to it in Section 4.1.

“**Dissent Shares**” means the Shares held by a Dissenting Shareholder and in respect of which the Dissenting Shareholder has validly exercised Dissent Rights.

“**Dissenting Shareholder**” means a registered holder of the Shares who (i) is not a holder of Rolling Shares; (ii) dissents in respect of the Arrangement Resolution in strict compliance with the Dissent Rights, (iii) has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, and (iv) who is

ultimately entitled to be paid the fair value for its Shares; but only in respect of the Shares in respect of which Dissent Rights are validly exercised by such holder.

“**Effective Date**” means the date of the Certificate.

“**Effective Time**” means 12:01 a.m. on the Effective Date, or such other time as VTH and the Company may agree to in writing before the Effective Date.

“**Final Order**” means the order of the Court pursuant to Section 182 of the OBCA, in form and substance satisfactory to VTH and the Company, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of VTH and the Company, 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 VTH and the Company, each acting reasonably) on appeal.

“**Former Shareholders**” means, at and following the Effective Time, the holders of the Shares immediately prior to the Effective Time.

“**Governmental Entity**” means any:

- (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government or any governmental or public department, court, tribunal, arbitral body, commission, board, bureau or agency;
- (b) any subdivision, agent, commission, board or authority of any of the foregoing;
- (c) any stock exchange; or
- (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

“**Interim Order**” means an order of the Court, in form and substance acceptable to VTH and the Company, acting reasonably, containing declarations and directions in respect of the notice to be given and the conduct of the Shareholder Meeting with respect to the Arrangement, as such order may be amended by the Court with the consent of VTH and the Company, each acting reasonably.

“**Letter of Transmittal**” means the letter of transmittal for use by the Shareholders with respect to the Arrangement, which shall be mailed to Shareholders.

“**OBCA**” means the *Business Corporations Act* (Ontario).

“**Options**” means the options to purchase the Shares granted by the Company pursuant to the provisions of the Stock Option Plan.

“**Person**” includes an individual, firm, trust, partnership, association, corporation, joint venture, trustee, executor, administrator, legal representative or government (including any Governmental Entity).

“**Plan of Arrangement**”, “hereof”, “herein”, “hereto” and similar references mean and refer to this plan of arrangement.

“**PSU’s**” means the performance share units granted under the Share Unit Plan.

“**Purchaser**” means 2574387 Ontario Inc., a corporation existing under the laws of Ontario, which is an affiliate of VTH.

“**Rolling Shareholders**” means Michael Slaunwhite and 6883621 Canada Inc., a corporation existing under the laws of Canada, and their respective trustees, heirs, administrators, executors, successors and permitted assigns.

**“Rolling Shares”** means the Shares to be transferred and assigned by each of the Rolling Shareholders pursuant to the Rollover Agreement in exchange for the issuance by the Purchaser of the Rollover Securities.

**“Rollover Agreement”** means the letter agreement dated the date of the Arrangement Agreement between VTH and the Rolling Shareholders.

**“Rollover Securities”** means the securities of the Purchaser to be received by each of the Rolling Shareholders in exchange for the Rolling Shares transferred and assigned to the Purchaser pursuant to a Rollover Agreement and the terms of this Plan of Arrangement.

**“RSU’s”** means the restricted share units granted under the Share Unit Plan.

**“Share Awards”** means the PSU’s and RSU’s.

**“Shareholders”** means the holders of the Shares.

**“Share Unit Plan”** means the Company’s Performance and Restricted Share Unit Plan effective June 18, 2015, governing the granting and terms of RSU’s and PSU’s.

**“Shareholder Meeting”** means such meeting or meetings of the Shareholders, including any adjournment or postponement thereof, that is to be convened to consider, and if deemed advisable approve, the Arrangement Resolution.

**“Shares”** means the common shares in the capital of the Company.

**“Stock Option Plan”** means the stock option plan of the Company dated May 27, 2009, as amended and restated as of June 18, 2015.

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

**“VTH”** means Vector Talent Holdings LLC, a limited liability company existing under the laws of Delaware or any successors or assign thereof (including, if applicable, VTH LP).

**“VTH LP”** means Vector Talent Holdings LP, a limited partnership to be formed the laws of the Cayman Islands.

## **1.2 Terms Defined in Arrangement Agreement or OBCA**

Words and phrases used herein that are defined in the Arrangement Agreement and not defined herein have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires. Words and phrases used herein that are defined in the OBCA and not defined herein or in the Arrangement Agreement have the same meaning herein as in the OBCA, unless the context otherwise requires.

## **1.3 Certain Rules of Interpretation**

- (a) *Interpretation Not Affected by Headings.* The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.
- (b) *Including.* Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (c) *Article References.* Unless the contrary intention appears, references in this Agreement to an Article, Section, Subsection or Schedule by number or letter or both refer to the Article, Section, Subsection or Schedule, respectively, bearing that designation in this Agreement.

- (d) *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.
- (e) *Date for Any Action.* If the date on which any action is required to be taken under this Agreement by a Party is not a business day in the place where the action is required to be taken, such action is required to be taken on the next succeeding day that is a business day in such place.
- (f) *Currency.* Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.
- (g) *Statutory References.* A references to a particular statute or Law is to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.
- (h) *Time References.* References to time are to local time, Ottawa, Ontario, Canada.

