AMALGAMATION AGREEMENT

THIS AGREEMENT made as of the 13th day of January, 2022

BETWEEN:

AUMENTO CAPITAL IX CORP., a corporation incorporated under the laws of the Province of Ontario ("**AUIX**")

- and –

13515630 CANADA INC. a corporation existing under the laws of Canada as a wholly owned subsidiary of AUIX ("**Subco**")

- and –

PLURIBUS TECHNOLOGIES INC., a corporation existing under the laws of Canada ("**Pluribus**")

WHEREAS Subco is a wholly-owned subsidiary of AUIX and has not carried on an active business;

AND WHEREAS Pluribus and Subco agreed to amalgamate pursuant to the provisions of the Act on the terms and subject to the conditions set forth herein;

AND WHEREAS AUIX and Pluribus parties to the Business Combination Agreement which contemplates the Amalgamation;

AND WHEREAS on the Amalgamation of Subco and Pluribus, pursuant to the provisions of the Act, among other things, the holders of outstanding Pluribus Shares will receive AUIX Shares in accordance with the Exchange Ratio;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Amalgamation Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

(a) "**Act**" means the *Canada Business Corporations Act*, as from time to time amended or re- enacted;

(b) "**Agency Agreement**" means the agency agreement dated December 3, 2021 entered into in respect of the Pluribus Subscription Receipt Offering among Pluribus, AUIX and the agents referred to therein;

(c) "**Amalco**" means the corporation formed upon the amalgamation of the Amalgamating Corporations pursuant to the Amalgamation;

(d) "**Amalco Shares**" means the common shares in the capital of Amalco which Amalco will be authorized to issue upon completion of the Amalgamation;

(e) "**Amalgamating Corporations**" means, collectively, Subco and Pluribus;

(f) "**Amalgamation**" means the amalgamation of the Amalgamating Corporations pursuant to the provisions of the Act as contemplated by this Amalgamation Agreement;

(g) "**Amalgamation Agreement**" means this amalgamation agreement, including any exhibits attached hereto, as amended or supplemented from time to time;

(h) "**Articles of Amalgamation**" means the articles of amalgamation providing for the Amalgamation to be filed with the Director by the Amalgamating Corporations in order to effect the Amalgamation pursuant to subsection 185(1) of the Act, in the form annexed hereto as Exhibit A;

(i) "**AUIX"** means Aumento Capital IX Corporation, a corporation incorporated pursuant to the laws of the Province of Ontario;

(j) "**AUIX Shares**" means the common shares in the capital of AUIX, as presently constituted on the date hereof;

(k) "**AUIX Replacement Options**" means options to acquire AUIX Shares to be issued in replacement of the Pluribus Options outstanding immediately prior to the Effective Time;

(l) "**AUIX Replacement Warrants**" means warrants to acquire AUIX Shares to be issued in replacement of the Pluribus Warrants outstanding immediately prior to the Effective Time, each AUIX Replacement Warrant entitling the holder thereof to purchase one AUIX Share at a price equal to the quotient arrived at by dividing the original exercise price per Pluribus Share of each such Pluribus Warrant immediately prior to the Effective Time by the Exchange Ratio, subject to adjustment as applicable, until the expiry date of each such Pluribus Warrant being replaced by a AUIX Replacement Warrant, in accordance with its terms;

(m) "**AUIX Replacement SR Agents' Warrants**" means warrants to acquire AUIX Shares to be issued in replacement of the Pluribus SR Agents' Warrants outstanding immediately prior to the Effective Time, each AUIX Replacement SR Agents' Warrant entitling the holder thereof to purchase one AUIX Share at a price of $6.75 at any time prior to the date that is two years following the date that the escrow release conditions in respect of the Pluribus Subscription Receipt Offering are satisfied;

(n) "**Business Combination Agreement**" means the business combination agreement dated December 1, 2021 between AUIX and Pluribus, including any schedules attached thereto, as amended or supplemented from time to time in accordance with the provisions thereof;

