

RESOLUTIONS OF THE PARTNERS

OF

SHARED PARTNERSHIP

(the Partnership)

WHEREAS:

- (A) The Partnership was formed pursuant to a Partnership Agreement dated December 14, 2016 between Shared Inc. and Nabigon Holdings Inc. (collectively, the **Partners**), ~~as to be~~ amended and restated on ~~or about~~ February ~~10~~27, 2017 (the **Partnership Agreement**). Capitalized terms used but not otherwise defined herein have the meanings attributed thereto in the Partnership Agreement.
- (B) In connection with the formation of the Partnership, the following original contributions had been made by the Partners to the Partnership: (i) Shared Inc. had contributed the sum of \$70.00 (the **Original Shared Contribution**); and (ii) Nabigon Holdings Inc. had contributed the sum of \$30.00 (the **Original Nabigon Contribution** and together with the Original Shared Contribution, the **Original Contributions**).
- (C) With effect on December 31, 2016, Shared Inc. had transferred certain business assets to the Partnership (the **Transferred Assets**) pursuant to an Asset Transfer Agreement dated December 31, 2016 (the **Asset Transfer Agreement**) in consideration for the issuance of: (i) \$10,000,000 worth of Preferred Partnership Interest of the Partnership; (ii) \$14,000,000 worth of Common Partnership Interest of the Partnership; and (iii) a ~~non-interest bearing~~ demand promissory note in the amount of \$6,000,000 (the **Shared Note**). ~~[NTD: Shared Note to be confirmed]~~
- (C) As of the date hereof, Nabigon Holdings Inc. wishes to contribute the sum of \$6,000,000 to the Partnership in consideration for and to maintain its 30% Common Partnership Interest held in the Partnership (the **Nabigon Contribution**).
- (D) The Partnership intends to repay in full the Shared Note from the funds received in connection with the Nabigon Contribution.
- (E) Pursuant to the Original Contributions, the Transferred Assets by Shared Inc. and the Nabigon Contribution, the Partnership wishes to approve the forms of certificates for the Common Partnership Interest and the Preferred Partnership Interest of the Partnership (collectively, the **Partnership Interest Certificates**).

APPROVAL OF TRANSFERRED ASSETS BY SHARED INC.

RESOLVED THAT:

- 1 With effect on December 31, 2016, the transfer of the Transferred Assets from Shared Inc. to the Partnership be and is hereby ratified and approved, and in connection therewith:
- (a) the Asset Transfer Agreement and the Shared Note be and are hereby ratified and approved by the Partnership, and the execution and delivery by the Partners, on behalf of the Partnership, of the Asset Transfer Agreement and the Shared Note are hereby ratified and approved; and

(b) the matters provided for in the Asset Transfer Agreement and the performance by the Partnership of its obligations thereunder be and the same are hereby ratified and approved, including in particular and without limitation, the issuance and allocation of the following by the Partnership to Shared Inc. in consideration for the Transferred Assets:

- (i) \$10,000,000 worth of Preferred Partnership Interests of the Partnership, determined to be 100% of the Preferred Partnership Interest of the Partnership in accordance with the Partnership Agreement (the **Shared Preferred Partnership Interest**);
- (ii) \$14,000,000 worth of Common Partnership Interests of the Partnership, determined to be 70% of the Common Partnership Interest of the Partnership in accordance with the Partnership Agreement (the **Shared Common Partnership Interest**) when calculated together with the Original Shared Contribution; and
- (iii) the Shared Note (~~and~~ collectively with the Shared Preferred Partnership Interest and the Shared Common Partnership Interest, the **Shared Asset Considerations**).

2 The Transferred Assets of Shared Inc. so received by the Partnership in consideration for the issuance and allocation by the Partnership to Shared Inc. of the Shared Asset Considerations, are confirmed to be not less than the fair market value of the Shared Asset Considerations.

3 Any and all actions taken prior to this date by any of the Partners of the Partnership in connection with the negotiation of the Asset Transfer Agreement and any other supporting documents or agreements, are hereby ratified.