**ARTICLE 2  
ARRANGEMENT AGREEMENT**

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement. This Plan of Arrangement becomes effective at, and is binding at and after, the Effective Time on VTH, the Purchaser, VTH LP, the Rolling Shareholders, the Company and all persons who were immediately prior to the Effective Time holders or beneficial owners of the Shares, Options, RSU's and PSU's, including Dissenting Shareholders, the Depositary and all other Persons, without any further act or formality required on the part of any Person.

**ARTICLE 3  
ARRANGEMENT**

**3.1 Arrangement**

Commencing at the Effective Time, the following events or transactions will occur and will be deemed to occur in the following sequence at two-minute intervals without any further authorization, act or formality:

- (a) each Rolling Share will be transferred and assigned by the holder thereof to, and acquired by the Purchaser, in accordance with the terms of the Rollover Agreement, and
  - (i) in respect of each Rolling Share so transferred and assigned each Rolling Shareholder will cease to be the holder of such Rolling Shares so exchanged and such holder's name will be removed from the Company's register of holders of Shares at such time; and
  - (ii) the Purchaser will be deemed to be the holder of such Shares on the Effective Date and will be entered in the Company's register of holders of Shares as the registered holder of the Shares so transferred and shall be deemed the legal and beneficial owner thereof;
- (b) notwithstanding any vesting or exercise provisions to which an Option or Share Award might otherwise be subject (whether by contract, the conditions of a grant, applicable Law or the terms of the Stock Option Plan or Share Unit Plan), each Option or Share Award issued and outstanding at the Effective Time will, without any further action by or on behalf of any holder of such Option or Share Award, be deemed to be fully vested and all of the outstanding Options or Share Awards, without any further action on behalf of the holder and without any payment except as provided in this Plan of Arrangement and notwithstanding the terms of the Stock Option Plan or Share Unit Plan or any award or grant agreement pursuant to which such Option or Share Award was issued, as the case may be, will be disposed of and surrendered by the holders thereof to the Company without any act or formality on its or their part in exchange for the Cash-Out Consideration, and the holder of such Option or Share Award will cease to be the holder of such Option or Share Award, will cease to have any rights as a holder in respect of such Option or Share Award or under the Stock Option Plan or Share Unit Plan, such holder's name will be removed from the Company's register of Options and Share Awards, and all agreements, grants and similar instruments relating thereto will be cancelled;

- (c) each Share held by a Dissenting Shareholder entitled to be paid fair value for its Dissent Shares will be deemed to be transferred by the holder thereof, without any further act or formality on its part, to the Purchaser in consideration for a debt claim against the Purchaser in an amount determined in accordance with Article 4 and thereupon:
  - (i) each Dissenting Shareholder will have only the rights set out in Article 4 and will cease to be the holder of such Shares;
  - (ii) such Dissenting Shareholder's name will be removed from the Company's register of Shares; and
  - (iii) the Purchaser will be deemed to be the holder of such Shares on the Effective Date and will be entered in the Company's register of holders of Shares as the holder thereof;
- (d) each Share outstanding at the Effective Time, other than those Shares held by (i) Dissenting Shareholders who have validly exercised Dissent Rights, and (ii) the Purchaser, including the Shares transferred pursuant to Section 3.1(a) (which Shares shall not be exchanged under the Arrangement but shall remain outstanding as Shares held by the Purchaser) will be transferred and assigned by the holder thereof to, and acquired by, the Purchaser, in exchange for a cash payment equal to the Consideration, and
  - (i) in respect of each such Share transferred and assigned pursuant to this Section 3.1(d), each Former Shareholder will cease to be the holder of such Shares so exchanged and such holder's name will be removed from the Company's register of holders of Shares at such time; and
  - (ii) the Purchaser will be deemed to be the holder of such Shares on the Effective Date and will be entered in the Company's register of holders of Shares as the registered holder of the Shares so transferred and shall be deemed the legal and beneficial owner thereof; and
- (e) the Share Unit Plan and the Stock Option Plan will terminate (and all rights issued thereunder will expire) and will be of no further force or effect.

#### **ARTICLE 4 DISSENT PROCEDURES**

##### **4.1 Rights of Dissent**

Registered Shareholders (other than a Rolling Shareholder) may exercise rights of dissent with respect to their Shares pursuant to and in the manner set forth in section 185 of the OBCA as modified by the Interim Order and this Article 4 (the "**Dissent Rights**"), provided that, notwithstanding subsection 185(6) of the OBCA, written notice setting forth such a registered Shareholder's objection to the Arrangement and exercise of Dissent Rights must be received by the Company not later than 5:00 p.m. on the business day that is two business days preceding the date of the Shareholder Meeting. Shareholders (other than a Rolling Shareholder) who duly exercise their Dissent Rights are deemed to have transferred the Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser, as provided in Section 3.1(c) and if such Dissenting Shareholders:

- (a) ultimately are entitled to be paid the fair value for such Shares by the Purchaser, will be paid the fair value of such Shares, and 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 Shares; or
- (b) ultimately are not entitled, for any reason, to be paid the fair value for such Shares by the Purchaser, will be deemed to have participated in the Arrangement on the same basis as any non-Dissenting Shareholder.