(o) "**Business Day**" means any day other than a Saturday or Sunday or a day recognized as a holiday in Toronto, Ontario;

(p) "**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Director on receipt of the Articles of Amalgamation pursuant to subsection 185(4) of the Act;

(q) "**Director**" means the Director appointed under section 260 of the Act;

(r) "**Dissenting Pluribus Shareholder**" means a registered Pluribus Shareholder who, in connection with the Pluribus Approval, has exercised the right to dissent pursuant to

Section 190 of the Act, in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Pluribus Shares and who has not withdrawn the notice of the exercise of such right as permitted by the Act;

(s) "**Dissenting Pluribus Shares"** means the Pluribus Shares held by Dissenting Pluribus Shareholders;

(t) "**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation;

(u) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date;

(v) "**Exchange Ratio**" means the exchange of Pluribus Shares for AUIX Shares on the basis of 7.42 AUIX Shares for one (1) Pluribus Share;

(w) "**fair value**" where used in relation to a Pluribus Share held by a Dissenting Pluribus Shareholder, means fair value as determined by a court under Section 190 of the Act, with respect to the Amalgamation, or as agreed between Pluribus and the Dissenting Pluribus Shareholder;

(x) "**Former Pluribus Optionholders**" means, following the Effective Time, the holders of Pluribus Options immediately prior to the Effective Time;

(y) "**Former Pluribus Shareholders**" means, following the Effective Time, the Pluribus Shareholders immediately prior to the Effective Time;

(z) "**Former Pluribus SR Agents' Warrantholders**" means, following the Effective Time, the holders of Pluribus SR Agents' Warrants immediately prior to the Effective Time;

(aa) "**Former Pluribus Warrantholders**" means, following the Effective Time, the holders of Pluribus Warrants immediately prior to the Effective Time;

(bb) "**In-The-Money Amount**" in respect of a Pluribus Option means the amount, if any, by which the aggregate fair market value at that time of the securities subject to the option exceeds the aggregate exercise price of the option;

(cc) **"Pluribus"** means Pluribus Technologies Inc., a corporation incorporated pursuant to the laws of Canada;

(dd) "**Pluribus Approval**" means a special meeting of the Pluribus Shareholders to be held in order to seek shareholder approval for the Amalgamation or a unanimous shareholder resolution passed in lieu of a meeting of Pluribus Shareholders;

(ee) "**Pluribus Class A Common Shares**" means Class "A" common shares in the capital of Pluribus, issuable in series;

(ff) "**Pluribus Class B Common Shares**" means Class "B" common shares in the capital of Pluribus;

(gg) **"Pluribus Options"** means the outstanding options of Pluribus at the Effective Date;

(hh) "**Pluribus Series 1 Common Shares**" means Series 1 Pluribus Class A Common Shares in the capital of Pluribus;

(ii) “**Pluribus Series 2 Common Shares**” means Series 2 Pluribus Class A Common Shares in the capital of Pluribus;

(jj) “**Pluribus Shareholder**” means a holder of Pluribus Shares from time to time, and “**Pluribus Shareholders**” means all of such holders;

(kk) “**Pluribus Shares**” means, collectively, the Pluribus Class A Common Shares, the Pluribus Series 1 Common Shares, the Pluribus Series 2 Common Shares and the Pluribus Class B Common Shares;

(ll) “**Pluribus SR Agents’ Warrants**” means 185,246 warrants of Pluribus, comprised of broker warrants of Pluribus and advisory warrants of Pluribus, issued to the agents pursuant to the Agency Agreement in connection with the Pluribus Subscription Receipt Offering, each such warrant entitling the holder thereof to purchase 0.134471 of one Pluribus Series 1 Common Share at a price of $6.75 at any time prior to the date that is two years following the date that the escrow release conditions in respect of the Pluribus Subscription Receipt Offering are satisfied;

(mm) “**Pluribus Subscription Receipt Offering**” means the sale of $23,458,214.25 worth of Pluribus Subscription Receipts on a private placement basis pursuant to the Subscription Receipt Agreement at a price of $6.75 per Pluribus Subscription Receipt;

