



INPUT CAPITAL
THE AGRICULTURE STREAMING COMPANY

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

to be held at 10:00 a.m. on September 23, 2020

and

MANAGEMENT INFORMATION CIRCULAR

**with respect to an arrangement involving
Input Capital Corp., 102109637 Saskatchewan Ltd. and Bridgeway National Corp.**

August 25, 2020

These materials are important and require your immediate attention. They require Input Shareholders to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, tax or other professional advisors.

The Board of Directors of Input unanimously recommends that Input Shareholders vote FOR the special resolution in respect of the Arrangement.

August 25, 2020

Dear Input Shareholders:

Input is holding a special meeting of the holders (“**Input Shareholders**”) of common shares (“**Input Shares**”) of Input Capital Corp. (“**Input**” or the “**Company**”) to be held on Wednesday, September 23, 2020 at 10:00 a.m. (Regina time) at the McKercher LLP Regina Office, being located at 800 – 1801 Hamilton Street, Regina, SK (the “**Input Meeting**”).

At the Input Meeting, the Input Shareholders will be asked to consider and vote upon a proposed statutory plan of arrangement (the “**Arrangement**”). The Arrangement will be effected pursuant to section 186.1 of *The Business Corporations Act* (Saskatchewan) (the “**BCA**”) and an arrangement agreement dated August 12, 2020 (the “**Arrangement Agreement**”) between Input, 102109637 Saskatchewan Ltd. and Bridgeway National Corp. (together “**Bridgeway**”). Under the Arrangement, Input Shareholders (other than those validly exercising dissent rights) will receive \$1.75 in cash in exchange for each Input Share held (the “**Consideration**”). In addition, pursuant to the Arrangement, all holders of outstanding options to purchase Input Shares (“**Input Options**”) which have an exercise price that is below the Consideration will be entitled to receive the “in-the-money” value of such Input Options, less applicable withholdings.

The board of directors of Input (the “**Input Board**”) has received details of, considered and evaluated the Arrangement. After thorough internal consultation and consultation with external advisors, the Input Board has unanimously determined that the Consideration is fair, from a financial point of view, to the Input Shareholders and that the Arrangement is in the best interests of Input and the Input Shareholders, and unanimously recommends that Input Shareholders vote FOR the Arrangement.

Further details on how the Input Board made the determination set out above are set out in the attached management information circular (the “**Circular**”).

Each of the directors and officers of Input holding in aggregate of approximately 32% of the outstanding Input Shares, have entered into voting agreements whereby, subject to the terms of such voting agreements, they have committed to vote FOR the Arrangement. In addition, all of the holders of Input Options have entered into such voting agreements pursuant to which they have agreed, subject to the terms thereof, to, among things, vote any Input Shares which are under option pursuant to such Input Options in favour of the Arrangement if such Input Options are exercised prior to the Input Meeting.

The Circular, together with the accompanying notice of meeting (the “**Notice of Meeting**”), contain a detailed description of the Arrangement and set forth the actions to be taken by you at the Input Meeting. You should carefully consider all of the information in the Notice of Meeting and Circular and consult your financial, legal, tax or other professional advisors if you require assistance.

In connection with the Arrangement, you are being asked to take 2 actions.

1. Vote Your Input Shares. We encourage you to vote your Input Shares at the Input Meeting. Regardless of the number of Input Shares you hold, your vote is important.
 - a. Registered Input Shareholders. If you are a registered Input Shareholder, you can vote your Input Shares at the Input Meeting by either:
 - i. attending the Input Meeting and voting in person, subject to the special protocols in place due to the current COVID-19 pandemic, or
 - ii. by duly completing, signing and dating the enclosed form of proxy and (A) returning it to TSX Trust Company by mail to Attn: Proxy Dept, 301 – 100 Adelaide Street West Toronto, Ontario, M5H 4H1 by no later than 5:00 p.m. (Toronto time) on September 21, 2020 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Input Meeting is adjourned or postponed), or (B) by otherwise

carefully and strictly following the instructions on the enclosed form of proxy.

- b. Non-Registered (Beneficial) Input Shareholders. If you hold Input Shares through a broker, financial institution, participant, trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing (an “**Intermediary**”), you are a “beneficial” Input Shareholder, and you should follow the instructions provided to you by your Intermediary to ensure your vote is counted at the Input Meeting.
2. Submit Letter of Transmittal. This Letter, Notice and Circular is accompanied by a letter of transmittal (“**Letter of Transmittal**”) for Input Shareholders Letter of Transmittal is printed on plain paper. If the Arrangement is completed, you will need to deliver your properly completed and executed Letter of Transmittal and your original Input Shares certificate to Input’s depository before you can receive the Consideration. Therefore, we encourage you to submit the Letter of Transmittal and original Input Share certificate. If you are a registered Input Shareholder, the Letter of Transmittal should be completed by you. If you are a beneficial Input Shareholder, you will receive these materials through your broker or through another Intermediary and you must ensure that your Intermediary completes the necessary transmittal documents to ensure that you receive payment for your Input Shares.

For the Arrangement to be approved, a special resolution of Input Shareholders must be approved by not less than 66²/₃% of the votes cast by Input Shareholders represented in person or by proxy at the Input Meeting. Completion of the Arrangement is also subject to court approval and the satisfaction of certain other closing conditions set out in the Arrangement Agreement. Assuming that the Arrangement receives Input Shareholder approval and court approval of the Saskatchewan Court of Queen’s Bench, and that all other closing conditions are satisfied, it is anticipated that the Arrangement will be completed on or about October 1, 2020.

Input intends to hold the Input Meeting in person. However, in view of the current COVID-19 pandemic, access to the Input Meeting will, subject to Input’s by-laws, be limited to essential personnel and registered Input Shareholders and proxyholders entitled to attend and vote at the Input Meeting. Input requests that Input Shareholders firstly consider voting by returning duly completed proxy or following the instructions provided to you by your Intermediary to ensure your vote is counted at the Input Meeting, and only attend if you are essential and it is necessary to do so. In considering whether to attend the Input Meeting in person, it is recommended that Input Shareholders follow the instructions of the Public Health Agency of Canada (PHAC) (www.canada.ca/en/public-health.html) and the Government of Saskatchewan and the Saskatchewan Public Safety Agency (<https://www.saskatchewan.ca/government/health-care-administration-and-provider-resources/treatment-procedures-and-guidelines/emerging-public-health-issues/2019-novel-coronavirus>).

On behalf of Input, I would like to thank all Input Shareholders for their support.

Yours truly,

(signed) “Doug Emsley”

Doug Emsley
CEO, President and Chairman of the Board of Directors

INPUT CAPITAL CORP.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting of the holders (“**Input Shareholders**”) of common shares (“**Input Shares**”) of Input Capital Corp. (“**Input**” or the “**Company**”) will be held on Wednesday, September 23, 2020 at 10:00 a.m. (Regina time) at the McKercher LLP Regina Office, being located at 800 – 1801 Hamilton Street, Regina, SK (the “**Input Meeting**”) for the following purposes:

1. to consider, pursuant to an interim order of the Saskatchewan Court of Queen’s Bench (the “**Court**”) dated August 25, 2020 as the same may be amended (the “**Interim Order**”), and if thought appropriate, to pass a special resolution (the “**Arrangement Resolution**”) approving an arrangement involving Input, 102109637 Saskatchewan Ltd. and Bridgeway National Corp. (the “**Arrangement**”) under section 186.1 of *The Business Corporations Act* (Saskatchewan) (the “**BCA**”) (the full text of which is set forth in Appendix B to the accompanying management information circular (the “**Circular**”)); and
2. to transact such further or other business as may properly come before the Input Meeting or any postponement or adjournment thereof.

The specific details of the matters proposed to be put before the Input Meeting are set forth in the Circular, which accompanies and forms part of this Notice of Annual and Special Meeting of Shareholders.

Only Input Shareholders of record at the close of business on August 24, 2020 (the “**Record Date**”) are entitled to receive notice of the Input Meeting and to vote at the Input Meeting.

Registered Input Shareholders. If you are a registered Input Shareholder, you can vote your Input Shares at the Input Meeting by either:

1. attending the Input Meeting and voting in person, subject to the special protocols in place due to the current COVID-19 pandemic, or
2. by duly completing, signing and dating the enclosed form of proxy and (A) returning it to TSX Trust Company by mail to TSX Trust Company by mail to Attn: Proxy Dept, 301 – 100 Adelaide Street West Toronto, Ontario, M5H 4H1 by no later than 5:00 p.m. (Toronto time) on September 21, 2020 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Input Meeting is adjourned or postponed), or (B) by otherwise carefully and strictly following the instructions on the enclosed form of proxy.

Non-Registered (Beneficial) Input Shareholders. If you hold Input Shares through a broker, financial institution, participant, trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing (an “**Intermediary**”), you are a “beneficial” Input Shareholder, and you should follow the instructions provided to you by your Intermediary to ensure your vote is counted at the Input Meeting.

Pursuant to the Interim Order and the BCA, Input Shareholders have the right to dissent in respect of the Arrangement Resolution. The dissent rights are described in the Circular. Failure to strictly comply with the dissent procedures set out in the Interim Order and the BCA, and summarized in the Circular, may result in the loss or unavailability of any right to dissent.

DATED at Regina, Saskatchewan, this 25th day of August, 2020.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) “Doug Emsley”

Doug Emsley
CEO, President and Chairman of the Board of Directors

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MANAGEMENT INFORMATION CIRCULAR

This management information circular (this “Circular”) is furnished in connection with the solicitation by the management of Input Capital Corp. (“Input”) of proxies to be used at the special meeting of the holders (“Input Shareholders”) of common shares (“Input Shares”) of Input to be held at 10:00 a.m. (Regina time) on September 23, 2020 at the McKercher LLP Regina Office, being located at 800 – 1801 Hamilton Street, Regina, SK (the “Input Meeting”) and at all adjournments of the Input Meeting, for the purposes set out in the notice of the Input Meeting that is attached to this Circular (the “Notice of Meeting”).

Glossary of Terms

Certain terms used in this Circular have the meanings set forth in the Glossary attached hereto as Appendix A, unless such terms are defined elsewhere in this Circular.

Information in this Circular

The information contained in this Circular is given as at August 25, 2020, except where otherwise noted and except that information in documents incorporated by reference is given as of the dates noted therein. No person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular. Any such information or representation, if given or made, should be considered not to have been authorized.

This Circular does not constitute the solicitation of an offer to purchase or the making of an offer to sell any securities, nor does it constitute the solicitation of a proxy, by any person in any jurisdiction in which such solicitation or offer is not authorized or in which the person making such solicitation or offer is not qualified to do so or to any person to whom it is unlawful to make such solicitation or offer.

Information contained in this Circular should not be construed as legal, tax or financial advice and Input Shareholders are urged to consult their own professional advisors in respect of the consequences of the Arrangement.

Descriptions in this Circular of the terms of the Arrangement Agreement, the Plan of Arrangement or the Interim Order are summaries of the terms of those documents. **Input Shareholders should refer to the text of each of these documents which are available on SEDAR at www.sedar.com. Additionally, the full text of the Plan of Arrangement is attached as Appendix C to this Circular and the Interim Order is attached as Appendix E to this Circular.**

Forward-Looking Information

This Circular contains certain statements that may constitute forward-looking information under applicable Securities Laws. All statements, other than those of historical fact, which address activities, events, outcomes, results, developments, performance or achievements that Input anticipates or expects may or will occur in the future (in whole or in part) should be considered forward-looking information. Such information may involve, but is not limited to, comments with respect to strategies, expectations, planned operations and future actions of Input. Often, but not always, forward-looking information can be identified by the use of words such as “plans”, “expects”, “is expected”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates”, or “believes” or variations (including negative variations) of such words and phrases, or statements formed in the future tense or indicating that certain actions, events or results “may”, “could”, “would”, “might” or “will” (or other variations of the forgoing) be taken, occur, be achieved, or come to pass. Forward-looking information is based on currently available competitive, financial and economic data and operating plans, strategies or beliefs as of the date of this Circular, but involve known and unknown risks, uncertainties, assumptions and other factors that may cause the actual results, performance or achievements of Input to be materially different from any future results, performance or achievements expressed or implied by the forward-looking information. Such factors may be based on information currently available to Input including information obtained from third-party industry analysts and other third party sources, and are based on Input Management’s current expectations or beliefs regarding future growth, results of operations, future capital (including the amount, nature and sources of funding thereof) and expenditures. Any and all forward-looking information

contained in this Circular is expressly qualified by this cautionary statement. Readers should not place undue reliance on forward-looking information.

Material factors or assumptions that could affect the forward-looking information in this Circular include, but are not limited to: failure to satisfy the conditions to completion of the Arrangement, including Input Shareholder Approval or court approval; the occurrence of any event, change or other circumstance that could give rise to the termination of the Arrangement Agreement; and retention of employees, customers and other personnel being adversely affected by uncertainty surrounding the Arrangement.

This Circular may also contain statistical data, estimates and forecasts that may be based on independent industry publications or other publicly available information, while other information is based on Input's internal sources. Although Input believes that these third-party sources referred to in this Circular are reliable, Input has not independently verified the information provided by these third parties. While Input is not aware of any misstatements regarding any third-party information presented in this Circular, their estimates, in particular, as they relate to projections, involve numerous assumptions, are subject to risks and uncertainties, and are subject to change based on various factors, including those discussed under "*Risk Factors*".

Input Shareholders Resident in the United States

Input exists under the laws of Saskatchewan. This Circular and the documents of Input incorporated by reference herein have been prepared in accordance with the requirements of Saskatchewan corporate laws and Securities Laws, which may differ from the requirements of applicable laws of the United States.

Financial statements included or incorporated by reference in this Circular have been prepared in accordance with IFRS in Canada and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable in all respects to financial statements of companies in the United States whose financial statements are prepared in accordance with GAAP in the United States.

Input Shareholders should be aware that the exchange of Input Shares for the Consideration as contemplated by the Arrangement may have tax consequences in the United States. This Circular does not address tax considerations of the Arrangement other than Canadian federal income tax considerations to Input Shareholders. All Input Shareholders should seek their own tax advice with respect to the tax consequences to them of the transactions contemplated in the Arrangement.

The enforcement by investors of civil liabilities under applicable laws of the United States may be affected adversely by the fact that Input is existing under the laws of a foreign country, that some or all of its officers and directors and the experts named herein may be residents of a foreign country, and that all or a substantial portion of the assets of Input may be located outside the United States.