##### **4.2 Recognition of Dissenting Shareholders**

From and after the Effective Time, in no case is VTH, the Purchaser, VTH LP, the Company or any other Person required to recognize a Dissenting Shareholder as a holder of Shares or as a holder of any securities of any of VTH, the Purchaser, VTH LP, the Company or any of their respective Subsidiaries and the names of the Dissenting

Shareholders are to be deleted from the Company's register of holders of Shares. In addition to any other restrictions under Section 185 of the OBCA, for greater certainty, none of the following shall be entitled to exercise Dissent Rights: the Rolling Shareholders, holders of Options, holders of Share Awards and holders of Shares who vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution (but only in respect of such Shares).

## **ARTICLE 5 DELIVERY OF CONSIDERATION**

### **5.1 Delivery of Consideration**

- (a) At or prior to the filing of the Articles of Arrangement, the Purchaser will deposit, for the benefit of holders of the Shares, with the Depositary in accordance with the Arrangement Agreement, cash in an amount sufficient to pay the aggregate Consideration to which the Shareholders are entitled to receive in accordance with Section 3.1(d)(i).
- (b) At or prior to the Effective Date, the Purchaser, on behalf and at the direction of the Company, will deposit with the Depositary cash in an amount sufficient to pay the aggregate Cash-Out Consideration to which the holders of Options or Share Awards are entitled to receive in accordance with Section 3.1(a).
- (c) Following the deposit with the Depositary of the amounts specified in Sections 5.1(a) and 5.1(b), the Purchaser will be fully and completely discharged from its obligation to pay the Consideration to the Former Shareholders and the Company will be fully and completely discharged from its payment obligations to former holders of Options and Share Awards, respectively, and the rights of such holders will be limited to receiving, from the Depositary, the Consideration or the Cash-Out Consideration to which they are entitled in accordance with this Plan of Arrangement.
- (d) As soon as practicable after the Effective Time, the Depositary will deliver on behalf of the Company to each holder of Options and Share Awards immediately prior to the Effective Time, as reflected on the books and records of the Company, a cheque (or other form of payment of immediately available funds) for the amount of Cash-Out Consideration such holder is entitled to receive in respect of his, her or its Options and Share Awards, as applicable, in accordance with Section 3.1(a), less any amounts withheld pursuant to Section 5.3.
- (e) Until such time as a Former Shareholder deposits with the Depositary a duly completed Letter of Transmittal, documents, certificates and instruments contemplated by the Letter of Transmittal and such other documents and instruments as the Depositary, VTH or the Purchaser reasonably requires, the cash payment to which such Former Shareholder is entitled will, in each case, be delivered or paid to the Depositary to be held in trust for such Former Shareholder for delivery to the Former Shareholder, without interest and net of all applicable withholding and other taxes, if any, upon delivery of the Letter of Transmittal, documents, certificates and instruments contemplated by the Letter of Transmittal and such other documents, certificates and instruments as the Depositary, VTH or the Purchaser reasonably requires.
- (f) Upon surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented one or more Shares, other than Rolling Shares or Shares held by a Dissenting Shareholder, if applicable, a duly completed and executed Letter of Transmittal and such additional documents, certificates and instruments as the Depositary, VTH, the Purchaser may reasonably require, the holder of such surrendered certificate or the deliverer of such Letter of Transmittal, as applicable, will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder, a cheque (or other form of payment of immediately available funds) for the Consideration which such Former Shareholder is entitled to receive under Section 3.1(d)(i) for such Shares, less any amounts withheld pursuant to Section 5.3, and any certificate so surrendered shall forthwith be cancelled.
- (g) Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the day immediately prior to the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding, on the day

before the sixth anniversary of the Effective Time, shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the Consideration pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser for no consideration.

- (h) No holder of Shares, Options or Shares Awards shall be entitled to receive any consideration with respect to such Shares, Options or Shares Awards other than any cash payment to which such holder is entitled to receive in accordance with this Section 5.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.
- (i) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented one or more Shares held by a Dissenting Shareholder, a completed Letter of Transmittal and such additional documents, certificates and instruments as the Depositary, VTH or the Purchaser may reasonably require, the holder of such surrendered certificate or the deliverer of such Letter of Transmittal, as applicable, will be entitled to receive in exchange therefor, the amount such Dissenting Shareholder is entitled to receive as determined in accordance with Article 4, less any amounts withheld pursuant to Section 5.3.
- (j) After the Effective Time and until surrendered as contemplated by this Section 5.1, each certificate that immediately prior to the Effective Time represented one or more Shares will be deemed at all times to represent only the right to receive (i) a cheque (or other form of payment of immediately available funds) for any cash consideration which the holder of such certificate is entitled to receive in accordance with this Section 5.1(f), or (ii) in respect of Shares formerly held by a Dissenting Shareholder, the amount such Dissenting Shareholder is entitled to receive as determined in accordance with Article 4, less, in each case, any amounts withheld pursuant to Section 5.3.