(nn) “**Pluribus Subscription Receipts**” means the subscription receipts to be issued under the Pluribus Subscription Receipt Offering and pursuant to the terms of the Subscription Receipt Agreement, each such Pluribus Subscription Receipt being automatically converted into 0.134771 Pluribus Series 1 Common Share immediately prior to the Effective Time, subject to the escrow release conditions set out in the Subscription Receipt Agreement;

(oo) “**Pluribus Warrants**” means the outstanding warrants of Pluribus at the Effective Date, excluding the Pluribus SR Agents’ Warrants;

(pp) “**Share Consolidation**” means the proposed consolidation of AUIX Shares prior to the Effective Time on the basis of one new AUIX Shares for every 7.94118 old AUIX Share outstanding;

(qq) “**Subco**” means the company to be incorporated by AUIX pursuant to the federal laws of Canada and that will be a wholly-owned subsidiary of AUIX;

(rr) “**Subscription Receipt Agreement**” means a subscription receipt agreement to be entered into between Pluribus, the subscription receipt agent and , providing for the issuance of the Pluribus Subscription Receipts; and

(ss) “**Transfer Agent**” means TSX Trust Company, the registrar and transfer agent for the AUIX Shares.

In addition, words and phrases used (but not defined) herein and defined in the Act shall have the same meaning herein as in the Act unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Amalgamation Agreement into articles and sections and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amalgamation Agreement. The terms “this Amalgamation Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Amalgamation Agreement and the exhibits attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Number, Gender and Persons

In this Amalgamation Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing gender shall include all genders, and the word “person” and all words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

1.4 Date for any Action

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

1.5 Statutory References

Any reference in this Amalgamation Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and every statute or regulation that supplements or supersedes such statute or regulations.

ARTICLE II
AGREEMENT TO AMALGAMATE

2.1 Amalgamation

The Amalgamating Corporations hereby agree to amalgamate pursuant to section 181 of the Act as of the Effective Date and to continue as one corporation upon the terms and subject to the conditions contained in this Amalgamation Agreement.

2.2 Business Combination Agreement

This Amalgamation Agreement is made pursuant to, is subject to the provisions of and forms part of the Business Combination Agreement.

ARTICLE III
THE AMALGAMATION

3.1 The Amalgamation

At the Effective Time, the following shall occur without any further act or formality:

(a) the amalgamation of the Amalgamating Corporations and their continuance as one corporation, Amalco, shall become effective, and

(i) the property of each of the Amalgamating Corporations shall continue to be the property of Amalco;

(ii) Amalco shall continue to be liable for the all obligations of each of the Amalgamating Corporations;

(iii) an existing cause of action, claim or liability to prosecution shall be unaffected;

(iv) a civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against Amalco;

(v) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco; and

(vi) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco;

(b) each Pluribus Share outstanding immediately prior to the Effective Time held by a Dissenting Pluribus Shareholder will become an entitlement to be paid the fair value of such share;

(c) each Pluribus Share (other than those held by Dissenting Pluribus Shareholders) outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the Former Pluribus Shareholder of such Pluribus Share shall receive (subject to Section 3.2 3.1(j)) such number of fully paid and non-assessable AUIX Shares issued by AUIX as is equal to the Exchange Ratio, provided that notwithstanding the foregoing holders of Pluribus Subscription Receipts immediately prior to the conversion thereof shall receive one fully paid and non-assessable AUIX Share issued by AUIX in respect of each one Pluribus Subscription Receipt held;

(d) each common share of Subco outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, Amalco shall issue one Amalco Share to AUIX;

(e) as consideration for the issuance by AUIX of AUIX Shares to Pluribus Shareholders to effect the Amalgamation, Amalco will issue to AUIX one Amalco Share for each AUIX Share so issued;

(f) Amalco will be a wholly-owned subsidiary of AUIX;

(g) the property, rights and interests of each of Subco and Pluribus shall continue to be the property, rights and interests of Amalco and Amalco shall continue to be liable for the liabilities and obligations of each of Subco and Pluribus;