The Arrangement has not been approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed on the fairness or merits of the Arrangement or the adequacy or accuracy of this Circular. Any representation to the contrary is a criminal offence.

The solicitation of proxies made in connection with this Circular is being effected in accordance with Saskatchewan corporate laws and Securities Laws. Input Shareholders in the United States should be aware that such disclosure requirements may be different from those under applicable laws of the United States. **Input security-holders who are resident in, or citizens of, the United States are advised to consult their tax advisors regarding the U.S. tax consequences to them of the transactions to be effected in connection with the Arrangement, in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local or other taxing jurisdiction.**

Currency

All dollar amounts set forth in this Circular are in Canadian dollars, except where otherwise indicated.

SUMMARY

The following is a summary of certain information contained in this Circular, including its appendices. This summary is not intended to be complete and is qualified in its entirety by the more detailed information contained elsewhere in this Circular, including its appendices. Input Shareholders are urged to read this Circular and its appendices carefully and in their entirety.

The Input Meeting

Meeting and Record Date

The Input Meeting will be held Wednesday, September 23, 2020 at 10:00 a.m. (Regina time) at the McKercher LLP Regina Office, being located at 800 – 1801 Hamilton Street, Regina, SK. See “*Information Concerning the Input Meeting*”. The Input Board has fixed August 24, 2020 as the record date for determining the Input Shareholders who are entitled to receive notice of and vote at the Input Meeting.

Purpose of the Input Meeting

At the Input Meeting, Input Shareholders will be asked to consider and, if thought appropriate, pass the Arrangement Resolution, a copy of which is attached as Appendix B to this Circular. See “*The Arrangement – Required Approvals*” for a discussion of the shareholder approval requirements to effect the Arrangement.

Voting at the Input Meeting

This Circular is being sent to all Input Shareholders. Only registered Input Shareholders as at the Record Date or the persons they appoint as their proxyholders are permitted to vote at the Input Meeting. Beneficial Input Shareholders should follow the instructions on the forms they receive from their Intermediaries so their Input Shares can be voted by the entity that is the registered Input Shareholder for their Input Shares. No other holders of securities of Input are entitled to vote at the Input Meeting.

Input intends to hold the Input Meeting in person. However, in view of the current COVID-19 pandemic, access to the Input Meeting will, subject to Input’s by-laws, be limited to essential personnel and registered Input Shareholders and proxyholders entitled to attend and vote at the Input Meeting. Input requests that Input Shareholders firstly consider voting by returning a duly completed proxy or following the instructions provided to you by your Intermediary to ensure your vote is counted at the Input Meeting, and only attend if you are essential and it is necessary to do so. In considering whether to attend the Input Meeting in person, it is recommended that Input Shareholders follow the instructions of the Public Health Agency of Canada (PHAC) (www.canada.ca/en/public-health.html) and the Government of Saskatchewan and the Saskatchewan Public Safety Agency (<https://www.saskatchewan.ca/government/health-care-administration-and-provider-resources/treatment-procedures-and-guidelines/emerging-public-health-issues/2019-novel-coronavirus>).

If you plan on attending the Input Meeting, you are required to pre-register by calling McKercher LLP at 306-565-6500. Due to COVID-19 and required public health and safety measures, failure to pre-register may prevent you from attending the meeting; however, every effort will be made to ensure your vote is counted.

See “*Information Concerning the Input Meeting*”.

Summary of the Arrangement

On August 12, 2020, Input and Bridgeway entered into the Arrangement Agreement providing for the proposed implementation of the Plan of Arrangement and the terms and conditions thereof. A copy of the Arrangement Agreement is available on SEDAR at www.sedar.com and the full text of the Plan of Arrangement is attached as Appendix C to this Circular. The description in this Circular of the Arrangement and the Arrangement Agreement is a summary only and is qualified in its entirety by reference to the text of the Arrangement Agreement and the Plan of Arrangement.

In the Arrangement Agreement, Input and Bridgeway agreed to pursue an arrangement under Section 186.1 of the BCA pursuant to which, at the Effective Time, all of the issued and outstanding Input Shares shall be transferred to Bridgeway and each Input Shareholder (other than a Dissenter) shall be entitled to receive in exchange therefor \$1.75 in cash, net of applicable withholdings, for each Input Share held at the Effective Time.

See “*The Arrangement – Arrangement Steps*” in this Circular.

Background to the Arrangement

See “*The Arrangement – Background to the Arrangement*” for a description of the background to the Arrangement.

Recommendation of the Input Board of Directors

Following careful consideration, completing its financial review and receiving legal advice and such other advice it considered relevant and necessary, the Input Board unanimously determined that the Consideration under the Arrangement is fair, from a financial point of view, to Input Shareholders and that the Arrangement is in the best interests of Input and its security-holders (considering the interests of all affected stakeholders). **Accordingly, the Input Board unanimously recommends that Input Shareholders vote FOR the Arrangement Resolution** See “*The Arrangement – Recommendation of the Input Board*”.

Reasons for the Arrangement

In the course of their evaluation of the Arrangement, the Input Board consulted with Input Management and legal counsel and considered a number of factors, including, among others, the following:

- **Premium to Input Shareholders.** The Consideration being offered to Input Shareholders under the Arrangement represents a significant premium to the value of Input based on recent trading prices of the Input Shares on the TSXV. The Consideration of \$1.75 per Input Share represents a 103% premium to Input’s closing price on the TSXV on August 12, 2020 (the last full trading day prior to announcement of the Arrangement) and a 140% premium to the 90-day volume-weighted average trading price of Input Shares on the TSXV as of that date. Additionally, the Consideration represents a 31% premium to Input’s book value per Input Share calculated as at June 30, 2020 being the most recently completed interim period prior to announcement of the Arrangement. See “*The Arrangement – Reasons for the Arrangement*”.
- **Immediate Value and Liquidity.** The Arrangement provides Input Shareholders with cash consideration for all Input Shares held, providing certainty of value and immediate liquidity to Input Shareholders, and removes any risks associated with continued ownership of Input Shares. Input Shareholders will be able to immediately realize benefits from Input’s business plans and the Input Board believes that the Arrangement provides the appropriate value for the current and future prospects of Input.
- **Compelling Value Relative to Alternatives.** On February 27, 2019, Input announced that it initiated a Strategic Alternatives Review to enhance shareholder value. This Strategic Alternatives Review was conducted with the assistance of financial and legal advisors and considered the full range of potential strategic alternatives, including, but not limited to business combinations, scalable mortgage debt financing, acquisitions, joint ventures, moving into emerging crops such as cannabis or hemp, a go-private transaction, and the potential sale of the company. Input engaged GMP Securities L.P. (now Stifel GMP) and Cormark Securities Inc. as financial advisors to assist in the review. The value offered to Input Shareholders under the Arrangement is attractive relative to the value that might be realized for Input Shareholders through other alternatives considered to be reasonably available to Input, including alternatives determined by the strategic alternatives review process or pursuing Input’s current business plan.

- Process. Before agreeing to the Arrangement Agreement, the Input Board, with the assistance of external advisors, conducted a thorough financial review and strategic planning process to evaluate strategic alternatives for Input. The process to market Input included extensive contacts and discussions with other qualified and potentially interested third parties. See “*The Arrangement – Background to the Arrangement*”.
- Input Voting Agreements. Each of the directors and officers and certain other Input Shareholders, holding in aggregate approximately 32% of the Input Shares (on an undiluted basis), have entered into the Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among other things, vote FOR the Arrangement Resolution.
- The Terms of the Arrangement Agreement. Under the Arrangement Agreement, the Input Board remains able to respond, in accordance with its fiduciary duties, to unsolicited inquiries, proposals or offers that constitute or could reasonably be expected to constitute or lead to a Superior Proposal, and the Company Termination Fee payable to Bridgeway in connection with a termination of the Arrangement Agreement is reasonable in the circumstances and not preclusive of other offers.
- Treatment of Options. All Input Options, whether vested or unvested, shall be cancelled in exchange for a cash payment (net of withholdings and other source deductions) from Bridgeway equal to the amount by which the Consideration exceeds the exercise price payable under such Input Option by the holder thereof and the holder of such Input Option shall cease to be the holder of such Input Option. In addition, all of the holders of Input Options have entered into Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among things, vote any Input Shares which are under option pursuant to such Input Options FOR the Arrangement Resolution if such Input Options are exercised prior to the Input Meeting.
- Input Shareholder Approval and Court Approval. The Input Board considered the following rights and approvals which protect Input Shareholders:
 - the Arrangement Resolution must be approved by not less than 66²/₃% of the votes cast at the Input Meeting by Input Shareholders in person or by proxy;
 - the Arrangement does not require minority approval under MI 61-101 because its terms do not create a conflict of interest requiring minority approval;
 - the Arrangement must be approved by the Court, which will consider, among other things, the fairness of the Arrangement to Input Shareholders; and
 - Input Shareholders have been provided with the right to exercise Dissent Rights.
- Limited Number of Conditions and No Financing Condition. Bridgeway’s obligation to complete the Arrangement is subject to a number of conditions that the Input Board believes are reasonable in the circumstances. The completion of the Arrangement is not subject to any financing condition, which provides additional certainty to Input Shareholders that the Arrangement will be completed.

See also “*The Arrangement – Reasons for the Arrangement*”.

Fairness of the Arrangement

Following careful consideration, completing its financial review and receiving legal advice and such other advice it considered relevant and necessary, the Input Board unanimously determined that the Consideration under the Arrangement is fair, from a financial point of view, to Input Shareholders and that the Arrangement is in the best interests of Input and its security-holders (considering the interests of all affected stakeholders).

In coming to its determination, the Input Board considered (among other factors) (i) the historical trading price of the Input Shares, (ii) the book value of Input Shares as at the last completed interim period, (iii) the then-current trading price trend of the Input Shares of between \$0.45 and \$0.80 per share, (iv) the Strategic Alternatives Review and the Input Board's resulting decision to maximize shareholder value and postpone further capital deployment, (v) the strategic options and business expectations for Input going forward, and (vi) the results of the 2019 SIB and 2020 SIB, and Input's future ability to implement transactions which return capital to shareholders.

See "*The Arrangement – Background to the Arrangement*". See also "*The Arrangement – Reasons for the Arrangement*".

Particulars of the Arrangement

Input Shareholders (other than Input Shareholders who validly exercise Dissent Rights) will ultimately receive, in exchange for each Input Share, the Consideration as set out in the Plan of Arrangement. Under the Plan of Arrangement, each issued Input Share (other than any Input Share in respect of which an Input Shareholder has validly exercised Dissent Rights) will be transferred to, and acquired by, Bridgeway without any act or formality on the part of the holder of such Input Share or Bridgeway, free and clear of all liens, claims and encumbrances, in exchange for the Consideration.

The Input Shares held by Dissenters in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred, without any further act or formality, to Bridgeway (free and clear of all liens) and such Dissenters shall cease to have any rights as holders of such Input Shares other than the right to be paid fair value for such Input Shares pursuant to their Dissent Rights as set out in Appendix D to this Circular.

Additionally, each In-The-Money Input Option shall be exercisable for the number of Input Shares which may be purchased upon the exercise of the previously unexercised portion of the In-The-Money Input Option. Immediately following the Effective Time, each In-The-Money Input Option that is outstanding and has not been duly exercised prior to the Effective Time, without any further action by or on behalf of any holder of an In-The-Money Input Option and without any payment, and subject to (for greater certainty) applicable withholdings and other source deductions in accordance with the Arrangement Agreement, shall be cancelled in consideration for a cash payment by Input equal to the product of (i) the Consideration less the exercise price per Input Share of such In-The-Money Input Option; and (ii) the number of Input Shares underlying each such In-The-Money Input Option.

The Arrangement Resolution must be approved by not less than 66²/₃% of the votes validly cast by Input Shareholders who vote in respect of the Arrangement Resolution in person or by proxy at the Input Meeting. The Arrangement does not require minority approval under MI 61-101. See "*The Arrangement – Required Approvals*".

The Arrangement also requires the approval of the Court. Input will, as soon as practicable after approval of the Arrangement Resolution by Input Shareholders, petition the Court to obtain the Final Order approving the Arrangement.

Finally, completion of the Arrangement is subject to the other terms and conditions specified in the Arrangement Agreement. See "*Arrangement Agreement*".

Exchange of Input Shares for the Consideration

From and after the Effective Time, certificates formerly representing Input Shares (other than Input Shares held by Dissenters) will only represent the right to receive the Consideration pursuant to the Arrangement.

Registered Input Shareholders

In order for a registered Input Shareholder to receive the Consideration owing under the Arrangement, the enclosed Letter of Transmittal must be completed and returned together with the original certificate or certificates representing the Input Shares of such registered Input Shareholder and such other instruments, documents and

payments as may be reasonably required to the Depository at the office specified in the Letter of Transmittal. As soon as reasonably practicable after completion of the Arrangement and receipt by the Depository of the applicable Letter of Transmittal and all related materials from a registered Input Shareholder, the Depository will issue a cheque representing the aggregate Consideration that such registered Input Shareholder is entitled to receive under the Arrangement.

Beneficial Input Shareholders

A beneficial Input Shareholder must contact the Intermediary who holds Input Shares on behalf of such beneficial Input Shareholder for instructions and assistance in exchanging the Input Shares of such beneficial Input Shareholder for the Consideration to which such beneficial Input Shareholder is entitled pursuant to the Arrangement.

Lost Certificates

In the event that any original certificates which immediately prior to the Effective Time represented one or more Input Shares which were exchanged for Consideration have been lost, stolen or destroyed, the Letter of Transmittal should be completed as fully as possible and forwarded together, together with an affidavit declaring and claiming such certificate to be lost, stolen or destroyed, to the Depository. The Depository will respond with the replacement requirements (which may include a bonding requirement) that must be properly completed and returned prior to the Depository delivering in exchange for such lost, stolen or destroyed certificate, the Consideration which such Input Shareholder is entitled to receive in accordance with the Plan of Arrangement. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Input Shareholder to whom cash is to be delivered shall, as a condition precedent to the delivery of such consideration, give assurance satisfactory to Bridgeway, Input and the Depository in such amount as Bridgeway, Input and the Depository may direct, or otherwise indemnify Bridgeway, Input and the Depository in a manner satisfactory to Bridgeway, Input and the Depository, against any claim that may be made against Bridgeway, Input or the Depository with respect to the original certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by Input's by-laws and applicable laws.