## **5.2 Lost Certificates**

- (a) If any certificate that immediately prior to the Effective Time represented one or more outstanding Shares that were exchanged pursuant to Article 3 has 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 issue in exchange for such lost, stolen or destroyed certificate, the cash amount that such Person is entitled to receive pursuant to Article 3, deliverable in accordance with such holder's Letter of Transmittal.
- (b) When authorizing the delivery of such consideration in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is being delivered must, as a condition precedent to the delivery of such consideration, give a bond satisfactory to VTH, the Purchaser, the Company and the Depositary in such sum as VTH, the Purchaser, the Company and the Depositary may direct or otherwise indemnify VTH, the Company and the Depositary in a manner satisfactory to VTH, the Purchaser, the Company and the Depositary against any claim that may be made against VTH, the Purchaser, the Company or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

## **5.3 Withholding Rights**

VTH, the Purchaser, the Company and the Depositary shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person, including Shareholders exercising Dissent Rights, pursuant to the Arrangement, and from all dividends, other distributions or other amount otherwise payable to any Former Shareholders, or former holders of Options, RSU's or PSU's, such Taxes or other amounts as VTH, the Purchaser, the Company or the Depositary are required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

#### **5.4 Extinction of Rights**

Any certificate that immediately prior to the Effective Time represented outstanding Shares that are exchanged pursuant to Article 3 and not deposited with all other instruments required by Section 5.1 on or prior to the day immediately before the sixth anniversary of the Effective Date, ceases to represent a claim or interest of any kind or nature as a shareholder of the Company. On such date, the cash to which the former registered holder of the certificate referred to in the preceding sentence was ultimately entitled is deemed to have been surrendered to the Purchaser, together with all entitlements to dividends, distributions and interest thereon held for such former registered holder.

#### **5.5 No Liens**

Any exchange or transfer of securities pursuant to this Plan of Arrangement must be free and clear of any liens, charges, security interests, encumbrances, mortgages, hypothecs, restrictions, adverse claims or other claims of third parties of any kind.

#### **5.6 Paramourncy**

From and after the Effective Time:

- (a) this Plan of Arrangement takes precedence and priority over any and all Shares, Options and Share Awards issued prior to the Effective Time;
- (b) the rights and obligations of the registered holders of Shares, Options or Share Awards and the Company, VTH, the Purchaser, VTH LP, the Depositary and any transfer agent or other depositary therefor in relation thereto, are 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 Shares, Options, or Share Awards are deemed to have been settled, compromised, released and determined without liability except as set forth herein.

### **ARTICLE 6 AMENDMENTS**

#### **6.1 Amendments to Plan of Arrangement**

- (a) VTH and the Company 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 VTH and the Company;
  - (iii) be filed with the Court and, if made following the Shareholder Meeting, approved by the Court; and
  - (iv) be communicated to the Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Shareholder Meeting (provided that VTH has consented thereto in writing) with or without any other prior notice or communication (except to the extent required by the Court), and if so proposed and accepted by the Persons voting at the Shareholder Meeting (other than as may be required under the Interim Order), becomes 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 Shareholder Meeting is effective only if:
  - (i) it is consented to in writing by each of VTH and the Company (in each case, acting reasonably); and

- (ii) if required by the Court, it is consented to by holders of Shares, 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 VTH or the Purchaser on notice to the Company, provided that it concerns a matter that, in the reasonable opinion of VTH and the 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 holder of Shares, Options or Share Awards, and such amendments, modifications or supplements to the Plan of Arrangement need not be filed with Court or communicated to the Shareholders.

**ARTICLE 7  
FURTHER ASSURANCES**

Notwithstanding that the transactions and events set out herein occur and are deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Company, VTH, the Purchaser and VTH LP will 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 herein.

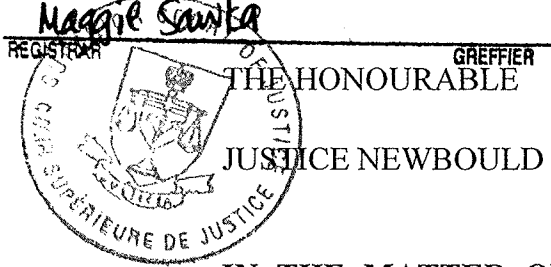
Commercial List Court File No. CV-17- 11728-00CL

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTEST QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU Sceau de la Cour Supérieure de Justice à Toronto, est une copie conforme du document conservé dans ce bureau

DATED AT TORONTO THIS 26 DAY OF April 20 17  
FAIT À TORONTO LE JOUR DE

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST



Maggie Sankar  
REGISTRAR

GREFFIER

THE HONOURABLE  
JUSTICE NEWBOULD

) WEDNESDAY, THE 26TH  
)  
) DAY OF APRIL, 2017

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

**AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT OF HALOGEN SOFTWARE INC.**

**ORDER**

**THIS APPLICATION** made by the Applicant, Halogen Software Inc. ("Halogen") pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Application issued on March 14, 2017, the affidavit of Les Rechan sworn March 15, 2017, the affidavit of Pete Low sworn April 25, 2017, together with the exhibits thereto, and the Interim Order of the Honourable Justice Hainey dated March 17, 2017 and


**ON HEARING** the submissions of counsel for Halogen and counsel for Vector Talent Holdings LLC, no-one appearing for any other person, including any shareholder

of Halogen, 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,

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

2. **THIS COURT ORDERS** that the Applicant 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.

  
\_\_\_\_\_

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## SCHEDULE "A"

### PLAN OF ARRANGEMENT

### PLAN OF ARRANGEMENT

### UNDER SECTION 182 OF THE BUSINESS CORPORATIONS ACT (ONTARIO)

#### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions.