(h) each Pluribus Option held by a Former Pluribus Optionholder outstanding immediately prior to the Effective Time shall be exchanged (subject to Section 3.2) for such number of AUIX Replacement Options issued by AUIX as is equal to the Exchange Ratio, and, upon such exchange, all Pluribus Options will be cancelled. The exercise price of the AUIX Replacement Options will be equal to the exercise price of the Pluribus Options immediately prior to the Effective Time divided by the Exchange Ratio. The vesting schedule, expiry time and other terms of the AUIX Replacement Options will be the same as the vesting schedule, expiry time and other terms, respectively, of the Pluribus Options immediately prior to the Effective Time. In respect of Pluribus Options held by option holders who acquired such Pluribus Options by virtue of their employment, the exercise price of a AUIX Replacement Option will be increased, if necessary, so that the In-The-Money Amount of the AUIX Replacement Option immediately after the exchange does not exceed the In-The-Money Amount of the Pluribus Option immediately before the exchange;

(i) each Pluribus Warrant held by a Former Pluribus Warrantholder outstanding immediately prior to the Effective Time shall be exchanged (subject to Section 3.2) for such number of AUIX Replacement Warrants issued by AUIX as is equal to the Exchange Ratio and, upon such exchange, all Pluribus Warrants will be cancelled. The exercise price of the AUIX Replacement Warrants will be equal to the exercise price of the Pluribus Warrants immediately prior to the Effective Time divided by the Exchange Ratio. The expiry time and other terms of the AUIX Replacement Warrants will be the same as the expiry time and other terms, respectively, of the Pluribus Warrants immediately prior to the Effective Time; and

(j) each Pluribus SR Agents' Warrant held by a Former Pluribus SR Agents' Warrantholder outstanding immediately prior to the Effective Time shall be exchanged for one AUIX Replacement SR Agents' Warrant issued by AUIX and, upon such exchange, all Pluribus SR Agents' Warrants will be cancelled. The exercise price of the AUIX Replacement SR Agents' Warrants will be equal to the exercise price of the Pluribus SR Agents' Warrants immediately prior to the Effective Time.

3.2 No Fractional Securities

Following the Effective Time, if the aggregate number of AUIX Shares, AUIX Replacement Options, AUIX Replacement Warrants or AUIX Replacement SR Agents' Warrants to which a Former Pluribus Shareholder, a Former Pluribus Optionholder, a Former Pluribus Warrantholder or a Former Pluribus SR Agents' Warrantholder, respectively, would otherwise be entitled pursuant to Section 3.1(c), Section 3.1(h), Section 3.1(i) and Section 3.1(j), respectively, is not a whole number, then the number of AUIX Shares, AUIX Replacement Options, AUIX Replacement Warrants or AUIX Replacement SR Agents' Warrants, as the case may be, shall be rounded down to the next whole number and no compensation will be paid to the Former Pluribus Shareholder, the Former Pluribus Optionholder, the Former Pluribus Warrantholder or the Former Pluribus SR Agents' Warrantholder in respect of such fractional AUIX Share, AUIX Replacement Option, AUIX Replacement Warrant or AUIX Replacement SR Agents' Warrant.

3.3 Post-Effective Time Procedures

Subject to the provisions of Article V hereof, Former Pluribus Shareholders, Former Pluribus Optionholders, Former Pluribus Warrantholders or Former Pluribus SR Agents' Warrantholders shall be entitled to receive delivery of the certificates or direct registration statements, as applicable, representing the AUIX Shares, AUIX Replacement Options, AUIX Replacement Warrants or AUIX Replacement SR Agents' Warrants, respectively, to which they are entitled pursuant to Section 3.1(c), Section 3.1(h), Section 3.1(i) and Section 3.1(j) hereof, respectively.

ARTICLE IV
AMALCO

4.1 Name

The name of Amalco shall be "Pluribus Technologies Holdings Inc.".