Cancellation of Rights

Any original certificate which immediately before the Effective Date represented Input Shares and which has not been duly surrendered, with all other documents required by the Depository, on or before the sixth anniversary of the Effective Date, will cease to represent any right or claim of any kind or nature and will be deemed to have been donated, surrendered and forfeited to Bridgeway for no Consideration.

See "*Arrangement Mechanics*".

Termination Fee

The Arrangement Agreement requires that Input pay the Company Termination Fee in certain circumstances. See "*Arrangement Agreement – Expenses and Termination Fee*".

Agreements related to the Arrangement

Arrangement Agreement

On August 12, 2020, Input and Bridgeway entered into the Arrangement Agreement pursuant to which the parties agreed, subject to certain terms and conditions, to complete the Arrangement. This Circular contains a summary of certain provisions of the Arrangement Agreement, which summary is qualified in its entirety by the text of the Arrangement Agreement, a copy of which is available on SEDAR at www.sedar.com. See "*Arrangement Agreement*".

Input Voting Agreements

Each member of the Insider Group, holding in aggregate approximately 32% of the outstanding Input Shares, have entered into the Input Voting Agreements whereby, subject to the terms of such Input Voting Agreements, they have committed to vote in favor of the Arrangement Resolution. In addition, all of the holders of Input Options have entered into Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among other things, vote any Input Shares which are under option pursuant to such Input Options in favour of the Arrangement Resolution if such Input Options are exercised prior to the Input Meeting. The obligations imposed under the Input Voting Agreements automatically terminate if the Arrangement Agreement is terminated in accordance with its terms, including if Input terminates the Arrangement Agreement to enter into a Superior Proposal. See “*The Arrangement – Required Approvals – Input Voting Agreements*” for additional information.

Parties to the Arrangement

Input Capital Corp.

Input is an agriculture commodity streaming company with a focus on canola, the largest and most profitable crop in Canadian agriculture. Input has developed several flexible and competitive forms of financing which help western Canadian canola farmers solve working capital, mortgage finance and canola marketing challenges and improve the financial position of their farms. Under a streaming contract, Input has provided capital in exchange for a stream of canola via multi-year fixed-volume canola purchase contracts.

Bridgeway National Corp.

Bridgeway is a publicly traded diversified holding company with a focus on acquiring quality, well positioned businesses that operate in industries with strong tail winds. Bridgeway is fundamentally grounded in its core investment focus of acquiring interests in strong business concerns run by qualified and ethical management teams.

Depositary

Input has engaged the Depositary to act as depositary for the receipt of original certificates in respect of the Input Shares and related Letters of Transmittal.

Stock Exchange Listings of Shares

Input expects that the Input Shares will be delisted from the TSXV after the Effective Date. The closing price of the Input Shares on the TSXV on August 12, 2020, the last trading day on which the Input Shares traded on the TSXV prior to the date of the announcement of the Arrangement, was \$0.86.

Tax Considerations

This Circular contains a summary of certain Canadian federal income tax considerations generally applicable to certain Input Shareholders in respect of the Arrangement. See “*Tax Considerations*”.

This Circular does not address any tax considerations of the Arrangement other than Canadian federal income tax considerations to Input Shareholders. Input Shareholders who are resident in jurisdictions other than Canada should consult their own tax advisors with respect to the relevant tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions. Input Shareholders should also consult their own tax advisors regarding relevant provincial, territorial or state tax considerations of the Arrangement.

Risk Factors

Input Shareholders should consider a number of risk factors relating to the Arrangement and Input in evaluating whether to approve the Arrangement Resolution. See “*Risk Factors*”.

INFORMATION CONCERNING THE INPUT MEETING

Special Protocols Due to COVID-19

Input intends to hold the Input Meeting in person. However, in view of the current COVID-19 pandemic, access to the Input Meeting will, subject to Input's by-laws, be limited to essential personnel and registered Input Shareholders and proxyholders entitled to attend and vote at the Input Meeting. Input requests that Input Shareholders firstly consider voting by returning a duly completed proxy or following the instructions provided to you by your Intermediary to ensure your vote is counted at the Input Meeting, and only attend if you are essential and it is necessary to do so. In considering whether to attend the Input Meeting in person, it is recommended that Input Shareholders follow the instructions of the Public Health Agency of Canada (PHAC) (www.canada.ca/en/public-health.html) and the Government of Saskatchewan and the Saskatchewan Public Safety Agency (<https://www.saskatchewan.ca/government/health-care-administration-and-provider-resources/treatment-procedures-and-guidelines/emerging-public-health-issues/2019-novel-coronavirus>).

If you plan on attending the Input Meeting, you are required to pre-register by calling McKercher LLP at 306-565-6500. Due to COVID-19 and required public health and safety measures, failure to pre-register may prevent you from attending the meeting; however, every effort will be made to ensure your vote is counted.

Input may take additional precautionary measures in relation to the Input Meeting in response to any further development with or governmental response to the COVID-19 outbreak. In the event it is not possible or advisable to hold the Input Meeting in person, Input will announce alternative arrangements for the Input Meeting as promptly as practicable, which may include postponing the Input Meeting or holding the Input Meeting entirely by electronic means, telephone or other communication facilities, if permitted by applicable law. If you are planning to attend the Input Meeting, please check in advance by calling the Input general phone line or website one week prior to the date of the Input Meeting.

Input encourages Input Shareholders not to attend the Input Meeting in person, particularly if they are experiencing any of the described COVID-19 symptoms of fever, cough or difficulty breathing, or have been in contact within the last 14 days with anyone known or suspected to have COVID-19. Instead, Input encourages Input Shareholders to date and sign the enclosed form of proxy and return it in the envelope provided, or, alternatively, to vote by telephone, or over the internet, in each case in accordance with the enclosed instructions. To be used at the Input Meeting, the completed proxy form must be deposited at the office of TSX Trust Company:

To vote by Internet: Please go to www.voteproxyonline.com and enter the 12 digit control number provided on the form of proxy.

To vote by facsimile: Please send the form of proxy to: (416) 595-9593.

To vote by mail: Please send the form of proxy to:

TSX TRUST COMPANY
Attn: Proxy Dept.
301 – 100 Adelaide Street West
Toronto, Ontario, M5H 4H1

Non-registered Input Shareholders who receive these materials through TSX Trust should complete and send the voting instruction form in accordance with the instructions provided by TSX Trust. Non-registered Input Shareholders who receive these materials through their broker or other intermediary should complete and send the form of proxy or voting instruction form in accordance with the instructions provided by their broker or intermediary. To be effective, a proxy or voting instructions form, as applicable, must be received by TSX Trust not later than 5:00 p.m. (Toronto time) on September 21, 2020, or in the case of any postponement or adjournment of the Input Meeting, not less than 48 hours, Saturdays, Sundays and holidays excepted, prior to the time of the postponed or adjourned meeting. **Late proxies may be accepted or rejected by the Chair of the Input Meeting in his discretion, and the Chair is under no obligation to accept or reject any particular late proxy.**

Solicitation of Proxies

It is expected that the solicitation will be made primarily by mail but proxies may also be solicited personally by directors, officers or regular employees of Input. Those persons will not receive any extra compensation for those activities. Input may also retain, and pay a fee to, one or more proxy solicitation firms to solicit proxies from the Input Shareholders FOR the Arrangement Resolution. Input may pay brokers or other persons holding Input Shares in their own names, or in the names of nominees, for their reasonable expenses for sending proxies and the Circular to beneficial Input Shareholders and obtaining proxies from them. The total cost of the solicitation will be borne directly by Input.

Appointment and Revocation of Proxies

Registered Input Shareholders may attend the Input Meeting in person or may be represented by proxy. Beneficial Input Shareholders, whose Input Shares are held on their behalf by a broker, financial institution, participant, trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the Income Tax Act (Canada) (the “**Tax Act**”), or a nominee of any of the foregoing (an “**Intermediary**”), should read the information under “*Information Concerning the Input Meeting – Advice to Beneficial Input Shareholders*”.

The persons named in the enclosed form of proxy are officers of Input. **An Input Shareholder has the right to appoint a person (who need not be an Input Shareholder) other than the persons specified in the form of proxy to attend and act on behalf of that Input Shareholder at the Input Meeting.** This right may be exercised by striking out the names of the persons specified in the form of proxy, inserting the name of the person to be appointed in the blank space provided in the form of proxy, signing the form of proxy and returning it in the manner set out in the form of proxy or by otherwise carefully and specifically following the instructions on the form of proxy.

An Input Shareholder who has given a proxy may revoke it:

- a. by depositing an instrument in writing, including another completed form of proxy, executed by that Input Shareholder or Input Shareholder’s attorney authorized in writing either:
 - i. at the registered office of Input at any time up to and including the last business day preceding the date of the Input Meeting or any adjournment of the Input Meeting; or
 - ii. with the chair of the Input Meeting prior to the commencement of the Input Meeting on the day of the Input Meeting or any adjournment of the Input Meeting; or
- b. in any other manner permitted by law.

Exercise of Discretion

The persons named in the enclosed form of proxy will vote the Input Shares in respect of which they are appointed as proxyholder on any ballot that may be called for in accordance with the instructions contained in that proxy. If the Input Shareholder specifies a choice with respect to any matter to be acted upon, the Input Shares will be voted **accordingly**. In the absence of a specified choice, the Input Shares will be voted **FOR** each of the matters referred to in this Circular.

The enclosed form of proxy confers discretionary authority upon the persons named in it with respect to amendments to, or variations of, matters identified in the Notice of Meeting, and with respect to other matters, if any, which may properly come before the Input Meeting. At the date of the Circular, Input Management knows of no such amendments, variations or other matters to come before the Input Meeting. However, if any other matters that are not now known to Input Management should properly come before the Input Meeting, the proxy will be voted on those matters in accordance with the best judgment of the named proxy.

Advice to Beneficial Input Shareholders

The information set out in this section is of significant importance to many Input Shareholders, as a substantial number of Input Shareholders do not hold Input Shares in their own name.

Input Shareholders who do not hold Input Shares in their own name (referred to as “beneficial” Input Shareholders) should note that only proxies deposited by Input Shareholders whose names appear on the records of Input as the registered holders of Input Shares can be recognized and acted upon at the Input Meeting. If Input Shares are listed in an account statement provided to an Input Shareholder by a broker, then, in almost all cases, those Input Shares will not be registered in the Input Shareholder’s name on the records of Input. Those Input Shares will more likely be registered under the name of the Input Shareholder’s broker or an agent of that broker. More particularly, a person is a beneficial Input Shareholder in respect of Input Shares which are held on behalf of that person but which are registered either (a) in the name of an Intermediary that the beneficial Input Shareholder deals with in respect of the Input Shares or (b) in the name of a clearing agency (such as CDS), of which the Intermediary is a participant. In Canada, the vast majority of Input Shares are registered under the name of CDS, which acts as nominee for many Canadian brokerage firms. Input Shares held by an Intermediary can only be voted upon the instructions of the beneficial Input Shareholder. Without specific voting instructions, an Intermediary is prohibited from voting Input Shares held for beneficial Input Shareholders. **Therefore, beneficial Input Shareholders should ensure that instructions respecting the voting of their Input Shares are communicated to the appropriate person or that the Input Shares are duly registered in their name.**

Applicable Canadian securities regulatory policy requires Intermediaries to seek voting instructions from beneficial shareholders in advance of shareholders’ meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by beneficial Input Shareholders in order to ensure that their Input Shares are voted at the Input Meeting.

In Canada, the majority of Intermediaries now delegate responsibility for obtaining voting instructions from beneficial Input Shareholders to Broadridge. Broadridge supplies a voting instruction form (“**Broadridge VIF**”) and asks beneficial Input Shareholders to complete and return the Broadridge VIF to Broadridge in accordance with the instructions set out in the Broadridge VIF. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Input Shares to be represented at the Input Meeting. **A beneficial Input Shareholder receiving such a Broadridge VIF from Broadridge cannot use that Broadridge VIF to vote Input Shares directly at the Input Meeting. The Broadridge VIF must be returned to Broadridge well in advance of the Input Meeting in order to instruct Broadridge how to vote the Input Shares.**

If you are a beneficial Input Shareholder, and wish to attend the Input Meeting in person or appoint some other person or company, who need not be an Input Shareholder, to attend and act on your behalf at the Input Meeting or any adjournment or postponement of the Input Meeting, please follow the instructions contained in the Broadridge VIF.

Delivery of Meeting Materials

The Input Meeting materials are being sent to both registered and non-registered (beneficial) Input Shareholders. If you are a non-registered (beneficial) Input Shareholder, and Input or the Transfer Agent has sent these materials directly to you, your name and address and information about your holdings of Input Shares, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Input Shares on your behalf.

In accordance with the provisions of NI 54-101, Input will distribute or cause its agents to distribute copies of the voting instruction form or form of proxy and certain other information to Input Shareholders. Input is not using “notice-and-access” to send its proxy-related materials to the Input Shareholders, and paper copies of such materials will be sent to all Input Shareholders. Input will send proxy-related materials directly to non-objecting beneficial Input Shareholders, through the services of its Transfer Agent. Input intends to pay for an intermediary to deliver to objecting beneficial Input Shareholders the proxy-related materials and Form 54-101F7 “Request for Voting Instructions by Intermediary” of NI 54-101.

If you are a beneficial Input Shareholder and Input has sent these materials directly to you, your name, address and information about your shareholdings have been obtained from the lists of non-objecting beneficial owners as of the Record Date by or on behalf of Input in accordance with the procedures under NI 54-101. Beneficial Input Shareholders who have objected to the disclosure of ownership information about themselves will receive the Input Meeting materials through Broadridge, or another agent. *By choosing to send meeting materials to beneficial Input Shareholders directly, Input (and not the Intermediary holding Input Shares on behalf of the beneficial Input Shareholders) has assumed responsibility for (i) delivering the Input Meeting materials to beneficial Input Shareholders and (ii) executing the respective beneficial Input Shareholders' proper voting instructions.* The purpose of these procedures is to obtain voting instructions from the beneficial Input Shareholders so as to permit the beneficial Input Shareholders to direct the voting of the Input Shares they beneficially own.