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms have the following meanings:

**"Arrangement"** means the arrangement of the Company 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 thereto made in accordance with the Arrangement Agreement and this Plan of Arrangement or made at the discretion of the Court in the Final Order (with the consent of each of the Company and VTH, acting reasonably).

**"Arrangement Agreement"** means the Arrangement Agreement dated as of February 22, 2017 between VTH and the Company providing for, among other things, the Arrangement, as the same may be amended, supplemented and/or restated from time to time, including all schedules to it.

**"Arrangement Resolution"** means the special resolution of the Company approving the Arrangement and this Plan of Arrangement.

**"Articles of Arrangement"** means the articles of arrangement of the Company in respect of the Arrangement that are required by the OBCA to be sent to the Director after the Final Order is made, which are to be in form and substance satisfactory to each of the Company and VTH, acting reasonably.

**"business day"** means any day, other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario, the Province of British Columbia or the State of California.

**"Cash-Out Consideration"** has the meaning given to it in Section 5.6(a) of the Arrangement Agreement.

**"Certificate"** means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 183(2) of the OBCA after the Articles of Arrangement have been filed.

**"Company"** means Halogen Software Inc., a corporation existing under the OBCA.

**"Consideration"** means the consideration to be received by a Shareholder pursuant to this Plan of Arrangement for each Share, consisting of \$12.50 in cash, without interest, for each Share held.

**"Court"** means the Ontario Superior Court of Justice (Commercial List).

**"Depositary"** means Computershare Investor Services Inc. at its offices set out in the Letter of Transmittal.

**"Director"** means the Director appointed pursuant to section 278 of the OBCA.

**"Dissent Rights"** has the meaning given to it in Section 4.1.

**"Dissent Shares"** means the Shares held by a Dissenting Shareholder and in respect of which the Dissenting Shareholder has validly exercised Dissent Rights.

**"Dissenting Shareholder"** means a registered holder of the Shares who (i) is not a holder of Rolling Shares; (ii) dissents in respect of the Arrangement Resolution in strict compliance with the Dissent

Rights, (iii) has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, and (iv) who is ultimately entitled to be paid the fair value for its Shares; but only in respect of the Shares in respect of which Dissent Rights are validly exercised by such holder.

“**Effective Date**” means the date of the Certificate.

“**Effective Time**” means 12:01 a.m. on the Effective Date, or such other time as VTH and the Company may agree to in writing before the Effective Date.

“**Final Order**” means the order of the Court pursuant to Section 182 of the OBCA, in form and substance satisfactory to VTH and the Company, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of VTH and the Company, 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 VTH and the Company, each acting reasonably) on appeal.

“**Former Shareholders**” means, at and following the Effective Time, the holders of the Shares immediately prior to the Effective Time.

“**Governmental Entity**” means any:

- (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government or any governmental or public department, court, tribunal, arbitral body, commission, board, bureau or agency;
- (b) any subdivision, agent, commission, board or authority of any of the foregoing;
- (c) any stock exchange; or
- (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

“**Interim Order**” means an order of the Court, in form and substance acceptable to VTH and the Company, acting reasonably, containing declarations and directions in respect of the notice to be given and the conduct of the Shareholder Meeting with respect to the Arrangement, as such order may be amended by the Court with the consent of VTH and the Company, each acting reasonably.

“**Letter of Transmittal**” means the letter of transmittal for use by the Shareholders with respect to the Arrangement, which shall be mailed to Shareholders.

“**OBCA**” means the *Business Corporations Act* (Ontario).

“**Options**” means the options to purchase the Shares granted by the Company pursuant to the provisions of the Stock Option Plan.

“**Person**” includes an individual, firm, trust, partnership, association, corporation, joint venture, trustee, executor, administrator, legal representative or government (including any Governmental Entity).

“**Plan of Arrangement**”, “hereof”, “herein”, “hereto” and similar references mean and refer to this plan of arrangement.

“**PSUs**” means the performance share units granted under the Share Unit Plan.

“**Purchaser**” means ●, a corporation existing under the laws of ●, which is an affiliate of VTH.

“**Rolling Shareholders**” means Michael Slaunwhite and 6883621 Canada Inc., a corporation existing under the laws of Canada, and their respective trustees, heirs, administrators, executors, successors and permitted assigns.

“**Rolling Shares**” means the Shares to be transferred and assigned by each of the Rolling Shareholders pursuant to the Rollover Agreement in exchange for the issuance by the Purchaser of the Rollover Securities.

“**Rollover Agreement**” means the letter agreement dated the date of the Arrangement Agreement between VTH and the Rolling Shareholders.

“**Rollover Securities**” means the securities of the Purchaser to be received by each of the Rolling Shareholders in exchange for the Rolling Shares transferred and assigned to the Purchaser pursuant to a Rollover Agreement and the terms of this Plan of Arrangement.

“**RSUs**” means the restricted share units granted under the Share Unit Plan.

“**Share Awards**” means the PSUs and RSUs.

“**Shareholders**” means the holders of the Shares.

“**Share Unit Plan**” means the Company’s Performance and Restricted Share Unit Plan effective June 18, 2015, governing the granting and terms of RSUs and PSUs.

“**Shareholder Meeting**” means such meeting or meetings of the Shareholders, including any adjournment or postponement thereof, that is to be convened to consider, and if deemed advisable approve, the Arrangement Resolution.