4.2 Registered Office

The registered office of Amalco shall be situated in the Province of Ontario and located at 111 Peter Street, Suite 503, Toronto, Ontario, M5V 2G9.

4.3 Authorized Capital

Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares).

4.4 Share Provisions

The rights, privileges, restrictions and conditions attaching to the Amalco Shares shall be as set out in the Articles of Amalgamation attached hereto as Exhibit A.

4.5 Restrictions on Transfer

There shall be restrictions upon the right to transfer shares of Amalco and the approval of either the directors of Amalco or the shareholders of Amalco (by resolution passed at a meeting or by signed resolution) shall be required in respect of each transfer.

4.6 Stated Capital

At the Effective Time, Amalco shall add to the stated capital account maintained by Amalco for the Amalco Shares an amount equal to the paid-up capital (within the meaning of the *Income Tax Act* (Canada)) attributed to the common shares of Subco and the Pluribus Shares (other than Pluribus Shares held by Dissenting Pluribus Shareholders), determined immediately before the Amalgamation.

At the Effective Time, AUIX shall add to the stated capital account maintained by AUIX for AUIX Shares, an amount equal to the paid-up capital (within the meaning of the *Income Tax Act* (Canada)) attributed to the Pluribus Shares (other than Pluribus Shares held by Dissenting Pluribus Shareholders), determined immediately before the Amalgamation.

4.7 Directors

(a) *Minimum and Maximum*. The directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one and a maximum number of ten directors.

(b) *Initial Directors*. The number of directors of Amalco shall initially be set at three (3). The initial directors of Amalco immediately following the Amalgamation shall be the persons whose names and addresses appear below:

Name	**Address**
Richard Adair	*"REDACTED"*
Diane Pedreira	*"REDACTED"*
Simon Giannakis	*"REDACTED'*

The initial directors shall hold office from the Effective Date until the first annual meeting of the shareholders of Amalco or until their successors are elected or appointed.

4.8 Business

There shall be no restrictions on the businesses that Amalco is authorized to carry on.

4.9 Other Provisions

Subject to the provisions of the Act, the following provisions shall apply to Amalco:

(a) The right to transfer securities of Amalco (other than non-convertible debt securities of Amalco) shall be restricted in that no holder of such securities shall be entitled to transfer any securities without either:

(i) the consent of the directors of the Amalco expressed by a resolution passed at a meeting of those directors, or a resolution in writing signed by all of them; or

(ii) the consent of the shareholders of Amalco, expressed by a resolution passed at a meeting of those shareholders, or a resolution in writing signed by all of those shareholders entitled to vote on that resolution.

(b) The directors may, between annual meetings of shareholders, appoint one or more additional directors of Amalco to serve until the next annual meeting of shareholders, but the number of additional directors shall not at any time exceed one-third of the number of directors who held office at the expiration of the last meeting of the shareholders of Amalco.

4.10 By-Laws

The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Pluribus.

ARTICLE V
DELIVERY OF AUIX SECURITIES

5.1 Delivery of AUIX Shares

(a) In accordance with normal commercial practice, as soon as practicable following the Effective Date, AUIX, directly or indirectly, shall issue or caused to be issued direct registration statements or certificates representing the appropriate number of AUIX Shares to the Former Pluribus Shareholders (other than Dissenting Pluribus Shareholders), certain of which AUIX Shares shall be subject to restrictions on resale, and the certificates or direct registration statements in respect thereof shall be affixed with legends to such effect, all in the manner more particularly set out in the Agency Agreement.

(b) After the Effective Time, each certificate which immediately prior to the Effective Time represented one or more Pluribus Shares held by a Former Pluribus Shareholder shall cease to represent any claim upon or interest in Pluribus, as applicable, other than the right of the holder to receive in exchange therefor the number of AUIX Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

5.2 Delivery of AUIX Replacement Options

(a) In accordance with normal commercial practice, as soon as practicable following the Effective Date, AUIX shall deliver to each Former Pluribus Optionholder, a certificate representing or option agreement in respect of the AUIX Replacement Options which such holder is entitled to receive in accordance with Section 3.3 hereof, which AUIX Replacement Options shall be subject to restrictions on resale, and the certificates or direct registration statements in respect thereof shall be affixed with legends to such effect, all in the manner more particularly set out in the Agency Agreement.