If your Input Shares are registered in your name, the form of proxy will be a proxy form. If your Input Shares are held by or through an Intermediary, the form will be a voting instruction form. A beneficial Input Shareholder receiving a voting instruction form cannot use that voting instruction form to vote Input Shares directly at the Input Meeting. As discussed above, the voting instruction form must first be returned to the Transfer Agent in advance of the Input Meeting in order to have the Input Shares voted.

Record Date

The Input Board has fixed August 24, 2020 as the record date for the determination of Input Shareholders entitled to receive notice of the Input Meeting (the “**Record Date**”). Only Input Shareholders of record at the close of business on the Record Date are entitled to vote at the Input Meeting.

Voting Securities and Principal Holders of Voting Securities

The authorized capital of Input consists of an unlimited number of common shares. All Input Shareholders are entitled to receive notice of and to attend all meetings of Input Shareholders. Each Input Share entitles the holder thereof to one vote per share at the Input Meeting.

The Input Shares are listed for trading on the TSXV under the symbol “INP”. The registered office of Input is located at 300 – 1914 Hamilton Street, Regina, Saskatchewan S4P 3N6.

As at August 25, 2020, there were 53,528,467 Input Shares issued and outstanding.

To the knowledge of the directors and officers of Input, as at August 25, 2020, no person beneficially owns, or exercises control or direction over, directly or indirectly, 10% or more of the issued and outstanding Input Shares except Doug Emsley, who owns, directly and indirectly, 11,650,481 Input Shares, or 21.74% of the issued and outstanding Input Shares.

Quorum

Pursuant to the bylaws of Input, quorum is present if at least 2 voting shareholders are present in person or represented by proxy holding and representing not less than 25% of the shares entitled to be voted at the Input Meeting.

THE ARRANGEMENT

Background to the Arrangement

The provisions of the Arrangement Agreement are the result of arm's length negotiations conducted between representatives of Bridgeway and Input and their respective advisors. The following is a summary of the events leading up to the negotiations of the Arrangement Agreement and the meetings, negotiations, discussions and actions between the parties that preceded the execution and public announcement of the Arrangement Agreement.

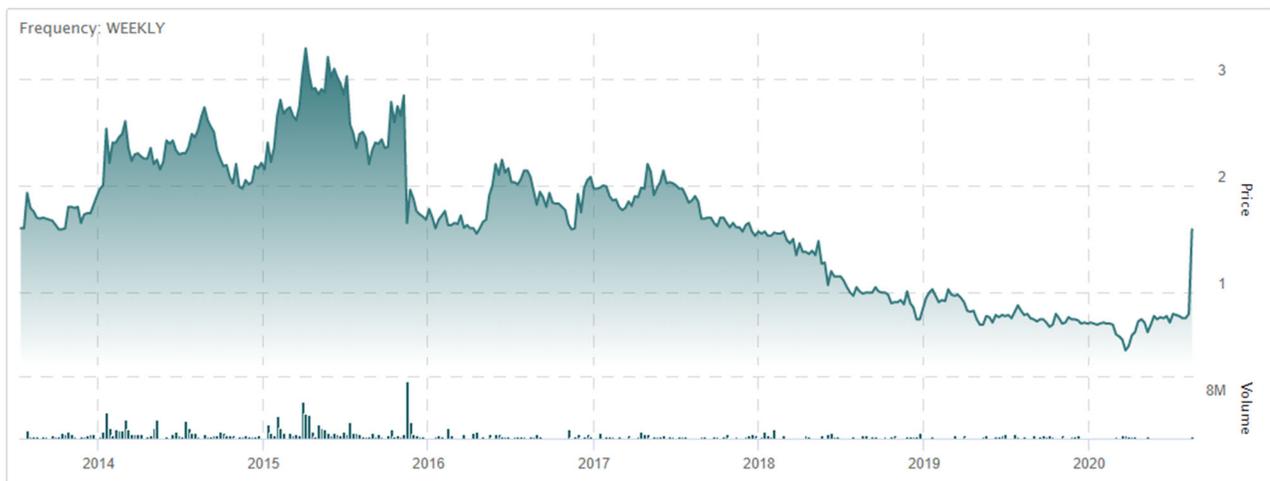
Brief History of Input's Business

On July 19, 2013, Input Capital Corp. (then a private Saskatchewan corporation) completed a reverse take-over of WB II Acquisition Corp. As a result, Input, the world's first agricultural commodity streaming company, was listed on the TSXV and the Input Shares began trading on July 23, 2013. At that time, Input had a single product described as a capital stream contract whereby it made upfront payments to farmers in return for a fixed amount of Canada 1 Canola produced by the farmer each year of the term of the streaming contract. In fiscal 2017, Input added a new product called a marketing stream contract under which Input commits to pick up, deliver, and market crop grown by a farmer in exchange for a percentage of the net price realized by Input when Input sells it. In fiscal 2018, Input introduced the mortgage streaming contract. A mortgage streaming contract is a unique mortgage product for farmers, offering a guaranteed crop price for five years and a single annual payment payable in crop after harvest removing payment timing and cash flow issues faced regularly by farmers.

Since 2018, Input's business has focused on providing mortgage solutions to farmers making it a financial company that in many respects is similar to traditional financial companies, such as Royal Bank of Canada, The Toronto Dominion Bank, Bank of Nova Scotia, Canadian Imperial Bank of Commerce and Bank of Montreal. Input's streaming contracts, however, position it as a unique financial company with product features that are customized for farmers.

Brief History of Input's Price Per Share

Since first listed on the TSXV, Input Shares have traded between a high of \$3.45 (April 1, 2015) and a low of \$0.415 (March 24, 2020). The following price history chart depicts closing price for Input Shares since the Company first listed.



Source: TMX Money. Chart as at August 14, 2020.

Input Board's Strategy to Maximize Shareholder Value

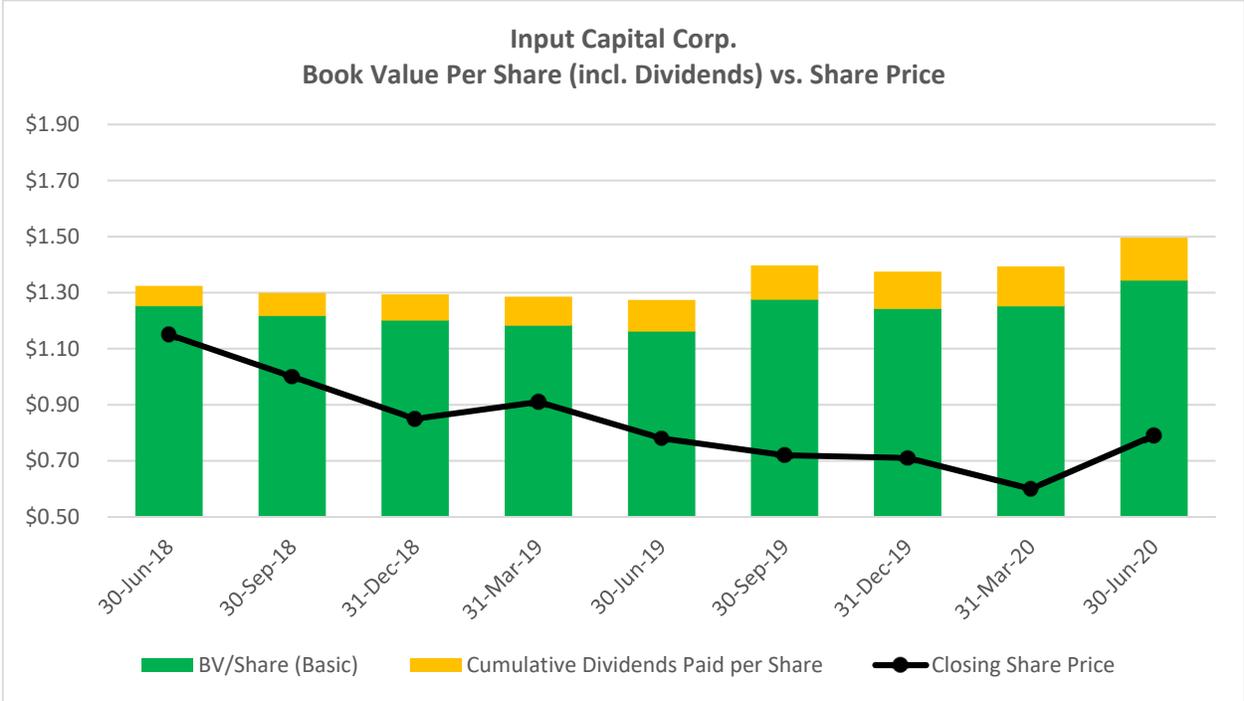
In 2018, during a period of declining market capitalization, the Input Board initiated a thorough financial review and business strategy with a goal of maximizing shareholder value. As part of that review and strategy, the Input Board put focus on Input's Book Value Per Share, among other performance measures. Book Value Per Share is a non-IFRS

measure that the Input Board and Input Management use for internal purposes and in connection with its on-going financial review. Book Value Per Share is calculated by subtracting assets from liabilities then dividing the result by the number of shares outstanding in the company.

As Input is a financial company, the Input Board established a comparator group of bank and non-bank financial companies in connection with its implementation of the financial review and business strategy. The financial review revealed that such bank and non-bank financial companies tended to trade around 1x Book Value Per Share, and where the financial company’s return on equity was higher than 10%, it traded at a premium to 1x Book Value Per Share. The greater the return on equity, the greater the premium determined by the market.

The Input Board and Input Management determined that a financial company, like Input, whose business for the past two years has been focused on providing mortgage solutions to its customers, should trade on the basis of Book Value Per Share similar to other financial companies. In certain circumstances, shares will trade at a discount to Book Value Per Share if, for example, the company has been struggling, or its growth rate has been slowing. In other circumstances, shares will trade at a premium to Book Value Per Share if the company has periods of consecutive growth with stable and predictable returns on equity in excess of 10%. Historically, bank and non-bank financial companies have traded at multiples of 1.0x to 2.0x such companies Book Value Per Share as was determined by Input Management.

Starting in June 2018 and prompting the Input Board’s comprehensive financial review and strategy to maximize shareholder value, Input Shares traded at a discount to its Book Value Per Share. The following chart below depicts the Book Value Per Share and the discount at which Input Shares traded:



Source: Input Management

During the financial review, the Input Board and Input Management assessed Input’s business relative to its source of capital, which for Input was significantly derived from equity financings completed in 2013 and 2014. The Input Board concluded that its current debt-to-equity position was not appropriate for Input’s future strategic direction. As a result, Input’s return on equity was low relative to other bank and non-bank financial companies.

Input Management believes that the primary reason was that mortgage lending is not a business funded by large amounts of equity on the part of the lender. Typically, the lender borrows money at a low rate and relends it at a higher rate, profiting on the interest rate spread. Through conservative lending practices, the lender ensures the safety and

security of its portfolio. As Input's business evolved from commodity streaming to innovative mortgage lending, it did not need to raise additional equity. The Input Board concluded at that time that Input had more equity on its balance sheet than it required for its existing mortgage portfolio and what Input really required was a scalable source of debt capital to grow the business and generate the returns typically associated with financial companies.

Following completion of the financial review, on February 27, 2019, Input publicly announced that it initiated a comprehensive review of strategic alternatives (the "**Strategic Alternatives Review**") with a goal to enhance shareholder value. This Strategic Alternatives Review process, which was conducted with the assistance of financial and legal advisors, considered the full range of potential strategic alternatives, including, but not limited to business combinations, scalable mortgage debt financing, acquisitions, joint ventures, moving into emerging crops such as cannabis or hemp, a go-private transaction, and the potential sale of the company. Input engaged GMP Securities L.P. (now Stifel GMP) and Cormark Securities Inc. as financial advisors to assist in the Strategic Alternatives Review.

From February 27, 2019 to May 14, 2019, Input entered into confidential discussions with 15 interested arm's length parties. In connection therewith, the various parties entered into confidentiality and non-disclosure agreements and were provided access to a dataroom established by Input. Through that process, Input received one non-binding letter of intent from one such party indicating an interest in acquiring Input. The expression of interest was unanimously rejected by the Input Board as inadequate, from a financial perspective, and not fair for Input Shareholders nor in the best interests of Input or its stakeholders. Among other reasons, the Input Board rejected this offer as the offered price was significantly less than the Book Value Per Share (as at that time) and the offeror did not have a scalable source of financing required to grow Input's business. On May 14, 2019, Input announced the conclusion of the Strategic Alternatives Review determining at that time a potential strategic alternative was not arrived at that the Input Board could determine as fair to Input Shareholders and in the best interests of Input and its stakeholders.

Following the Strategic Alternatives Review process, the Input Board made the decision to postpone further deployment of cash into mortgage, marketing and capital streams in favour of maximizing shareholder value from the Company's existing book of business with its existing customers. Accordingly, the Input Board directed Input Management to concentrate efforts on the profitable operation of the existing book of mortgage, marketing and capital streams with the objective of maximizing book value per share and returning capital to shareholders by undertaking normal course issuer bids and substantial issuer bids available under Securities Laws.

Input's Substantial Issuer Bids and Normal Course Issuer Bids

On December 14, 2017, Input commenced a normal course issuer bid announced on December 6, 2017 (the "**2017 NCIB**"), which allowed Input to repurchase, at its discretion, until the earlier of December 13, 2018 or the completion of purchases thereunder, up to 6,578,683 Input Shares in the open market or as otherwise permitted. Pursuant to the 2017 NCIB, Input purchased a total of 1,807,900 Input Shares at a volume-weighted average price of \$1.197 per Input Share.

On December 18, 2018, Input commenced a normal course issuer bid announced on December 14, 2018 (the "**2018 NCIB**"), which allowed Input to repurchase, at its discretion, until the earlier of December 17, 2019 or the completion of purchases thereunder, up to 6,500,856 Input Shares in the open market or as otherwise permitted. Pursuant to the 2018 NCIB, Input purchased a total of 5,086,620 Shares at a volume-weighted average price of \$0.770 per Input Share.

On December 18, 2019, Input Capital commenced normal course issuer bid announced on December 16, 2019 (the "**2019 NCIB**"), which allowed Input to repurchase, at its discretion, until the earlier of December 17, 2020 or the completion of purchases thereunder, up to 4,375,000 Input Shares in the open market or as otherwise permitted. Since the commencement of the 2019 NCIB, Input purchased 972,604 Input Shares at a volume-weighted average price of \$0.719 per Input Share.

