

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of August 12, 2020

AMONG:

David Brown, an individual of the [REDACTED] in the Province of Ontario (the "**Shareholder**")

- and -

102109637 Saskatchewan Ltd., a corporation existing under the laws of Saskatchewan (the "**Purchaser**")

- and -

Bridgeway National Corp., a corporation existing under the law of Delaware ("**Bridgeway**", and collectively with the Purchaser, the "**Purchaser Group**")

RECITALS:

WHEREAS, in connection with an arrangement agreement among Input Capital Corp., (the "**Company**" or "**Input**"), the Purchaser, and Bridgeway, dated August 12, 2020 (as may be amended, modified or supplemented from time to time in accordance with its terms, the "**Arrangement Agreement**"), the Purchaser Group proposes to acquire all of the issued and outstanding common shares (the "**Company Shares**") of the Company subject to the terms and conditions set forth in the Arrangement Agreement;

WHEREAS, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under Section 186.1 of *The Business Corporations Act* (Saskatchewan);

WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares listed on the Shareholder's signature page attached to this Agreement; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

“**affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “**control**” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement dated as of the date hereof between the Shareholder, on the one hand, and the Purchaser Group, on the other hand, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Arrangement**” has the meaning ascribed thereto in the recitals hereof;

“**Arrangement Agreement**” has the meaning ascribed thereto in the recitals hereof;

“**Company**” has the meaning ascribed thereto in the recitals hereof;

“**Company DSUs**” means deferred share units of the Company;

“**Company Options**” means options in respect of Company Shares;

“**Company Shares**” has the meaning ascribed thereto in the recitals hereof;

“**Expiry Time**” has the meaning ascribed thereto in Section 3.1(a);

“**Input**” has the meaning ascribed thereto in the recitals hereof;

“**Notice**” has the meaning ascribed thereto in Section 5.7;

“**Parties**” means the Shareholder, the Purchaser, and Bridgeway, and “**Party**” means any one of them;

“**Prohibited Matters**” has the meaning ascribed thereto in Section 3.1(a)(ii)

“**Purchaser**” has the meaning ascribed thereto in the preamble hereof;

“**Purchaser Group**” has the meaning ascribed thereto in the preamble hereof;

“**Shareholder**” has the meaning ascribed thereto in the preamble hereof;

“**Subject Shares**” means the Company Shares, Company Options, Company DSUs and other securities listed on the Shareholder’s signature page attached to this Agreement and

any Company Shares acquired by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“**subsidiary**” means, with respect to a person, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such person and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to a subsidiary;

“**Transfer**” has the meaning ascribed thereto in Section 3.1(a)(iv); and

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Regina Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Regina Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

1.6 Governing Law.

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser Group (and acknowledges that the Purchaser Group is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its incorporation.
- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other applicable laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) The Shareholder exercises control or direction over all of the Subject Shares set forth the Shareholder's signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.
- (d) As at the date hereof, the Shareholder is, and, subject to Section 3.1(a)(iv), immediately prior to the time at which the Subject Shares are acquired by the Purchaser Group under the Arrangement the Shareholder will be, the sole beneficial owner of the Subject Shares, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell and vote or direct the sale and voting of the Subject Shares.
- (f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto, except the Purchaser Group pursuant to this Agreement or the Arrangement Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by it of its obligations under this Agreement, other than those that are contemplated by the Arrangement Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's

securityholders or give consents or approvals of any kind, except this Agreement or as contemplated by the Arrangement Agreement.

- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any applicable law.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) that:

- (a) The Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other applicable laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; any judgment, decree, order or award of any Governmental Entity or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by the Purchaser of the Arrangement, other than those which are contemplated by the Arrangement Agreement.
- (d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or any of its respective properties that, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the Purchaser's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement or the Arrangement Agreement.

