

## ACKNOWLEDGEMENT OF NOTE REPAYMENT AND RELEASE

**THIS ACKNOWLEDGEMENT OF NOTE REPAYMENT AND RELEASE** is made as of the \_\_\_\_\_ day of February, 2017 between Shared Inc. (the **Corporation**) and Shared Partnership (the **Partnership**) (collectively, the **Parties** and individually a **Party**).

**WHEREAS** on December 31, 2016, in connection with an Asset Transfer Agreement between the Parties, the Partnership had issued a ~~non-interest bearing~~ demand promissory note to the Corporation in the principal amount of CDN\$6,000,000 (the **Promissory Note**) as partial consideration for the Transferred Assets (as such term is defined in the Asset Transfer Agreement);

**AND WHEREAS** with effect on the date hereof, the Partnership repaid in full to the Corporation the amount owing under the Promissory Note;

**AND WHEREAS** the Parties wish to acknowledge the aforementioned payment;

**NOW THEREFORE**, in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Corporation acknowledges receipt of payment in full of the Promissory Note from the Partnership and confirms that the Partnership has satisfied its obligations to the Corporation and that the Promissory Note is hereby cancelled and of no further force or effect.
2. Each Party agrees to take or cause to be taken all necessary actions, steps and proceedings to terminate and cancel the Promissory Note and to extinguish and discharge any and all security related thereto.
3. Each Party hereby irrevocably and unconditionally releases and absolutely discharges the other Party from any and all claims which such releasing Party every had, now has or hereafter may have against the other Party in connection with the Promissory Note.
4. Each Party represents and warrants to the other Party that (i) it is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation; (ii) it has all requisite power and authority to execute and deliver this Acknowledgement of Note Repayment and Release, perform its obligations hereunder and consummate the transactions contemplated hereby; and (iii) it has taken all necessary actions to approve this Acknowledgement of Note Repayment and Release, the performance of its obligations hereunder and the consummation of any other transactions contemplated hereby.
5. Each Party shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as may be reasonably required in order fully to perform and carry out the terms of this Acknowledgement of Note Repayment and Release.
6. This Acknowledgement of Note Repayment and Release will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

*[Signature page follows]*

**IN WITNESS WHEREOF** the Parties have duly executed this Acknowledgement of Note Repayment and Release of the date first written above.

**SHARED INC.**

Per: \_\_\_\_\_  
Name: James M. Walker  
Title: President

**SHARED PARTNERSHIP**

Per: \_\_\_\_\_  
Name: James M. Walker  
Title: President of Shared Inc.

Per: \_\_\_\_\_  
Name: Jordan Nabigon  
Title: President of Nabigon Holdings Inc.