4 The Partnership be and is hereby authorized to make and jointly file with Shared Inc. an election under subsection 97(2) of the *Income Tax Act* (Canada) (the **Tax Act**), within the time and in the manner prescribed therefore by the Tax Act and the regulations made pursuant thereto in accordance with the terms of the Asset Transfer Agreement.

5 The Partnership be and is hereby authorized to make and jointly file with Shared Inc. an election under ~~Section~~ section 1567 of the *Excise Tax Act* (Canada) (the **ETA**), within the time and in the manner prescribed therefore by the ETA and the regulations made pursuant thereto in accordance with the terms of the Asset Transfer Agreement. ~~[NTD: to be confirmed]~~

APPROVAL OF NABIGON CONTRIBUTION

RESOLVED THAT:

1 The Nabigon Contribution to the Partnership with effect as of the date hereof in order to maintain its 30% Partnership Interest held in the Partnership ~~[pursuant to the Partnership Agreement]~~, when calculated together with the Original Nabigon Contribution, is hereby authorized and approved. ~~[NTD: to be confirmed]~~

2 The allocation by the Partnership of 30% Common Partnership Interest to Nabigon Holdings Inc. in consideration of the Nabigon Contribution and the Original Nabigon Contribution is hereby authorized and approved.

3 Any director or officer of each Partner of the Partnership, be and is hereby authorized and directed to execute and deliver, for and on behalf of the Partnership, any documents as shall appear necessary or desirable in order to carry out fully the preceding resolution and the obligations of the Partnership under the Partnership Agreement, and all documents and instruments delivered pursuant thereto.

APPROVAL OF REPAYMENT OF SHARED NOTE

RESOLVED THAT:

- 1 The repayment in full of the Shared Note by the Partnership to Shared Inc. with the funds received in connection with the Nabigon Contribution is hereby authorized and approved.
- 2 Any director or officer of each Partner of the Partnership, be and is hereby authorized and directed to execute and deliver, for and on behalf of the Partnership, any documents as shall appear necessary or desirable in order to carry out fully the preceding resolution and the obligations of the Partnership under the Partnership Agreement, and all documents and instruments delivered pursuant thereto

APPROVAL OF PARTNERSHIP INTEREST CERTIFICATES

RESOLVED THAT:

The Partnership Interest Certificates representing the aggregate Common Partnership Interest and the Preferred Partnership Interest of the Partnership, in the forms attached hereto as Schedules A and B, respectively, be and are hereby approved.

ISSUANCE OF PARTNERSHIP INTERESTS CERTIFICATES

RESOLVED THAT:

- 1 The issuance of the Partnership Interests Certificates representing the following aggregate Partnership Interests as allocated to the Partners of the Partnership in consideration of: (i) the ~~Original eContributions by the Partners pursuant to and in accordance with the terms and conditions of the Partnership Agreement;~~ (ii) the Transferred Assets of Shared Inc.; and (iii) the Nabigon Contribution, be and ~~is~~ are hereby authorized and approved:

Name of Partner	Number and Type of Partnership Interest	Contribution Price	Pursuant to
Shared Inc.	70% Common Partnership Interest	\$70	Original <u>Shared</u> Contribution
		\$14,000,000	Transferred Assets
	100% Preferred Partnership Interest	\$10,000,000	Transferred Assets
Nabigon Holdings Inc.	30% Common Partnership Interest	\$30	Original <u>Nabigon</u> Contribution
		\$6,000,000	Additional Nabigon Contribution

- 2 Any director or officer of each Partner of the Partnership, be and is hereby authorized and directed to execute and deliver, for and on behalf of the Partnership, the Partnership Interest Certificates as shall appear necessary or desirable in order to carry out fully the preceding resolutions and the obligations of the Partnership under the Partnership Agreement, and all documents and instruments delivered pursuant thereto.

THESE RESOLUTIONS may be signed in one or more counterparts and transmitted by electronic means. Each such counterpart is deemed to be an original and together they constitute one and the same set of resolutions.

