

## PROMISSORY NOTE

**DATED: December 31, 2016**

**AMOUNT: CDN\$6,000,000**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHARED PARTNERSHIP, a general partnership formed under the laws of the Province of Ontario (the **Maker**), acknowledges itself indebted and unconditionally promises to pay, ON DEMAND to, or to the order of SHARED INC., a corporation incorporated under the laws of Canada (the **Holder**) the principal amount of Six Million (CDN\$6,000,000 ~~as provided herein without interest~~) Dollars in lawful money of Canada, together with all accrued and unpaid interest thereon.

~~The Maker hereby waives presentment, diligence, protest, notice of dishonour or notice of any kind of this promissory note.~~principal amount remaining from time to time unpaid and outstanding shall bear interest from this date both before and after demand at the rate of one (1%) per cent per annum, being the prescribed rate in effect on the date hereof under paragraph 4301(c) of the Regulations to the Income Tax Act (Canada). Until such time as demand has been made under this Note, interest shall be payable annually in arrears on the last day of each year until the principal amount has been paid in full.

The Maker has the right and privilege of prepaying the whole or any portion of the principal amount of this Note together with any accrued and unpaid interest therein at any time or times without notice, bonus or penalty.

To the fullest extent permitted by law, the Maker waives: (a) diligence, presentment, demand and protest, and notice of presentment, dishonour, intent to accelerate, acceleration, protest, non-payment, release, compromise, settlement, extension or renewal of this Note; and (b) the benefit of all applicable valuation, appraisal and exemption laws.

The Maker agrees that all amounts under this Note are payable without set-off, withholding, deduction, claim, counterclaim, defence or recoupment, all of which are hereby waived by the Maker.

Upon request of the Holder, the Maker shall, from time to time, execute and deliver acknowledgements of their liability and the continuing existence of the Holder's claims against the Maker pursuant to this Note. In addition, any limitation periods under the Limitations Act, 2002 (Ontario), as amended, applicable to this Note are excluded.

Time is of the essence with this Note.

This ~~promissory note~~Note is binding upon the Maker and its successors and assigns and enures to the benefit of the Holder and its successors and assigns. The Holder may at any time assign all or any of ~~his~~its rights and benefits hereunder and all references to the "Holder" are deemed to include a reference to ~~his~~all of its successors and assigns. The Maker may not assign any of its rights or obligations hereunder.

This ~~promissory note~~Note is governed by and is to be interpreted, construed 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 Maker has executed this Note as of the date first above written.

**SHARED PARTNERSHIP**

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

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