(b) AUIX shall take all corporate action necessary to reserve for issue a sufficient number of AUIX Shares for delivery upon exercise of the AUIX Replacement Options in accordance with their terms. AUIX shall use all commercially reasonable efforts to cause the AUIX Shares issuable upon the exercise of the AUIX Replacement Options to be listed on each stock exchange, if any, on which AUIX Shares are then listed and posted for trading.

5.3 Delivery of AUIX Replacement Warrants

(a) Upon surrender to Pluribus for cancellation of a certificate which immediately prior to the Effective Time represented one or more outstanding Pluribus Warrants in consideration for which the holder is entitled to receive AUIX Replacement Warrants in accordance with Section 3.1(i) hereof, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and AUIX shall deliver to such holder following the Effective Time, a certificate representing the AUIX Replacement Warrants which such holder is entitled to receive in accordance with Section 3.3 hereof, which AUIX Replacement Warrants shall be subject to restrictions on resale, and the certificates or direct registration statements in respect thereof shall be affixed with legends to such effect, all in the manner more particularly set out in the Agency Agreement.

(b) After the Effective Time and until surrendered to AUIX for cancellation as contemplated by Section 5.3(a) hereof, each certificate which immediately prior to the Effective Time represented one or more Pluribus Warrants held by a Former Pluribus Warrantholder shall cease to represent any claim upon or interest in Pluribus other than the right of the holder to receive in exchange therefor a certificate representing the AUIX Replacement Warrants to which it is entitled pursuant to the terms hereof and the Amalgamation.

(c) Upon surrender to Pluribus for cancellation of a certificate which immediately prior to the Effective Time represented one or more outstanding Pluribus SR Agents' Warrants in consideration for which the holder is entitled to receive AUIX Replacement SR Agents' Warrants in accordance with Section 3.1(j) hereof, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and AUIX shall deliver to such holder following the Effective Time, a certificate representing the AUIX Replacement SR Agents' Warrants which such holder is entitled to receive in accordance with Section 3.3 hereof.

(d) After the Effective Time and until surrendered to AUIX for cancellation as contemplated by Section 5.3(c) hereof, each certificate which immediately prior to the Effective Time represented one or more Pluribus SR Agents' Warrants held by a Former Pluribus SR Agents' Warrantholder shall cease to represent any claim upon or interest in Pluribus other than the right of the holder to receive in exchange therefor a certificate representing the AUIX Replacement SR Agents' Warrants to which it is entitled pursuant to the terms hereof and the Amalgamation.

(e) AUIX shall take all corporate action necessary to reserve for issue a sufficient number of AUIX Shares for delivery upon exercise of the AUIX Replacement Warrants and AUIX Replacement SR Agents' Warrants in accordance with their terms. AUIX shall use all commercially reasonable efforts to cause the AUIX Shares issuable upon the exercise of the AUIX Replacement Warrants and AUIX Replacement SR Agents' Warrants to be listed on each stock exchange, if any, on which AUIX Shares are then listed and posted for trading.

5.4 Withholding Rights

AUIX, Amalco and the Transfer Agent shall be entitled to deduct and withhold from all dividends or other distributions otherwise payable to any Former Pluribus Shareholder such amounts as AUIX, Amalco or the Transfer Agent is required or permitted to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada), the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Former Pluribus Shareholder, as applicable, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE VI
ARTICLES OF AMALGAMATION

6.1 Filing

Upon the shareholders of each of the Amalgamating Corporations approving this Amalgamation Agreement in accordance with the provisions of the Act and the satisfaction or waiver, in accordance with the provisions of the Business Combination Agreement, of the conditions set forth in Article 8 of the Business Combination Agreement, the Amalgamating Corporations shall jointly file with the Director the Articles of Amalgamation in the form annexed hereto as Exhibit A and such other documents as may be required in connection therewith.