[Signature page follows]

THE UNDERSIGNED, being all of the partners of the Partnership, hereby sign the foregoing resolutions in accordance with the provisions of the Amended and Restated Partnership Agreement entered into between Shared Inc. and Nabigon Holdings Inc.

DATED the _____ day of February, 2017.

SHARED INC.

By:

James Walker

NABIGON HOLDINGS INC.

By:

Jordan Nabigon

SCHEDULE A

FORM OF COMMON PARTNERSHIP INTEREST CERTIFICATE

CERTIFICATE NO. CPI-[Number]

COMMON PARTNERSHIP INTEREST CERTIFICATE

SHARED PARTNERSHIP

(a general partnership formed under the laws of the Province of Ontario)

THIS is to certify that _____ is the registered holder of _____ percent Common Partnership Interests in Shared Partnership (the **Partnership**).

The rights of a holder of a Common Partnership Interest are governed by the amended and restated partnership agreement dated February 12, 2017, as the same may be amended or supplemented from time to time (the **Partnership Agreement**), between Shared Inc. and Nabigon Holdings Inc. Capitalized terms used herein without definition have the meanings given to them in the Partnership Agreement.

The transfer of a Common Partnership Interest is subject to certain restrictions described in the Partnership Agreement and restrictions under applicable securities legislation.

This certificate is not valid unless signed on behalf of the Partnership by one duly authorized officer of Shared Inc. as a partner of the Partnership. Upon the dissolution of the Partnership and distribution to the holder hereof of the net proceeds and assets to which such holder is entitled pursuant to the Partnership Agreement, this Common Partnership Interest Certificate shall be null and void.

The Common Partnership Interests represented by this Certificate is a "security" for purposes of the *Securities Transfer Act, 2006* (Ontario) and other similar legislation of any other Canadian province or territory.

IN WITNESS WHEREOF, Shared Inc., on behalf of the Partnership, has caused this certificate to be signed by its duly authorized officer.

DATED this ____ day of _____, 2017.

SHARED PARTNERSHIP

Per:

Name: James M. Walker
Title: President of Shared Inc.

Per:

Name: Jordan Nabigon
Title: President of Nabigon Holdings Inc.

SCHEDULE B

FORM OF PREFERRED PARTNERSHIP INTEREST CERTIFICATE

CERTIFICATE NO. PPI-[Number]

PREFERRED PARTNERSHIP INTEREST CERTIFICATE

SHARED PARTNERSHIP

(a general partnership formed under the laws of the Province of Ontario)

THIS is to certify that _____ is the registered holder of _____ percent Preferred Partnership Interests in Shared Partnership (the **Partnership**).

The rights of a holder of a Preferred Partnership Interest are governed by the amended and restated partnership agreement dated February 12, 2017, as the same may be amended or supplemented from time to time (the **Partnership Agreement**), between Shared Inc. and Nabigon Holdings Inc. Capitalized terms used herein without definition have the meanings given to them in the Partnership Agreement.

The transfer of a Preferred Partnership Interest is subject to certain restrictions described in the Partnership Agreement and restrictions under applicable securities legislation.

This certificate is not valid unless signed on behalf of the Partnership by one duly authorized officer of Shared Inc. as a partner of the Partnership. Upon the dissolution of the Partnership and distribution to the holder hereof of the net proceeds and assets to which such holder is entitled pursuant to the Partnership Agreement, this Preferred Partnership Interest Certificate shall be null and void.

The Preferred Partnership Interests represented by this Certificate is a "security" for purposes of the *Securities Transfer Act, 2006* (Ontario) and other similar legislation of any other Canadian province or territory.

IN WITNESS WHEREOF, Shared Inc., on behalf of the Partnership, has caused this certificate to be signed by its duly authorized officer.

DATED this ____ day of _____, 2017.

SHARED PARTNERSHIP

Per:

Name: James M. Walker
Title: President of Shared Inc.

Per:

Name: Jordan Nabigon
Title: President of Nabigon Holdings Inc.