“**Shares**” means the common shares in the capital of the Company.

“**Stock Option Plan**” means the stock option plan of the Company dated May 27, 2009, as amended and restated as of June 18, 2015.

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

“**VTH**” means Vector Talent Holdings LLC, a limited liability company existing under the laws of Delaware or any successors or assign thereof (including, if applicable, VTH LP).

“**VTH LP**” means Vector Talent Holdings LP, a limited partnership to be formed the laws of the Cayman Islands.

## **1.2 Terms Defined in Arrangement Agreement or OBCA**

Words and phrases used herein that are defined in the Arrangement Agreement and not defined herein have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires. Words and phrases used herein that are defined in the OBCA and not defined herein or in the Arrangement Agreement have the same meaning herein as in the OBCA, unless the context otherwise requires.

## **1.3 Certain Rules of Interpretation**

- (a) *Interpretation Not Affected by Headings.* The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.
- (b) *Including.* Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (c) *Article References.* Unless the contrary intention appears, references in this Agreement to an Article, Section, Subsection or Schedule by number or letter or both refer to the Article, Section, Subsection or Schedule, respectively, bearing that designation in this Agreement.

- (d) *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.
- (e) *Date for Any Action.* If the date on which any action is required to be taken under this Agreement by a Party is not a business day in the place where the action is required to be taken, such action is required to be taken on the next succeeding day that is a business day in such place.
- (f) *Currency.* Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.
- (g) *Statutory References.* A references to a particular statute or Law is to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.
- (h) *Time References.* References to time are to local time, Ottawa, Ontario, Canada.

## **ARTICLE 2 ARRANGEMENT AGREEMENT**

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement. This Plan of Arrangement becomes effective at, and is binding at and after, the Effective Time on VTH, the Purchaser, VTH LP, the Rolling Shareholders, the Company and all persons who were immediately prior to the Effective Time holders or beneficial owners of the Shares, Options, RSUs and PSUs, including Dissenting Shareholders, the Depositary and all other Persons, without any further act or formality required on the part of any Person.

## **ARTICLE 3 ARRANGEMENT**

### **3.1 Arrangement**

Commencing at the Effective Time, the following events or transactions will occur and will be deemed to occur in the following sequence at two-minute intervals without any further authorization, act or formality:

- (a) each Rolling Share will be transferred and assigned by the holder thereof to, and acquired by the Purchaser, in accordance with the terms of the Rollover Agreement, and
  - (i) in respect of each Rolling Share so transferred and assigned each Rolling Shareholder will cease to be the holder of such Rolling Shares so exchanged and such holder's name will be removed from the Company's register of holders of Shares at such time; and
  - (ii) the Purchaser will be deemed to be the holder of such Shares on the Effective Date and will be entered in the Company's register of holders of Shares as the registered holder of the Shares so transferred and shall be deemed the legal and beneficial owner thereof;
- (b) notwithstanding any vesting or exercise provisions to which an Option or Share Award might otherwise be subject (whether by contract, the conditions of a grant, applicable Law or the terms of the Stock Option Plan or Share Unit Plan), each Option or Share Award issued and outstanding at the Effective Time will, without any further action by or on behalf of any holder of such Option or Share Award, be deemed to be fully vested and all of the outstanding Options or Share Awards, without any further action on behalf of the holder and without any payment except as provided in this Plan of Arrangement and notwithstanding the terms of the Stock Option Plan or Share Unit Plan or any award or

- grant agreement pursuant to which such Option or Share Award was issued, as the case may be, will be disposed of and surrendered by the holders thereof to the Company without any act or formality on its or their part in exchange for the Cash-Out Consideration, and the holder of such Option or Share Award will cease to be the holder of such Option or Share Award, will cease to have any rights as a holder in respect of such Option or Share Award or under the Stock Option Plan or Share Unit Plan, such holder's name will be removed from the Company's register of Options and Share Awards, and all agreements, grants and similar instruments relating thereto will be cancelled;
- (c) each Share held by a Dissenting Shareholder entitled to be paid fair value for its Dissent Shares will be deemed to be transferred by the holder thereof, without any further act or formality on its part, to the Purchaser in consideration for a debt claim against the Purchaser in an amount determined in accordance with Article 4 and thereupon:
- (i) each Dissenting Shareholder will have only the rights set out in Article 4 and will cease to be the holder of such Shares;
  - (ii) such Dissenting Shareholder's name will be removed from the Company's register of Shares; and
  - (iii) the Purchaser will be deemed to be the holder of such Shares on the Effective Date and will be entered in the Company's register of holders of Shares as the holder thereof;
- (d) each Share outstanding at the Effective Time, other than those Shares held by (i) Dissenting Shareholders who have validly exercised Dissent Rights, and (ii) the Purchaser, including the Shares transferred pursuant to Section 3.1(a) (which Shares shall not be exchanged under the Arrangement but shall remain outstanding as Shares held by the Purchaser) will be transferred and assigned by the holder thereof to, and acquired by, the Purchaser, in exchange for a cash payment equal to the Consideration, and
- (i) in respect of each such Share transferred and assigned pursuant to this Section 3.1(d), each Former Shareholder will cease to be the holder of such Shares so exchanged and such holder's name will be removed from the Company's register of holders of Shares at such time; and
  - (ii) the Purchaser will be deemed to be the holder of such Shares on the Effective Date and will be entered in the Company's register of holders of Shares as the registered holder of the Shares so transferred and shall be deemed the legal and beneficial owner thereof; and
- (e) the Share Unit Plan and the Stock Option Plan will terminate (and all rights issued thereunder will expire) and will be of no further force or effect.