On June 3, 2019, Input commenced the substantial issuer bid announced on June 3, 2019 (the "**2019 SIB**"). The 2019 SIB was conducted by way of modified Dutch auction and the offer prices ranged from \$0.72 to \$0.82. At closing of the 2019 SIB, Input took up and paid for 16,088,083 Input Shares at a price of \$0.82 per Input Share, for an aggregate purchase price of approximately \$13,192,228. The Input Shares purchased for cancellation under the 2019 SIB represented approximately 20% of the Input Shares issued and outstanding at that time.

On March 6, 2020, Input commenced the substantial issuer bid announced on March 6, 2020 (the “**2020 SIB**”). The 2020 SIB was conducted by way of modified Dutch auction and the offer prices ranged from \$0.60 to \$0.70. At closing of the 2020 SIB, Input took up and paid for 7,418,686 Input Shares at a price of \$0.70 per Input Share, for an aggregate purchase price of approximately \$5,193,080. The Input Shares purchased for cancellation under the 2020 SIB represented approximately 12% of the Input Shares issued and outstanding at that time.

In aggregate, Input has bought back approximately 38% of its outstanding shares since December 2018.

Bridgeway’s Offers to Acquire Input

On July 20, 2020, Stifel GMP (formerly GMP Securities L.P.), forwarded to Input a letter of interest from Bridgeway National Corp. (the “**First Bridgeway Offer**”), anticipating an acquisition of all of the Input Shares for a price range of USD\$0.792 to USD\$1.056 per share. The First Bridgeway Offer was considered by the Input Board on July 21, 2020.

During the meeting of the Input Board on July 21, 2020, the Input Board discussed the First Bridgeway Offer taking into consideration (among other factors) (i) the historical trading price of the Input Shares, (ii) the book value of Input Shares as at the last completed interim period, (iii) the then-current trading price trend of the Input Shares of between \$0.45 and \$0.80 per share, (iv) the Strategic Alternatives Review and the Input Board’s resulting decision to maximize shareholder value and postpone further capital deployment, (v) the strategic options and business expectations for Input going forward, and (vi) the results of the 2019 SIB and 2020 SIB, and Input’s future ability to implement transactions which return capital to shareholders. After detailed consideration, financial review and discussions with external legal advisors, the Input Board determined that it would consider an offer of at least \$1.75 per Input Share, which would result in a price per Input Share of 1.31 times Book Value Per Share. Accordingly, the First Bridgeway Offer was unanimously rejected by the Input Board and it directed Input Management communicate the rejection and its proposed terms to Bridgeway.

Thereafter, Mr. Doug Emsley, President and Chief Executive Officer of Input advised Eric Blue, Chief Executive Officer and Chief Investment Officer of Bridgeway of the Input Board’s decision together with reasons (the “**First Offer Rejection**”). Following the First Offer Rejection, between July 21, 2020 and July 24, 2020, Mr. Emsley and Mr. Blue discussed the parameters, including specifically price per share, for an acceptable acquisition of the Input Shares. As the primary participant in such discussions for Input, and cognizant of the number of Input Shares he holds, Mr. Emsley relayed these discussions to Mr. David Brown Q.C., as lead independent director, on a regular basis.

On July 24, 2020, following considerable and detailed discussions between Mr. Emsley and Mr. Blue and other senior management of the parties, Bridgeway submitted a revised letter of intent (the “**Increased Bridgeway Offer**”) offering an acquisition price of CAD\$1.75 per Input Share in an all-cash deal to acquire Input. On July 24, 2020, with the Increased Bridgeway Offer meeting the pre-determined requirements of the Input Board, Input accepted the Increased Bridgeway Offer and thereafter entered into a confidentiality and non-disclosure agreement with Bridgeway facilitating the exchange of information between Input and Bridgeway as part of transactional due diligence.

Following the execution of the Increased Bridgeway Offer, which included a 14-day diligence and exclusivity period, but which otherwise was non-binding, Bridgeway performed additional due diligence and instructed its legal counsel, to commence drafting the Arrangement Agreement in conjunction with Input’s legal counsel. At the same time, Input performed additional due diligence and instructed its legal counsel to commence transactional diligence, including counterparty diligence, structural planning, regulatory reviews and drafting the Arrangement Agreement in conjunction with Bridgeway’s legal counsel.

Between July 24, 2020 and August 10, 2020, Bridgeway and Input, under the supervision and direction of the Input Board and its legal counsel, continued to negotiate the terms of the Arrangement Agreement. During this period, Input Management consulted members of the Input Board several times to discuss progress, the results of Input’s diligence, planning and regulatory reviews, to apprise the Input Board on the status of negotiations of the Arrangement Agreement and to provide consultations regarding specific terms of the Arrangement Agreement. In addition, during this period Input’s and Bridgeway’s senior management teams and legal counsel continued reviewing and negotiating the terms of the Arrangement Agreement.

Input Board's Financial and Legal Review of the Arrangement

On August 10, 2020, the Input Board held its regularly scheduled third quarter meeting, and a motion was made to amend the agenda to include a special business item in respect of the Arrangement and Arrangement Agreement. At the August 10, 2020 meeting, Input Management apprised the Input Board of all material happenings in respect of the Revised Bridgeway Offer and the work of Input Management and its legal counsel negotiating the Arrangement Agreement.

Thereafter, the Input Board commenced financial review of the Arrangement. The Input Board used the following methodology to assess the financial fairness of the Arrangement:

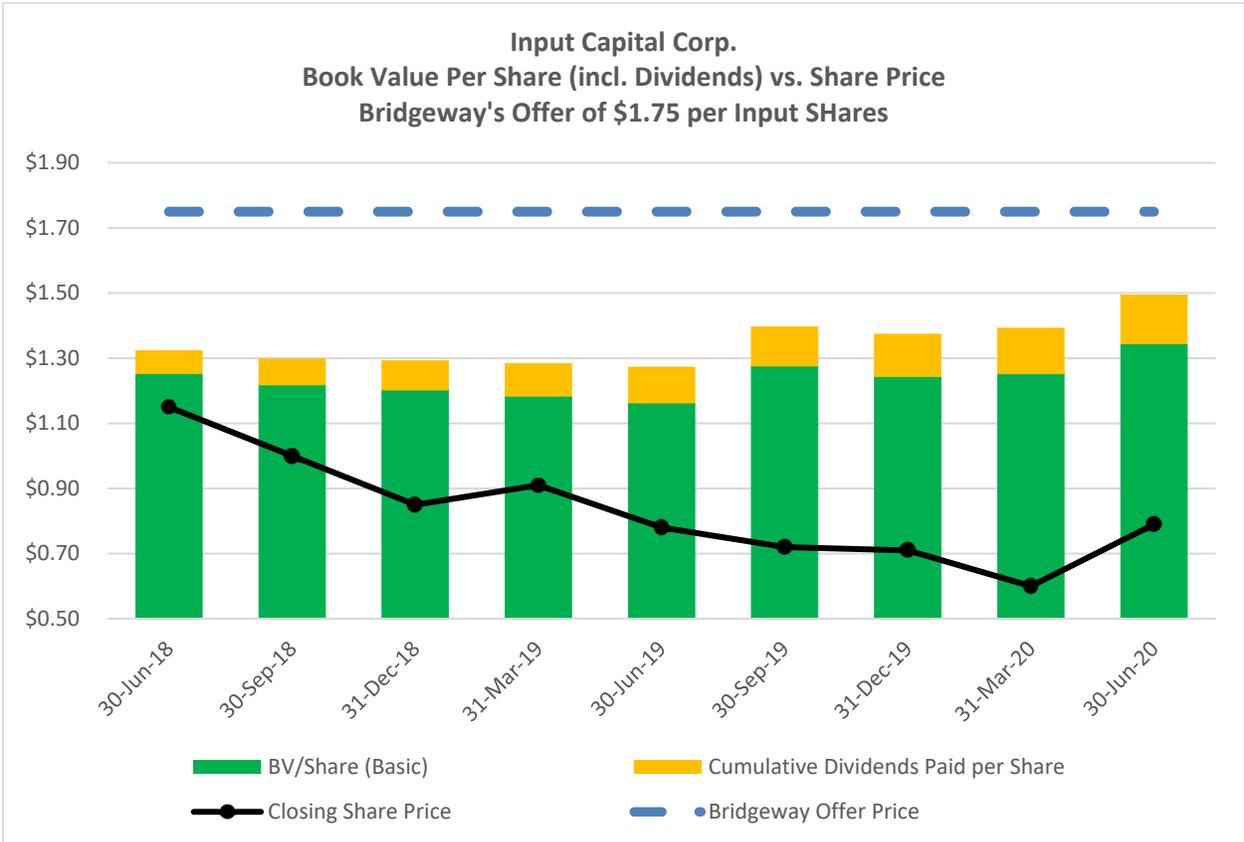
- analysis of the 5-year historic trading price per Input Share;
- the current Book Value Per Share compared against Bridgeway's offer of CAD\$1.75 per Input Share;
- a comparison of Bridgeway's offer of CAD\$1.75 per Input Share to premiums over market capitalization generally obtained by target companies in Canadian public mergers and acquisitions;
- internal management expectations and forecasts of maintaining *status quo* operations of the existing book of mortgage, marketing and capital streams without a new source of scalable capital to maintain and grow Input's agricultural streaming business;
- the publicly announced objective of maximizing book value per share and previous returns of capital to shareholders through dividends, normal course issuer bids and substantial issuer bids; and
- Input's ability to complete further returns of capital to shareholders through dividends, normal course issuer bids and substantial issuer bids.

In assessing these criteria, the Input Board's scope of review was informed by and included:

- the Strategic Alternative Review, including the book value per share of a comparator group of bank and non-bank financial companies and the inability to secure a viable financial outcome in the best interest of Input and its stakeholders;
- the most recent audited and unaudited financial results for Input and internal expectations and forecasts;
- discussion with Input Management including with respect to internal management expectations and forecasts of maintaining *status quo* operations of the existing book of mortgage, marketing and capital streams without a source of scalable capital to maintain and grow Input's agricultural streaming business;
- historical financial information of Input, including historical audited and unaudited financial results for Input;
- public information with respect to certain other transactions of a comparable nature considered relevant; and
- other corporate, industry and financial market information, investigations and analyses as considered necessary or appropriate in the circumstances.

As done with the First Bridgeway Offer, the Input Board again considered (among other factors) (i) the historical trading price of the Input Shares, (ii) the book value of Input Shares as at the last completed interim period, (iii) the then-current trading price trend of the Input Shares between the dates of July 24, 2020 and August 10, 2020 of between \$0.75 and \$0.84 per share, (iv) the Strategic Alternatives Review and the Input Board's resulting decision to maximize shareholder value and postpone further capital deployment, (v) the strategic options and business expectations for Input going forward, and (vi) the results of the 2019 SIB and 2020 SIB, and Input's future ability to implement transactions which return capital to shareholders.

Significant to the Input Board’s financial review was the premium to Book Value Per Share offered by Bridgeway’s offer of CAD\$1.75, which is depicted in the following chart. The dashed blue line represents Bridgeway’s offer of CAD\$1.75 per Input Share:



Source: Input Management

Significant to the Input Management’s presentation to the Board of the Increased Bridgeway Offer was that the Consideration per Input Share was 1.31 times Book Value Per Share, which, with reference to the Strategic Alternatives Review, was a reasonable premium relative to certain banks within the comparator group established at that time:

Bank	Price to Book Ratio
Royal Bank of Canada	1.75x
TD Bank	1.31x
Bank of Nova Scotia	1.10x
CIBC	1.16x
Bank of Montreal	1.00x
Laurentian Bank	0.52x
National Bank of Canada	1.70x

Source: TSX InfoSuite by Quotemedia

Following the Input Board’s financial review, it received a confidential memorandum and presentation from its legal counsel regarding the terms of the Arrangement, Arrangement Agreement and other legal issues in respect of the Arrangement. Among other legal matters, legal counsel presented analysis on the purpose of *Multilateral Instrument 61-101 Protection of Minority Security Holders in Special Transactions* (“MI 61-101”) and the applicability of MI 61-101 to the Arrangement. The Input Board noted that each member of the Input Board and Input Management are a “related party” and due consideration was given to whether the Arrangement would constitute a “business combination” within the meaning of MI 61-101. With advice from legal counsel, the Input Board determined the

Arrangement is not a “business combination” as:

- i. the consideration per Input Share is identical in amount and form for all Input Shareholders;
- ii. the consideration per Input Option and DSU is mathematically equivalent to the consideration per Input Share; and
- iii. no “collateral benefit” will be received by the Input Board or Input Management.

Additionally, it was noted by the Input Board that even if the Arrangement was a “business combination” the Independent Input Directors each own less than 1% of the Input Shares and that Input Management’s value of continued employment will be less than 5% of the value received for their Input Shares.

Following the presentation of legal counsel and ensuing discussion, the Independent Input Directors convened an *in camera* meeting with legal counsel to further discuss the Arrangement without Mr. Emsley (CEO), Mr. Farquhar (CFO) and other Input Management in attendance, including specifically disclosures made in respect of their interests in the Arrangement. The Independent Input Directors gave due consideration to the fact that Mr. Emsley and Mr. Farquhar hold a large number of Input Shares and the continued employment of Input Management as executives with compensation substantially equivalent to current compensation.

After due and careful consideration, the Independent Input Directors determined that the Arrangement does not create a conflict of interest requiring minority approval for the Arrangement. The Independent Input Directors unanimously determined that the Arrangement would provide equal treatment to Input Shareholders, is fair, from a financial point of view, to Input Shareholders and is in the best interest of Input. Accordingly, Mr. David Brown Q.C., in his capacity as lead independent director, recommended the Input Board approve the Arrangement and the Arrangement Agreement. On August 10, 2020, the Input Board unanimously (i) determined that the Arrangement is in the best interest of Input and its security holders and is fair, from a financial point of view, to the security holders of Input and resolved to recommend that the Input security holders vote in favour of the Arrangement; and (ii) approved the entering into of the Arrangement Agreement and any documents required under the Arrangement Agreement.