2.3 Representations and Warranties of Bridgeway.

Bridgeway represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) that:

- (e) Bridgeway is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Bridgeway and constitutes a legal, valid and binding agreement of Bridgeway enforceable against Bridgeway in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other applicable laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (f) None of the execution and delivery by Bridgeway of this Agreement or the compliance by Bridgeway with Bridgeway's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of Bridgeway; (ii) any contract to which Bridgeway is a party or by which Bridgeway is bound; any judgment, decree, order or award of any Governmental Entity or (iv) any applicable law.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by Bridgeway in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by Bridgeway of the Arrangement, other than those which are contemplated by the Arrangement Agreement.
- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of Bridgeway, threatened against or affecting Bridgeway or any of its respective properties that, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on Bridgeway's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement or the Arrangement Agreement.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser Group that, from the date hereof until the termination of this Agreement in accordance with Section 5.1, except as permitted by this Agreement:
 - (i) at any meeting of securityholders of the Company called to vote upon the Arrangement, the Arrangement Agreement or the transactions contemplated by the

Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement is sought, the Shareholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) in favour of the approval of the Arrangement and any other matter necessary for the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement;

- (ii) at any meeting of securityholders of the Company or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the securityholders of the Company is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement (the “**Prohibited Matters**”);
- (iii) the Shareholder shall revoke any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (iv) the Shareholder agrees not to directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Shares to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Shares, other than pursuant to this Agreement; provided however, this Section 3.1(a)(iv) shall not prohibit a Transfer of Subject Shares by the Shareholder to (A) any member of the Shareholder's immediate family, (B) to a trust for the benefit of the Shareholder or any member of the Shareholder's immediate family, (C) an affiliate of the Shareholder, or (D) a charitable organization; provided that, a Transfer referred to in this sentence shall be permitted only if, as a pre-condition to such transfer, the transferee shall have agreed in form and on terms satisfactory to the Purchaser Group, acting reasonably, to become bound by this Agreement in the same manner as the Shareholder;
- (v) the Shareholder shall as a holder of Subject Shares cooperate with the Company and the Purchaser Group to successfully complete the Arrangement and the other

transactions contemplated by the Arrangement Agreement and this Agreement and to oppose any of the Prohibited Matters;

- (vi) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, from the Arrangement or the transactions contemplated by the Arrangement Agreement that the Shareholder may have; and
 - (vii) without limiting the generality of Section 5.13, no later than ten (10) Business Days prior to the date of the Company Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular and with copies to the Purchaser and Bridgeway concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement; and (ii) with respect to any Subject Shares that are beneficially owned by the Shareholder but not registered in the name of the Shareholder, the Shareholder shall deliver a duly executed voting instruction form to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder's Subject Shares, with copies to the Purchaser and Bridgeway concurrently, instructing that the Shareholder's Subject Shares be voted at the Company Meeting in favour of the Arrangement. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser Group.
- (b) Until the Expiry Time, subject to Section 5.4 the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser Group's proposed purchase of the Company Shares as contemplated by the Arrangement;
 - (ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser Group's proposed purchase of the Company Shares as contemplated by the Arrangement;
 - (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Purchaser Group's proposed purchase of the Company Shares as contemplated by the Arrangement;
 - (iv) solicit, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

- (v) participate in any discussions or negotiations with any Person (other than the Purchaser Group) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding regarding any Acquisition Proposal; or
 - (vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder will, and will cause each of its affiliates and will instruct each of its representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser Group or affiliates thereof) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.
- (d) The Shareholder hereby consents to:
- (i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, the Purchaser or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.
- (e) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that their affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of the Purchaser Group.

3.2 Covenants of the Purchaser.

Subject to Section 5.1, the Purchaser Group will take all steps required of it under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4 FIDUCIARY OBLIGATIONS

- 4.1 Purchaser Group Acknowledgement.** The Purchaser Group hereby agrees and acknowledges that the Shareholder is bound hereunder solely in the Shareholder's capacity as a securityholder of the Company and that nothing contained in this Agreement shall:
- (a) restrict, limit or prohibit the Shareholder from exercising (in the Shareholder's capacity as a director or officer) the Shareholder's fiduciary duties to Company under applicable law; or
 - (b) require the Shareholder, in the Shareholder capacity as an officer of Company, if applicable, to take any action in contravention or, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties and in accordance with the Arrangement Agreement.
- 4.2 Shareholder Acknowledgement.** The Shareholder acknowledges that the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors.