ARTICLE VII
AMENDMENT AND TERMINATION

7.1 Amendment

This Amalgamation Agreement may be amended at any time and from time to time prior to the Effective Date by mutual written agreement of the parties hereto.

7.2 Termination

Subject to the provisions of the Business Combination Agreement, this Amalgamation Agreement may, prior to the issue of the Certificate of Amalgamation, be terminated by the directors of either of the Amalgamating Corporations, notwithstanding the approval of this Amalgamation Agreement by the shareholders of either or both of the Amalgamating Corporations, and shall be conclusively deemed to have been so terminated upon the termination of the Business Combination Agreement in accordance with the provisions thereof.

ARTICLE VIII
GENERAL

8.1 Governing Law

This Amalgamation Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Amalgamation Agreement.

8.2 Execution in Counterparts

This Amalgamation Agreement may be executed by original, pdf scan or facsimile signature and in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amalgamation Agreement as of the date firs above written.

AUMENTO CAPITAL IX CORPORATION

By: *"Roger Daher"*

Name: Roger Daher

Title: President and CEO

13515630 CANADA INC.

By: *"Roger Daher"*

Name: Roger Daher

Title: Authorized Signatory

PLURIBUS TECHNOLOGIES INC.

By: *"Richard Adair"*

Name: Richard Adair

Title: CEO

EXHIBIT A
ARTICLES OF AMALGAMATION

Attached.

Canada Business Corporations Act (CBCA)
FORM 9
ARTICLES OF AMALGAMATION
(Section 185)

1 - Corporate name of the amalgamated corporation

Pluribus Technologies Holdings Inc.

2 - The province or territory in Canada where the registered office is situated *(do not indicate the full address)*

Ontario

3 - The classes and any maximum number of shares that the corporation is authorized to issue

The Corporation is authorized to issue an unlimited number of one class of shares to be designated as Common Shares.

4 - Restrictions, if any, on share transfers

See schedule attached.

5 - Minimum and maximum number of directors *(for a fixed number of directors, please indicate the same number in both boxes)*

Minimum number 1 **Maximum number** 10

6 - Restrictions, if any, on the business the corporation may carry on

None.

7 - Other provisions, if any

See schedule attached.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:

☑	**183 - Long form : approved by special resolution of shareholders**	○	**184(1) - Vertical short-form : approved by resolution of directors**
○	**184(2) - Horizontal short-form : approved by resolution of directors**		

9 - Declaration

I hereby certify that I am a director or an authorized officer of the following corporation:

Name of the amalgamating corporations	Corporation number	Signature
PLURIBUS TECHNOLOGIES INC.	1 0 5 6 3 8 4 - 6	*"Richard Adair"*
13515630 CANADA INC.	1 3 5 1 5 6 3 - 0	*"Roger Daher"*

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding $5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

Canada

Schedule / Annexe

Restrictions on Share Transfers / Restrictions sur le transfert des actions

No securities may be transferred without either:

(a) the approval of the directors of the Corporation expressed by a resolution passed by the board of directors of the Corporation at a meeting of the directors or by an instrument or instruments in writing signed by a majority of the directors; or

(b) the approval of the holders of a majority of the voting shares of the Corporation for the time being outstanding expressed by a resolution passed at a meeting of shareholders or by an instrument or instruments in writing signed by the holders of a majority of such shares.

Schedule / Annexe
Other Provisions / Autres dispositions

The number of shareholders of the Corporation exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation were, while in that employment, shareholders of the Corporation, is limited to not more than fifty (50), provided that:

(a) two or more persons who are the joint registered holders of one or more securities of the Corporation are counted as one beneficial owner of those securities; and

(b) a corporation, partnership, trust or other entity is counted as one beneficial owner of securities of the Corporation unless the entity has been created or is being used primarily for the purpose of acquiring or holding securities of the Corporation, in which event each beneficial owner of an equity interest in the entity or each beneficiary of the entity, as the case may be, is counted as a separate beneficial owner of those securities of the Corporation.