Prior to resolving to approve the Arrangement and recommend that the Input Shareholders vote in favour of the Arrangement, the Input Board, and the Independent Input Directors during the *in camera* meeting, carefully considered whether it required a fairness opinion. It was unanimously decided by the Input Board that a fairness opinion was not necessary to enable Input Shareholders to make an informed decision on how to vote in respect of the Arrangement. In making this decision the Input Board had no reasonable basis to conclude that the matter will be contentious and requiring a fairness opinion as a result. Additionally, it was decided that to obtain such an opinion in the full context of this acquisition transaction would prejudice shareholder value by unnecessarily spending company cash on hand. The following reasons, among others not listed, formed part of the Input Board’s, and the Independent Input Directors’ decision:

- the consideration offered by the Arrangement is all cash and absent complicating factors such as (i) multi-party mergers or combinations, (ii) assumed debt as consideration, or (iii) shares or other securities as consideration;
- the consideration offered is (i) 103% premium to Input’s closing price on the TSXV on August 12, 2020 (the last full trading day prior to announcement of the Arrangement), (ii) a 140% premium to the 90-day volume-weighted average trading price of Input Shares on the TSXV as of that date, (iii) and 31% premium over the Book Value Per Share as at June 30, 2020, and each representing a significant premium over market capitalization generally obtained by target companies in Canadian public mergers and acquisitions;
- there exists sufficient publicly available information about Input (including audited and unaudited financial results for Input) to allow Input Shareholders to reach their own conclusions regarding the integrity of the board recommendations and the fairness of the Arrangement to them;

- the Arrangement would provide equal treatment to Input Shareholders and there is no material conflict of interest requiring minority approval for the Arrangement under MI 61-101;
- following completion of the Arrangement, Input will undertake go-private steps including delisting its shares and ceasing to be a reporting issuer;
- fairness opinions are not required under the BCA;
- the Input Board has the knowledge, experience and professional acumen to properly discharge its fiduciary obligations to Input and its stakeholders; and
- the terms of the Arrangement provide Input Shareholders with a right of dissent.

The following summary overviews as the knowledge, experience and professional acumen of the Input Board:

DAVID A. BROWN, C.M., Q.C.	<i>Lead Director and member of the Audit Committee</i>
<p>Age: 80 Gilford, ON CANADA</p> <p>Director since: July 19, 2013</p> <p>Independent</p> <p><u>Areas of Expertise:</u> Law and Regulation Mergers and Acquisitions Corporate Governance</p>	<p>Mr. Brown is Counsel at Davies Ward Phillips & Vineberg LLP. Mr. Brown served as chairman and Chief Executive Officer of the Ontario Securities Commission (“OSC”) from April 1998 to June 2005. Prior to joining the OSC, he was a senior corporate law partner with a predecessor firm to Davies Ward Phillips & Vineberg for 29 years, focusing on mergers and acquisitions, corporate finance and reorganization. He is a former Director and Member of the Funds Advisory Board at Invesco Trimark Group of Mutual Funds. In addition, Mr. Brown is the founding chair of the Council of Governors for the Canadian Public Accountability Board. Mr. Brown is a past chair of the Technical Committee and a member of the Executive Committee of the International Organization of Securities Commissions. He was appointed Queen’s Counsel in 1984, a member of the Order of Canada in 2009 and he received the Queen’s Jubilee Medal in 2012. Mr. Brown received an honorary doctorate of laws from McMaster University in 2005, his LL.B from the University of Toronto in 1966 and his Bachelor’s degree in Civil Engineering from Carleton University in 1963.</p> <p><u>Current Principal Occupation:</u> Counsel, Davies Ward Phillips & Vineberg LLP</p>

DAVID H. LAIDLEY, FCPA, FCA	<i>Director and Chairman of the Audit Committee</i>
<p>Age: 73 Montreal, QC CANADA</p> <p>Director since: July 19, 2013</p> <p>Independent</p> <p><u>Areas of Expertise:</u> Accounting Tax and Audit Corporate Governance</p>	<p>Mr. Laidley is a former Chairman of Deloitte LLP (Canada), an audit and financial services firm, where he was a partner from 1975 until his retirement in 2007. Mr. Laidley served as Chairman of Deloitte LLP from 2000 to 2006 and during that time, he also served on the Global Board of Deloitte Touche Tohmatsu as well as its Governance Committee and he chaired its Audit Committee. As a chartered professional accountant, he has enjoyed a distinguished career spanning 40 years with Canada’s largest professional services firm, with specialization in its tax and audit practices. Applying his background in tax, he has counseled many clients in the areas of corporate reorganizations, acquisitions and divestitures. Mr. Laidley serves on the boards of EMCOR Group Inc. (NYSE) and CT Real Estate Investment Trust (TSX). He previously served on the boards of the Bank of Canada, Aimia Inc., Nautilus Indemnity Holdings Limited (former Chairman), Bausch Health (then Biovail Corporation) and Aviva Canada Inc. Mr. Laidley is a Fellow of the Ordre des comptables professionnels agréés du Québec (FCPA) and holds a Bachelor of Commerce degree from McGill University.</p> <p><u>Current Principal Occupation:</u> Corporate Director</p>

MR. LORNE HEPWORTH	<i>Director and member of the Audit Committee</i>
<p>Age: 72 London, ON CANADA</p> <p>Director since: July 19, 2013</p> <p>Independent</p> <p><u>Areas of Expertise:</u> Agriculture Crop Science</p>	<p>Mr. Hepworth retired in 2014 as President of CropLife Canada, the national trade association representing developers, manufacturers and distributors of plant science innovations for use in agriculture, urban and public health settings. Mr. Hepworth is currently the chair of the Agricultural Research Institute of Ontario; chair and director of Canterra GP Ltd.; and a member of CARE Canada. He is a past Chair of Genome Canada; was a member of The Expert Panel on Sustainable Management of Water in the Agricultural Landscapes of Canada; and, the Governance Committee of the Canadian International Food Security Research Fund. He has served as a member of the Advisory Board of the National Research Council of Canada, Plant Biotechnology Institute, the Canadian Agri-Food Research Council, the federal Pest Management Advisory Committee and National Biotechnology Advisory Committee. A graduate of the Western College of Veterinary Medicine at the University of Saskatchewan (1971), Mr. Hepworth was a veterinarian in Alberta and Saskatchewan until 1982, when he was elected to Saskatchewan’s Legislative Assembly. He subsequently served nine years in Cabinet, during which he was minister of Agriculture, Education, Finance, and Energy and Mines. From 1993 to 1997, he held several executive positions with the Canadian Agra group of companies specializing in agri-food/feed production, processing and marketing. In 2014, he was inducted into the Canadian Agricultural Hall of Fame.</p> <p>Current Principal Occupation: Corporate Director</p>
DOUG EMSLEY	<i>Chairman of the Board of Directors, President and Chief Executive Officer</i>
<p>Age: 62 Regina, SK CANADA</p> <p>Director since: July 19, 2013</p> <p>Non-Independent</p> <p><u>Areas of Expertise:</u> Agriculture Executive Management Finance and Capital Markets Mergers and Acquisitions</p>	<p>Mr. Emsley is the Chairman of the Board of Directors, Director, President and Chief Executive Officer of the Company.</p> <p>Mr. Emsley has a wide array of business and professional experience. He was previously Director, President and Chief Executive Officer of Assiniboia Farmland GP 3 Corp., which was the general partner of Assiniboia Farmland Limited Partnership, a partnership which completed a sale of 115,000 acres of Saskatchewan farmland to CPPIB Assiniboia Inc. and Assiniboia Farmland Holdings LP. He is the President of Emsley & Associates. (2002) Inc. Mr. Emsley is a director of the Information Services Corporation (“ISC”) (ISV.TO), and also serves as Vice Chairman of the Board of Directors of ISC and Chairman of the Compensation Committee. Mr. Emsley is also a director of Greenfield Carbon Offsetters Inc. He is also the Chairman and CEO of SRG Security Resource Group Inc. (a cyber security and physical security firm) and SabreWestOil & Gas Ltd. (an oil and gas company). He was previously a trustee of Royal Utilities Income Fund (RU.UN-T), then a TSX-listed income trust involved in the mining of thermal coal in western Canada, where he also served as Chair of the Audit Committee, as well as a former member of the Board of Directors of the Bank of Canada and the Saskatchewan Roughrider Football Club. Mr. Emsley has an MBA from York University in Toronto.</p> <p>Current Principal Occupation: Chairman of the Board of Directors, Director, President and Chief Executive Officer of the Company.</p>
BRAD FARQUHAR	<i>Director, Executive Vice-President and Chief Financial Officer</i>
<p>Age: 51 Regina, SK CANADA</p> <p>Director since: July 19, 2013</p> <p>Non-Independent</p> <p><u>Areas of Expertise:</u> Agriculture Executive Management Finance and Capital Markets Accounting</p>	<p>Mr. Farquhar co-founded the Company with Mr. Emsley and serves as a Director, Executive Vice-President and Chief Financial Officer to the Company. He was previously Vice-President of Assiniboia Farmland GP3 Corp., Assiniboia Farmland Holdings LP, Assiniboia Farmland LP, and Palliser Farmland Management Corp.</p> <p>Mr. Farquhar is a trained financial planner and has completed the Canadian Securities Course of the Canadian Securities Institute. He received a Master of Public Administration degree in Electoral Governance from Griffith University in Australia, studied political science at Carleton University, and completed a Bachelor of Arts in Liberal Arts at Providence College.</p> <p>Mr. Farquhar is a Director of Greenfield Carbon Offsetters Inc., Radicle Group Inc., Mongolia Growth Group Ltd. (YAK.V), where he also serves on the Audit Committee, the Compensation Committee, and the Nominating Committee, Chair of the board of directors of SIM Canada and also on the advisory board of AgFunder, the world’s largest community of professional agriculture investors. He is a former director of the International Centre for Human Rights and Democratic Development and the Regina & District Chamber of Commerce.</p> <p>Current Principal Occupation: Director, Executive Vice-President and Chief Financial Officer of the Company.</p>

Recommendation of the Input Board

Following careful consideration, completing its financial review and receiving legal advice and such other advice it considered relevant and necessary, the Input Board unanimously determined that the Consideration under the Arrangement is fair, from a financial point of view, to Input Shareholders and that the Arrangement is in the best interests of Input and its security-holders (considering the interests of all affected stakeholders). **Accordingly, the Input Board unanimously recommends that Input Shareholders vote FOR the Arrangement Resolution.**

Each director and executive officer of Input intends to vote all of their respective Input Shares FOR the Arrangement Resolution.

Execution and Announcement of the Arrangement

The parties executed the Arrangement Agreement on August 12, 2020. A press release announcing the Arrangement was disseminated on August 12, 2020 at approximately 3:20 p.m. (Regina time).

Reasons for the Arrangement

In the course of their evaluation of the Arrangement, the Input Board consulted with Input Management, legal counsel and other external advisors and considered a number of factors, including, among others, the following:

Premium to Input Shareholders

The Consideration being offered to Input Shareholders under the Arrangement represents a significant premium to the value of Input based on recent trading prices of the Input Shares on the TSXV. The Consideration of \$1.75 per Input Share represents a 103% premium to Input's closing price on the TSXV on August 12, 2020 (the last full trading day prior to announcement of the Arrangement) and a 140% premium to the 90-day volume-weighted average trading price of Input Shares on the TSXV as of that date. Additionally, the Consideration represents a 31% premium to Input's Book Value Per Share calculated as at June 30, 2020 being the most recently completed interim period prior to announcement of the Arrangement.

Immediate Value and Liquidity

The Arrangement provides Input Shareholders with cash consideration for all Input Shares held, providing certainty of value and immediate liquidity to Input Shareholders, and removes any risks associated with continued ownership of Input Shares. Input Shareholders will be able to immediately realize benefits from Input's business plans and the Input Board believes that the Arrangement provides the appropriate value for the current and future prospects of Input.

Compelling Value Relative to Alternative

On February 27, 2019, Input announced that it initiated a Strategic Alternatives Review to enhance shareholder value. This Strategic Alternatives Review process was conducted with the assistance of financial and legal advisors and considered the full range of potential strategic alternatives, including, but not limited to business combinations, scalable mortgage debt financing, acquisitions, joint ventures, moving into emerging crops such as cannabis or hemp, a go-private transaction, and the potential sale of the company. Input engaged GMP Securities L.P. (now Stifel GMP) and Cormark Securities Inc. as financial advisors to assist in the review.

The value offered to Input Shareholders under the Arrangement is attractive relative to the value that might be realized for Input Shareholders through other alternatives considered to be reasonably available to Input, including alternatives determined by the strategic alternatives review process or pursuing Input's current business plan.

Process

Before agreeing to the Arrangement Agreement, the Input Board, with the assistance of external advisors, conducted a thorough financial review and strategic planning process to evaluate strategic alternatives for Input. The process to market Input included extensive contacts and discussions with other qualified and potentially interested third parties.

Input Voting Agreements

Each member of the Insider Group, holding in aggregate approximately 32% of the Input Shares (on an undiluted basis), have entered into the Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among other things, vote FOR the Arrangement Resolution.

Terms of the Arrangement Agreement

Under the Arrangement Agreement, the Input Board remains able to respond, in accordance with its fiduciary duties, to unsolicited inquiries, proposals or offers that constitute or would reasonably be expected to constitute or lead to a Superior Proposal. The Company Termination Fee payable to Bridgeway in connection with a termination of the Arrangement Agreement in certain circumstances is reasonable in the circumstances and not preclusive of other offers.

Treatment of Input Options

In accordance with the Plan of Arrangement:

- each In-the-Money Input Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be transferred by the holder thereof to the Company in consideration for the In-the-Money Consideration in respect of such In-the-Money Input Option;
- each Out-of-the-Money Input Option shall be transferred by the holder thereof to the Company for no consideration; and
- all Input Options shall immediately be cancelled and all option agreements related thereto shall be terminated.

Bridgeway shall, following receipt of the Final Order and on the Business Day immediately prior to the date on which the Parties expect to file the Articles of Arrangement with the Director, send the aggregate amount of In-the-Money Option Consideration to the Depository in accordance with the Plan of Arrangement.

In addition, all of the holders of Input Options have entered into Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among things, vote any Input Shares which are under option pursuant to such Input Options FOR the Arrangement Resolution if such Input Options are exercised prior to the Input Meeting.

Treatment of Deferred Share Units

In accordance with the Plan of Arrangement:

- the Company shall deliver to each DSU Holder that is outstanding immediately prior to the Effective Time (whether vested or unvested) a cash payment in an amount equal to the DSU Consideration for each such DSU held by such DSU Holder, which amount shall in each case be paid to the holder by Input from cash on hand; and
- each such DSU shall immediately be cancelled and all agreements and rights related thereto shall be terminated.

The only DSU Holders are the Independent Input Directors who have each entered into Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among other things, vote any Input Shares FOR the Arrangement Resolution.