ARTICLE 5 GENERAL

5.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser Group;
- (b) written notice by the Shareholder to the Purchaser Group if without the prior written consent of the Shareholder, there is any decrease in the aggregate amount of Consideration provided that the same has not been cured by the Purchaser Group within ten (10) Business Days of the date such notice was received by the Purchaser Group;
- (c) the date, if any, that the Arrangement Agreement is terminated in accordance with its terms;
- (d) the completion of the Arrangement.

5.2 Time of the Essence.

Time is of the essence in this Agreement.

5.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 5.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor

anything contained in Section 5.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

5.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

5.5 Capacity and Fiduciary Duty.

The Purchaser agrees and acknowledges that the Shareholder is bound hereunder solely in his or her capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholder in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly fulfilling his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging, in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries, in discussion or negotiations with a person in response to any bona fide Acquisition Proposal or Superior Proposal in accordance with the terms of the Arrangement Agreement.

5.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

5.7 Waiver; Amendment.

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right

will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

5.8 Entire Agreement.

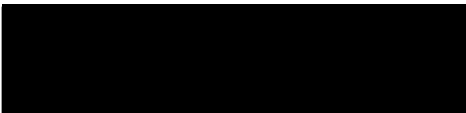
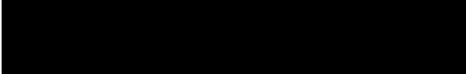
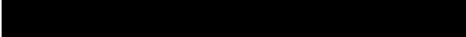
This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

5.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a “**Notice**”) (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser Group at:

Bridgeway National Corp.
1015 15th Street NW
Suite 1030
Washington, D.C. 20005

Attention: Eric Blue
Telephone: 
Facsimile: 
Email: 

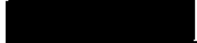
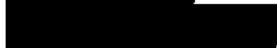
with a copy (which shall not constitute notice) to:

Wildeboer Dellelce LLP
Suite 800, Wildeboer Dellelce LLP
365 Bay Street
Toronto, ON M5H 2V1

Attention: Jeff Hergott
Telephone: 416.361.4783
Facsimile: 416.361.1790
Email: jhergott@wildlaw.ca

(b) to Shareholder at:



Attention: David Brown
Telephone: 
Email: 

with a copy (which shall not constitute notice) to:

McKercher LLP
800 -1801 Hamilton Street
Regina, SK S4P 4B4

Attention: Patricia J. F. Warsaba, Q.C.
Telephone: 306.565.6509
Facsimile: 306.565.6565
Email: p.warsaba@mckercher.ca

- (c) to the Shareholder, at the address set out in the Shareholder's signature page attached to this Agreement.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

5.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party hereto (which consent will not be unreasonably withheld, conditioned or delayed), provided that the Purchaser Group may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, the Purchaser Group shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

5.12 Independent Legal Advice.

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

5.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

5.14 Expenses

Each of the Parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and of Canada applicable therein.

5.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

102109637 SASKATCHEWAN LTD.

Per: _____

Authorized Signing Officer
I have authority to bind the company.

BRIDGEWAY NATIONAL CORP.

Per: _____

Authorized Signing Officer
I have authority to bind the company.

This is the signature page of the undersigned securityholder to the Voting Support Agreement in respect of an Arrangement Agreement and Plan of Arrangement involving Input Capital Corp.

DAVID BROWN

(Signature of Securityholder)

David Brown, Director

Address:

Telephone:

Email:

Residency: Canadian

Subject Shares	Number of Securities (as of the date hereof)
Company Shares:	170,000
Company Options:	0
Company DSUs	373,576