#### **ARTICLE 4 DISSENT PROCEDURES**

##### **4.1 Rights of Dissent**

Registered Shareholders (other than a Rolling Shareholder) may exercise rights of dissent with respect to their Shares pursuant to and in the manner set forth in section 185 of the OBCA as modified by the Interim Order and this Article 4 (the "**Dissent Rights**"), provided that, notwithstanding subsection 185(6) of the OBCA, written notice setting forth such a registered Shareholder's objection to the Arrangement and exercise of Dissent Rights must be received by the Company not later than 5:00 p.m. on the business day that is two business days preceding the date of the Shareholder Meeting. Shareholders (other than a Rolling Shareholder) who duly exercise their Dissent Rights are deemed to have transferred the Shares held by them

and in respect of which Dissent Rights have been validly exercised to the Purchaser, as provided in Section 3.1(c) and if such Dissenting Shareholders:

- (a) ultimately are entitled to be paid the fair value for such Shares by the Purchaser, will be paid the fair value of such Shares, and 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 Shares; or
- (b) ultimately are not entitled, for any reason, to be paid the fair value for such Shares by the Purchaser, will be deemed to have participated in the Arrangement on the same basis as any non-Dissenting Shareholder.

#### **4.2 Recognition of Dissenting Shareholders**

From and after the Effective Time, in no case is VTH, the Purchaser, VTH LP, the Company or any other Person required to recognize a Dissenting Shareholder as a holder of Shares or as a holder of any securities of any of VTH, the Purchaser, VTH LP, the Company or any of their respective Subsidiaries and the names of the Dissenting Shareholders are to be deleted from the Company's register of holders of Shares. In addition to any other restrictions under Section 185 of the OBCA, for greater certainty, none of the following shall be entitled to exercise Dissent Rights: the Rolling Shareholders, holders of Options, holders of Share Awards and holders of Shares who vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution (but only in respect of such Shares).

### **ARTICLE 5 DELIVERY OF CONSIDERATION**

#### **5.1 Delivery of Consideration**

- (a) At or prior to the filing of the Articles of Arrangement, the Purchaser will deposit, for the benefit of holders of the Shares, with the Depository in accordance with the Arrangement Agreement, cash in an amount sufficient to pay the aggregate Consideration to which the Shareholders are entitled to receive in accordance with Section 3.1(d)(i).
- (b) At or prior to the Effective Date, the Purchaser, on behalf and at the direction of the Company, will deposit with the Depository cash in an amount sufficient to pay the aggregate Cash-Out Consideration to which the holders of Options or Share Awards are entitled to receive in accordance with Section 3.1(a).
- (c) Following the deposit with the Depository of the amounts specified in Sections 5.1(a) and 5.1(b), the Purchaser will be fully and completely discharged from its obligation to pay the Consideration to the Former Shareholders and the Company will be fully and completely discharged from its payment obligations to former holders of Options and Share Awards, respectively, and the rights of such holders will be limited to receiving, from the Depository, the Consideration or the Cash-Out Consideration to which they are entitled in accordance with this Plan of Arrangement.
- (d) As soon as practicable after the Effective Time, the Depository will deliver on behalf of the Company to each holder of Options and Share Awards immediately prior to the Effective Time, as reflected on the books and records of the Company, a cheque (or other form of payment of immediately available funds) for the amount of Cash-Out Consideration such holder is entitled to receive in respect of his, her or its Options and Share Awards, as applicable, in accordance with Section 3.1(a), less any amounts withheld pursuant to Section 5.3.
- (e) Until such time as a Former Shareholder deposits with the Depository a duly completed Letter of Transmittal, documents, certificates and instruments contemplated by the Letter

of Transmittal and such other documents and instruments as the Depositary, VTH or the Purchaser reasonably requires, the cash payment to which such Former Shareholder is entitled will, in each case, be delivered or paid to the Depositary to be held in trust for such Former Shareholder for delivery to the Former Shareholder, without interest and net of all applicable withholding and other taxes, if any, upon delivery of the Letter of Transmittal, documents, certificates and instruments contemplated by the Letter of Transmittal and such other documents, certificates and instruments as the Depositary, VTH or the Purchaser reasonably requires.