Input Shareholder Approval and Court Approval

The Input Board considered the following rights and approvals which protect Input Shareholders:

- the Arrangement Resolution must be approved by not less than 66²/₃% of the votes cast at the Input Meeting by Input Shareholders in person or by proxy;
- the Arrangement does not require minority approval under MI 61-101 because it does not constitute a “business combination” within the meaning of MI 61-101;
- the Arrangement must be approved by the Court, which will consider, among other things, the fairness of the Arrangement to Input Shareholders; and
- Input Shareholders have been provided with the right to exercise Dissent Rights.

Limited Number of Conditions and No Financing Conditions

Bridgeway’s obligation to complete the Arrangement is subject to a limited number of conditions that the Input Board believes are reasonable in the circumstances. The completion of the Arrangement is not subject to any financing condition, which provides additional certainty to Input Shareholders that the Arrangement will be completed.

Risks

In the course of its deliberations, the Input Board also identified and considered a variety of risks (as described in greater detail under “*Risk Factors*”) and potentially negative factors in connection with the Arrangement, including, but not limited to:

- the limitations contained in the Arrangement Agreement on Input’s ability to solicit additional interest from third parties;
- the fact that if the Arrangement Agreement is terminated in certain circumstances, Input may be required to pay a termination fee to Bridgeway equal to 3% of the aggregate Consideration, which may adversely affect Input’s financial condition;
- the conditions to Bridgeway’s obligation to complete the Arrangement and the rights of Bridgeway to terminate the Arrangement Agreement in certain circumstances;
- if the Arrangement Agreement is terminated and the Input Board decides to seek another transaction or business combination, there is no assurance that Input will be able to find a party willing to pay a greater or equivalent value compared to the Consideration available to Input Shareholders under the Arrangement; and
- if the Arrangement Agreement is terminated, Input’s business may be negatively impacted as a result of pursuing the Arrangement, including as a result of costs to Input in pursuing the Arrangement, the diversion of Input Management attention away from the conduct of Input’s business in the ordinary course and the potential loss of key employees following the announcement of the Arrangement.

The foregoing summary of the information and factors considered by the Input Board is not intended to be exhaustive of all of the factors considered by the Input Board in reaching their conclusions and making their recommendations set out herein. The Input Board evaluated the various factors summarized above in light of their own knowledge of the business, financial conditions and prospects of Input with the assistance of Input Management and Input’s external advisors. In view of the numerous factors considered in connection with its evaluation of the Arrangement, the Input Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching their conclusions and recommendations. In addition, individual members of the Input Board may have given different weight to different factors. The conclusions and recommendations of the Input Board were made after considering the totality of the information and factors involved.

Arrangement Steps

The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement attached as Appendix C to this Circular.

The Arrangement Agreement provides for the acquisition of all of the issued and outstanding Input Shares by Bridgeway by way of a Court-approved plan of arrangement pursuant to section 186.1 of the BCA. As a result of, and in accordance with, those steps set out above under “*The Arrangement – Arrangement Steps*”:

- (a) Bridgeway shall advance a loan to the Company having a principal amount equal to the aggregate In-the-Money Option Consideration (the “**Advance Amount**”) deliverable by the Company in respect of all In-the-Money Input Options, which advance shall be evidenced by a promissory note issued by the Company to Bridgeway, and amounts deposited by Bridgeway with the Depository in accordance with the Plan of Arrangement shall be held by the Depository on behalf of the Company in satisfaction of Bridgeway’s obligation to deliver the Advance Amount to the Company.
- (b) Notwithstanding any contingent vesting provisions to which an Option might otherwise have been subject and without any further action on behalf of any Input Option holder (i) each In-the-Money Input Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be transferred by the holder thereof to the Company in consideration for the In-the-Money Consideration in respect of such Option; (ii) each Out-of-the-Money Input Option shall be transferred by the holder thereof to the Company for no consideration; (iii) all Input Options shall immediately be cancelled and all option agreements related thereto shall be terminated and the holder thereof shall thereafter have only the right to receive the consideration to which such holder is entitled pursuant to the Plan of Arrangement; and (iv) the Input Stock Option Plan shall be terminated and none of the Company or any of its affiliates shall have any liabilities or obligations with respect to such plan except pursuant to the Plan of Arrangement.
- (c) Notwithstanding any contingent vesting provisions to which a DSU might otherwise have been subject and without any further action on behalf of any DSU Holder: (i) the Company shall deliver to each DSU Holder that is outstanding immediately prior to the Effective Time (whether vested or unvested) a cash payment in an amount equal to the DSU Consideration for each such DSU held by such DSU Holder, which amount shall in each case be paid to the holder by the Company from cash on hand; (ii) each such DSU shall immediately be cancelled and all agreements and rights related thereto shall be terminated and the holder thereof shall thereafter have only the right to receive the consideration to which such holder is entitled pursuant the Plan of Arrangement; and (iii) the DSU Plan shall be terminated and none of the Company or any of its affiliates shall have any liabilities or obligations with respect to such plan except pursuant to the Plan of Arrangement
- (d) Each Input Share held by Dissenting Holders in respect of which Dissent Rights have been validly exercised will be, and be deemed to have been, assigned and transferred, without any further act or formality, by the Dissenting Holder thereof, to Bridgeway (free and clear of all Liens) in consideration for a debt claim against Bridgeway for the amount determined in accordance with the Plan of Arrangement, and (i) such Dissenting Holders will cease to be the holders of such Input Shares and to have any rights as holders of such Input Shares other than the right to be paid the fair value for such Input Shares as set out in the Plan of Arrangement; (ii) such Dissenting Holders’ names will be removed from the register of Input Shares maintained by or on behalf of the Company; and (iii) Bridgeway will be, and be deemed to be, the transferee of such Input Shares (free and clear of all Liens) and will be entered in the register of Input Shares maintained by or on behalf of the Company.
- (e) Each Input Share outstanding immediately prior to the Effective Time, other than (i) an Input Share held by a Dissenting Holder who has validly exercised such holder’s Dissent Right, and (ii) an Input Share held by Bridgeway or any affiliate thereof, will be, and be deemed to have been, assigned and transferred, without any further act of formality, by the holder thereof to Bridgeway (free and clear of all Liens) in exchange for the applicable Consideration for each Input Share held, and (i) the holders of such Input Shares will cease to be the holders thereof and to have any rights as holders of such Input Shares other than the right to be paid the Consideration per Input Share in accordance with this Plan of Arrangement; (ii) such holders’ names will be

removed from the register of Input Shares maintained by or on behalf of the Company; and (iii) Bridgeway will be, and be deemed to be, the transferee of such Input Shares (free and clear of all Liens) and will be entered in the register of the Input Shares maintained by or on behalf of the Company.

Arrangement Mechanics

Depository Agreement

Prior to the Effective Date, Bridgeway, Input and the Depository will enter into the Depository Agreement. Pursuant to the Depository Agreement and the Arrangement Agreement, prior to the Effective Date, Bridgeway is required to deposit or arrange to be deposited, for the benefit of Input Shareholders and holders of In-the-Money Input Options, cash with the Depository in the aggregate amount of the Consideration and the In-the-Money Option Consideration required by the Plan of Arrangement.

Procedure for Delivery of Input Shares in Exchange for the Consideration

Bridgeway will, following receipt by Input of the Final Order and prior to the Effective Time, deposit in escrow with the Depository sufficient cash to satisfy the Consideration and the In-the-Money Option Consideration (other than in respect of Input Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection).

After the Effective Date, certificates formerly representing Input Shares which are held by an Input Shareholder will, except for Input Shares held by Dissenters, represent only the right to receive the Consideration payable therefor pursuant to, and in accordance with the terms of, the Plan of Arrangement.

In the case of Dissenters, certificates formerly representing Input Shares will represent only the right to receive the fair value of such Input Shares formerly represented by such certificates. Pursuant to the Plan of Arrangement, Dissenters who are paid the fair value of their Input Shares will be deemed to have transferred those Input Shares to Bridgeway at the Effective Time, notwithstanding the provisions of section 184 of the BCA. Dissenters who, after the Effective Time, withdraw their objection to the Arrangement by notice in writing to Input or who are otherwise for any reason not entitled to be paid the fair value of their Input Shares will be treated as if they had participated in the Arrangement on the same basis as non-Dissenters.

Registered Input Shareholders

In order for a registered Input Shareholder to receive the Consideration, the enclosed Letter of Transmittal must be completed and returned together with the original certificate or certificates representing the Input Shares of such registered Input Shareholder (and any other reasonably required instrument, document or payment) to the Depository at the office specified in the Letter of Transmittal. Upon receipt by the Depository of the applicable Letter of Transmittal and all related materials from a registered Input Shareholder as soon as practicable after the Effective Date, the Depository will issue and forward a cheque representing the aggregate Consideration payable to such registered Input Shareholder under the Plan of Arrangement.

Input Shareholders that did not submit an effective Letter of Transmittal prior to the Effective Date may take delivery of the Consideration issuable to them by delivering the original certificates representing Input Shares or Input Shares formerly held by them to the Depository at the offices indicated in the Letter of Transmittal. Such original certificates must be accompanied by a duly completed Letter of Transmittal, together with such other documents as the Depository may require. Cheques representing the aggregate Consideration payable to such Input Shareholder shall be issued by the Depository and delivered to the address or addresses as such Input Shareholder directed in their Letter of Transmittal as soon as reasonably practicable after receipt by the Depository of the required original certificates and documents, provided that if the Letter of Transmittal does not specify an address, the Depository shall forward or cause to be forwarded by first class mail the aggregate Consideration payable to the Input Shareholder at the address of such Input Shareholder as shown on the share register maintained by Input as at the Effective Time.

Input Shareholders are cautioned that the use of mail to transmit original share certificates and related material is at each Input Shareholder's own risk. Input recommends that such certificates and documents be delivered to the Depository through registered mail with return receipt and that appropriate insurance be obtained.

Delivery of Input Option Consideration

Immediately following the Effective Time, each In-The-Money Input Option that is outstanding and has not been duly exercised prior to the Effective Time, without any further action by or on behalf of any holder of an In-The-Money Input Option and without any payment, and subject to (for greater certainty) applicable withholdings and other source deductions in accordance with the Arrangement Agreement, shall be disposed of to Input in consideration for a cash payment by Input equal to the product of (i) the In-the-Money Option Consideration; and (ii) the number of Input Shares underlying each such In-The-Money Input Option. Each In-The-Money Input Option issued and outstanding immediately prior to the Effective Time shall thereafter be immediately cancelled. Bridgeway shall, following receipt of the Final Order and on the Business Day immediately prior to the date on which the Parties expect to file the Articles of Arrangement with the Director, send the aggregate In-the-Money Option Consideration to the Depositary in accordance with the Plan of Arrangement.

Letter of Transmittal

Bridgeway, subject to the consent of the Depositary, reserves the right to waive or not to waive any and all errors or other deficiencies in any Letter of Transmittal or other document and any such waiver or non-waiver will be binding upon the affected Input Shareholders. The granting of a waiver to one or more Input Shareholders does not constitute a waiver for any other Input Shareholders. Input and Bridgeway reserve the right to demand strict compliance with the terms of the Letter of Transmittal and the Arrangement. The method used to deliver the Letter of Transmittal and any accompanying original certificates representing Input Shares, as applicable, is at the option and risk of the holder surrendering them, and delivery will be deemed effective only when such documents are actually received by the Depositary. Input recommends that the necessary documentation be delivered to the Depositary through the use of registered mail with return receipt requested, and with proper insurance obtained.

Beneficial Input Shareholders

Input Shareholders whose Input Shares are registered in the name of an Intermediary must contact that Intermediary as the Intermediary will be responsible for completing the relevant documents to exchange the Input Shares of such beneficial Input Shareholder for the aggregate Consideration to which such beneficial Input Shareholder is entitled pursuant to the Arrangement.

Cancellation

Any original certificate formerly representing Input Shares that is not deposited with all other required documents on or before the day prior to the sixth anniversary of the Effective Date will cease to represent a right or claim of any kind or nature including the right of the previous Input Shareholder to receive the Consideration. In such case, the Consideration shall be returned to Bridgeway.

Lost Certificates

In the event that any original certificates which immediately prior to the Effective Time represented one or more Input Shares which were exchanged for Consideration have been lost, stolen or destroyed, the Letter of Transmittal should be completed as fully as possible and forwarded, together with an affidavit declaring and claiming such certificate to be lost, stolen or destroyed, to the Depositary. The Depositary will respond with the replacement requirements (which may include a bonding requirement) that must be properly completed and returned prior to the Depositary delivering in exchange for such lost, stolen or destroyed certificate, the Consideration which such Input Shareholder is entitled to receive in accordance with the Plan of Arrangement. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Input Shareholder to whom cash is to be delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to Bridgeway, Input and the Depositary in such amount as Bridgeway, Input and the Depositary may direct, or otherwise indemnify Bridgeway, Input and the Depositary in a manner satisfactory to Bridgeway, Input and the Depositary, against any claim that may be made against Bridgeway, Input or the Depositary with respect to the original certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the by-laws of Bridgeway and Input, as the case may be.

Effective Date

The Arrangement will become effective on the date shown on the Certificate of Arrangement to be endorsed by the Director on the Articles of Arrangement in accordance with the BCA.

Interest of Certain Persons in the Arrangement

In considering the recommendation of the Input Board, Input Shareholders should be aware that directors and senior officers of Input may have interests in the Arrangement or may receive benefits that differ from, or be in addition to, the interests of Input Shareholders generally. Other than the interests and benefits described in this Circular, none of the directors or senior officers of Input or, to the knowledge of the directors and executive officers of Input, any of their respective associates or affiliates, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise in any matter to be acted upon in connection with the Arrangement or that would materially affect the Arrangement.

All benefits received, or to be received, by directors, officers or employees of Input as a result of the Arrangement are, and will be, solely in connection with their services as directors, officers or employees of Input. No benefit has been, or will be, conferred for the purpose of increasing the value of consideration payable to any such person for the Input Shares held by such persons and no consideration is, or will be, conditional on the person supporting the Arrangement.

Input Shares

As of August 25, 2020, to the knowledge of Input, the directors and senior officers of Input held, in the aggregate, 17,120,898 Input Shares. Pursuant to the Input Voting Agreements, all of the directors and senior officers of Input have agreed with Bridgeway to vote any Input Shares they hold in favour of the Arrangement Resolution. Any Input Shares held by such persons prior to the Effective Time will be treated in the same fashion under the Arrangement as Input Shares held by any other Input Shareholder.