- (f) Upon surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented one or more Shares, other than Rolling Shares or Shares held by a Dissenting Shareholder, if applicable, a duly completed and executed Letter of Transmittal and such additional documents, certificates and instruments as the Depositary, VTH, the Purchaser may reasonably require, the holder of such surrendered certificate or the deliverer of such Letter of Transmittal, as applicable, will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder, a cheque (or other form of payment of immediately available funds) for the Consideration which such Former Shareholder is entitled to receive under Section 3.1(d)(i) for such Shares, less any amounts withheld pursuant to Section 5.3, and any certificate so surrendered shall forthwith be cancelled.
- (g) Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the day immediately prior to the second anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding, on the day before the second anniversary of the Effective Time, shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the Consideration pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser for no consideration.
- (h) No holder of Shares, Options or Shares Awards shall be entitled to receive any consideration with respect to such Shares, Options or Shares Awards other than any cash payment to which such holder is entitled to receive in accordance with this Section 5.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.
- (i) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented one or more Shares held by a Dissenting Shareholder, a completed Letter of Transmittal and such additional documents, certificates and instruments as the Depositary, VTH or the Purchaser may reasonably require, the holder of such surrendered certificate or the deliverer of such Letter of Transmittal, as applicable, will be entitled to receive in exchange therefor, the amount such Dissenting Shareholder is entitled to receive as determined in accordance with Article 4, less any amounts withheld pursuant to Section 5.3.
- (j) After the Effective Time and until surrendered as contemplated by this Section 5.1, each certificate that immediately prior to the Effective Time represented one or more Shares will be deemed at all times to represent only the right to receive (i) a cheque (or other form of payment of immediately available funds) for any cash consideration which the holder of such certificate is entitled to receive in accordance with this Section 5.1(f), or (ii) in respect of Shares formerly held by a Dissenting Shareholder, the amount such Dissenting Shareholder is entitled to receive as determined in accordance with Article 4, less, in each case, any amounts withheld pursuant to Section 5.3.

## **5.2 Lost Certificates**

- (a) If any certificate that immediately prior to the Effective Time represented one or more outstanding Shares that were exchanged pursuant to Article 3 has 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 issue in exchange for such lost, stolen or destroyed certificate, the cash amount that such Person is entitled to receive pursuant to Article 3, deliverable in accordance with such holder's Letter of Transmittal.
- (b) When authorizing the delivery of such consideration in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is being delivered must, as a condition precedent to the delivery of such consideration, give a bond satisfactory to VTH, the Purchaser, the Company and the Depositary in such sum as VTH, the Purchaser, the Company and the Depositary may direct or otherwise indemnify VTH, the Company and the Depositary in a manner satisfactory to VTH, the Purchaser, the Company and the Depositary against any claim that may be made against VTH, the Purchaser, the Company or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

## **5.3 Withholding Rights**

VTH, the Purchaser, the Company and the Depositary shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person, including Shareholders exercising Dissent Rights, pursuant to the Arrangement, and from all dividends, other distributions or other amount otherwise payable to any Former Shareholders, or former holders of Options, RSUs or PSUs, such Taxes or other amounts as VTH, the Purchaser, the Company or the Depositary are required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

## **5.4 Extinction of Rights**

Any certificate that immediately prior to the Effective Time represented outstanding Shares that are exchanged pursuant to Article 3 and not deposited with all other instruments required by Section 5.1 on or prior to the day immediately before the sixth anniversary of the Effective Date, ceases to represent a claim or interest of any kind or nature as a shareholder of the Company. On such date, the cash to which the former registered holder of the certificate referred to in the preceding sentence was ultimately entitled is deemed to have been surrendered to the Purchaser, together with all entitlements to dividends, distributions and interest thereon held for such former registered holder.

## **5.5 No Liens**

Any exchange or transfer of securities pursuant to this Plan of Arrangement must be free and clear of any liens, charges, security interests, encumbrances, mortgages, hypothecs, restrictions, adverse claims or other claims of third parties of any kind.

## **5.6 Paramourncy**

From and after the Effective Time:

- (a) this Plan of Arrangement takes precedence and priority over any and all Shares, Options and Share Awards issued prior to the Effective Time;

- (b) the rights and obligations of the registered holders of Shares, Options or Share Awards and the Company, VTH, the Purchaser, VTH LP, the Depository and any transfer agent or other depository therefor in relation thereto, are 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 Shares, Options, or Share Awards are deemed to have been settled, compromised, released and determined without liability except as set forth herein.

## **ARTICLE 6 AMENDMENTS**

### **6.1 Amendments to Plan of Arrangement**

- (a) VTH and the Company 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 VTH and the Company;
  - (iii) be filed with the Court and, if made following the Shareholder Meeting, approved by the Court; and
  - (iv) be communicated to the Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Shareholder Meeting (provided that VTH has consented thereto in writing) with or without any other prior notice or communication (except to the extent required by the Court), and if so proposed and accepted by the Persons voting at the Shareholder Meeting (other than as may be required under the Interim Order), becomes 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 Shareholder Meeting is effective only if:
  - (i) it is consented to in writing by each of VTH and the Company (in each case, acting reasonably); and
  - (ii) if required by the Court, it is consented to by holders of Shares, 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 VTH or the Purchaser on notice to the Company, provided that it concerns a matter that, in the reasonable opinion of VTH and the 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 holder of Shares, Options or Share Awards, and such amendments, modifications or supplements to the Plan of Arrangement need not be filed with Court or communicated to the Shareholders.

## **ARTICLE 7 FURTHER ASSURANCES**

Notwithstanding that the transactions and events set out herein occur and are deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Company, VTH, the

Purchaser and VTH LP will 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 herein.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O 1990, c. B.16, AS AMENDED,  
AND IN THE MATTER OF RULE 14.05(2) OF THE RULES OF CIVIL PROCEDURE,  
AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT OF HALOGEN SOFTWARE INC.

HALOGEN SOFTWARE INC.

Applicant

Commercial Court File No. CV-17-11728-00CL



*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**OSLER, HOSKIN & HARCOURT LLP**

Barristers & Solicitors

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Matter No. 1176909