Input Options

As August 25, 2020, to the knowledge of Input, there were a total of 3,419,100 Input Options all of which are held by Input employees and senior officers. All of the holders of Input Options have entered into Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among things, vote any Input Shares which are under option pursuant to such Input Options in favour of the Arrangement Resolution if such Input Options are exercised prior to the Input Meeting.

New Employment Agreements

Each of the Key Employees will enter into new employment agreements with Input. These new employment agreements do not provide for any increase to the base salary of any of the Key Employees from those salaries in effect prior to the Effective Time. These new employment agreements will contain customary provisions respecting employment duties, terms of employment, compensation, options, restricted stock units, vacation time, expenses and benefits, reporting obligations, confidentiality, non-competition, non-solicitation, intellectual property, moral rights, corporate policies, termination, and indemnity.

Cash Payments to Directors and Senior Officers Pursuant to Input Options

The table below sets out for each director and senior officer of Input, based on certain assumptions: (i) the number of Input Shares held, (ii) the number of Input Options held, directly and indirectly, and (iii) the amount of cash payable pursuant to the Arrangement for the Input Shares and the Input Options held by each of the directors and senior officers of Input, in each case as at August 25, 2020.

Name	Number of Input Shares Held	Number of Input Options Held	Number of Input DSUs Held	Potential Pre-Tax Cash Payment under the Arrangement (\$)
Doug Emsley	11,650,481	907,200	0	20,484,584
Brad Farquhar	3,227,936	816,500	0	5,735,513
Gord Nystuen	1,609,926	725,700	0	2,894,356
David Brown	170,000	0	373,576	951,258
David Laidley	320,526	0	373,576	1,214,679
Lorne Hepworth	142,630	0	335,440	836,623

Sources of Funds for the Arrangement

The Arrangement will be consummated by Bridgeway utilizing a mix of debt and equity. The equity component of the proceeds is being provided by Bridgeway pursuant to an equity commitment from its former parent company (a U.S. based family office). The debt component of the transaction is being provided by a U.S. based non-bank lender that the management team at Bridgeway has worked with in the past. Upon ascertaining certainty of closing, Bridgeway will escrow the proceeds required to consummate the Arrangement into an interest-bearing escrow account (any interest accrued for the benefit of Bridgeway) in order to ensure a seamless closing of the Arrangement.

Required Approvals

The Arrangement is proposed to be carried out pursuant to section 186.1 of the BCA. The following procedural steps must be taken for the Arrangement to become effective:

- a. the Arrangement Resolution must be approved by the Input Shareholders at the Input Meeting in the manner required by the Interim Order;
- b. the Arrangement must be approved by the Court pursuant to the Final Order;
- c. all other conditions precedent to the Arrangement must be satisfied or waived by the relevant party; and
- d. the Final Order, Articles of Arrangement and related documents, in the form prescribed by the BCA, must be filed with the Director.

Input Shareholder Approval

In order for the Arrangement to be effected, Input Shareholders will be asked to consider and, if thought appropriate, approve the Arrangement Resolution. The Arrangement Resolution must be approved by not less than 66²/₃% of the votes cast by the Input Shareholders who vote in respect of the Arrangement Resolution in person or by proxy at the Input Meeting. The Arrangement does not require minority approval under MI 61-101 because it does not constitute a “business combination” within the meaning of MI 61-101.

The text of the Arrangement Resolution and Plan of Arrangement are attached to this Circular as Appendices B and C, respectively.

Pursuant to the Input Voting Agreements, each member of the Insider Group has agreed to vote their respective Input Shares in favour of the Arrangement Resolution. In addition, all of the holders of Input Options have entered into Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among things, vote any Input Shares which are under option pursuant to such Input Options in favour of the Arrangement Resolution if such Input Options are exercised prior to the Input Meeting. See “*The Arrangement – Required Approvals – Input Voting Agreements*”.

Minority Approval and Multilateral Instrument 61-101

Input is a reporting issuer in Ontario and listed on the TSXV. Accordingly, Input is subject to MI 61-101, which is intended to regulate certain transactions to ensure equality of treatment among security holders, generally by requiring enhanced disclosure, approval by a majority of security holders excluding interested or related parties and, in certain instances, independent valuations and approval and oversight of the transaction by a special committee of independent directors. Among other things, the protections of MI 61-101 generally apply to “business combinations” (as defined in MI 61-101 for the purposes of this section of the Circular) such as the Arrangement which terminate the interests of security holders without their consent.

MI 61-101 provides that, in certain circumstances, a business combination will be subject to certain minority approval requirements. In determining whether minority approval of Input Shareholders for the Arrangement has been obtained for the purposes of MI 61-101, Input must exclude the votes attaching to the Input Shares beneficially owned or controlled by “interested parties” and their “related parties” and “joint actors” (all as defined in MI 61-101 for the purposes of this section of the Circular). MI 61-101 also provides that related parties who receive a collateral benefit are considered to be interested parties. Generally speaking, “related parties” include directors, senior officers and control persons of an issuer for the purposes of MI 61-101.

A collateral benefit, as defined under MI 61-101, includes any benefit that a related party of an issuer (which includes the directors and senior officers of the issuer) is entitled to receive as a consequence of the business combination, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities, or other enhancement in benefits related to past or future services as an employee, director or consultant of the issuer. However, MI 61-101 excludes from the meaning of collateral benefit certain benefits to a related party received solely in connection with the related party’s services as an employee, director or consultant of an issuer or an affiliated entity of the issuer or a successor to the business of the issuer where, among other things: (a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction, (b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner, (c) full particulars of the benefit are disclosed in the disclosure document for the transaction, and (d)(i) at the time the transaction was agreed to, the related party and its associated entities beneficially own or exercise control or direction over, less than 1% of the “outstanding securities” (as defined in MI 61-101 for the purposes of this section of the Circular) of the issuer or (ii) an independent committee, acting in good faith, determines that the value of the collateral benefit, net of any offsetting costs to the related party, is less than 5% of the value of the consideration the related party expects to receive under the terms of the transaction.

Input is not required to obtain minority approval under MI 61-101 as no related party is receiving a collateral benefit. All of the directors and officers of Input, other than Messrs. Doug Emsley, Brad Farquhar and Gord Nystuen, own less than 1% of the outstanding securities of Input. Accordingly, all of these individuals (other than Messrs. Doug Emsley, Brad Farquhar and Gord Nystuen) will not be considered to receive collateral benefits under MI 61-101. Additionally, as determined by the independent directors of Input, none of Messrs. Doug Emsley, Brad Farquhar and Gord Nystuen will receive a collateral benefit (net of any offsetting costs to the related party) greater than 5% of the value of the consideration each expects to receive under the terms of the Arrangement. The benefits Messrs. Doug Emsley, Brad Farquhar and Gord Nystuen will receive if the Arrangement is completed are more fully described above under “*The Arrangement – Interest of Certain Persons in the Arrangement*”.

Input is not required to obtain a formal valuation under MI 61-101 as the transaction does not constitute a “business combination” within the meaning of MI 61-101 and in any event Input would be exempt from the requirement to obtain a formal valuation on the basis that the Input Shares are listing on the TSXV and not on any stock exchange referred to in paragraph 404(a) of MI 61-101.

To the knowledge of the directors and executive officers of the Company, after reasonable enquiry, there have been no “prior valuations” (as defined in MI 61-101) prepared in respect of Input within the 24 months preceding the date of this Circular.

Input Voting Agreements

Concurrent with entering into the Arrangement Agreement, each member of the Insider Group and each holder of Input Options, who together beneficially own, directly or indirectly, or exercise control or direction over, as a group, an aggregate of 17,120,898 Input Shares representing approximately 32% of the issued and outstanding Input Shares on a non-diluted basis, and all of the holders of Input Options, who together own 3,419,100 Input Options representing 100% of the outstanding Input Options, have each entered into an Input Voting Agreement with Bridgeway, whereby each has agreed to, among other things vote or to cause to be voted the Input Shares or Input Shares acquired upon exercise of the Input Options (as the case may be) held by such Person, in favour of the Arrangement Resolution and any other matter necessary for the consummation of the Arrangement at the Input Meeting.

Nothing in the Input Voting Agreements affects the ability of a director or executive officer of Input from exercising or fulfilling his or her fiduciary duties as a director or officer of Input.

Each Input Voting Agreement shall automatically terminate upon the earlier of the termination of the Arrangement Agreement in accordance with its terms (including if Input terminates the Arrangement Agreement to enter into a Superior Proposal). Each Input Voting Agreement may also be terminated in certain other circumstances.

Court Approval and Completion of the Arrangement

An arrangement of a company under the BCA requires sanction by the Court. On August 25, 2020, Input obtained the Interim Order providing for the calling and holding of the Input Meeting and other procedural matters. A copy of the Interim Order and the Originating Application for the Final Order are attached to this Circular as Appendix E and Appendix F, respectively.

If the Arrangement Resolution is approved by the Input Shareholders at the Input Meeting in the manner required by the Interim Order, Input will apply to the Court to obtain the Final Order. The hearing in respect of the Final Order is scheduled to take place at the Saskatchewan Court of Queen's Bench located at 520 Spadina Crescent East, Saskatoon, Saskatchewan on September 28, 2020, at 10:00 a.m. (Saskatchewan time), or as soon after such time as counsel may be heard. Any Input Shareholders wishing to appear in person or to be represented by counsel at the hearing of the motion for the Final Order may do so but must comply with certain procedural requirements described in the Interim Order, including filing an appearance with the Court and serving same upon Input and Bridgeway via their respective counsel on or before 4:00 p.m. (Saskatchewan time), September 21, 2020.

The Court has broad discretion under the BCA when making orders with respect to arrangements. The Court, when hearing the motion for the Final Order, will consider, among other things, the fairness of the Arrangement to the Input Shareholders. The Court may approve the Arrangement in any manner it may direct and determine appropriate.

Once the Final Order is granted and the other conditions contained in the Arrangement Agreement are satisfied or waived to the extent legally permissible, the Articles of Arrangement will be filed with the Director for issuance of the Certificate of Arrangement giving effect to the Arrangement.

Stock Exchange Listings and Reporting Issuer Status

The Input Shares are currently listed on the TSXV under the symbol "INP". Input expects that the Input Shares will be de-listed from the TSXV on or following the Effective Date. Following the Effective Date, Input will also seek exemptive relief to be deemed to have ceased to be a reporting issuer under the securities legislation of each of the provinces in Canada under which it is currently a reporting issuer (or equivalent) or take or cause to be taken such other measures as may be appropriate to ensure that Input is not required to prepare and file its own continuous disclosure documents.

If the Arrangement Resolution is not approved by the Input Shareholders, or if the Arrangement is not completed for any other reason, Input Shareholders will not receive the consideration to which they are entitled under the Plan of Arrangement and Input will remain a reporting issuer and the Input Shares will continue to be listed on the TSXV. See "*Risk Factors – Risk Factors Relating to the Arrangement*".

RISK FACTORS

In evaluating the Arrangement, Input Shareholders should carefully consider, in addition to the other information contained in this Circular, the risks and uncertainties described below before deciding to vote in favour of the Arrangement.

Risk Factors Relating to the Arrangement

There can be no certainty that all conditions to the Arrangement will be satisfied. Failure to complete the Arrangement could negatively impact the price of the Input Shares or otherwise adversely affect the business of Input.

The completion of the Arrangement is subject to a number of conditions, certain of which are outside the control of Input, including Input Shareholder Approval and receipt of the Final Order. There can be no certainty, nor can Input provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

If the Arrangement is not completed, the market price of the Input Shares may decline to the extent that the market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Input Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the Consideration.

Certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Input even if the Arrangement is not completed.

In addition, since the completion of the Arrangement is subject to uncertainty, officers and employees of Input may experience uncertainty about their future roles with Input. This may adversely affect Input's ability to attract or to retain key management and personnel in the period until the Arrangement is completed or terminated.

The Company Termination Fee provided under the Arrangement Agreement if the Arrangement Agreement is terminated in certain circumstances may discourage other parties from attempting to acquire Input.

Under the Arrangement Agreement, Input is required to pay a termination fee equal to 3% of the aggregate Consideration in the event the Arrangement Agreement is terminated in certain circumstances following the occurrence of certain events. The Company Termination Fee may discourage other parties from attempting to acquire the Input Shares, even if those parties would otherwise be willing to offer greater value than that offered under the Arrangement. See "Arrangement Agreement — Termination and Termination Fees".

If Input is unable to complete the Arrangement or if completion of the Arrangement is delayed, there could be an adverse effect on Input's business, financial condition and operating results and the price of the Input Shares.

The completion of the Arrangement is subject to the satisfaction of numerous closing conditions, including Input Shareholder Approval and receipt of the Final Order. A substantial delay in obtaining satisfactory approvals and/or the imposition of unfavourable terms or conditions in the approvals to be obtained could result in the termination of the Arrangement Agreement. If (a) Input Shareholders choose not to approve the Arrangement, (b) Input otherwise fails to satisfy, or fails to obtain a waiver of the satisfaction of, the closing conditions to the transaction and the Arrangement is not completed, (c) a Material Adverse Effect has occurred that results in the termination of the Arrangement Agreement, or (d) any legal proceeding results in enjoining the transactions contemplated by the Arrangement, Input could be subject to various adverse consequences, including that Input would remain liable for significant costs relating to the Arrangement, including, among others, legal, accounting, financial advisory and financial printing expenses.

Even if the Arrangement Agreement is terminated without payment of the Company Termination Fee, Input may, in the future, be required to pay the Company Termination Fee in certain circumstances.

Under the Arrangement Agreement, Input may be required to pay the Company Termination Fee to Bridgeway at a date subsequent to the termination of the Arrangement Agreement if Input or Bridgeway terminates the Arrangement Agreement due to a failure to obtain Input Shareholder Approval at the Input Meeting, where (i) a *bona fide* Acquisition Proposal has been publicly announced or made publicly (other than by Bridgeway or an affiliate thereof) prior to the

Input Meeting and has not been publicly withdrawn more than 10 Business Days prior to the Input Meeting and Input enters into an agreement with respect to a Superior Proposal..

Input's directors and executive officers may have interests in the Arrangement that are different from those of the Input Shareholders.

In considering the recommendation of the Input Board to vote in favour of the Arrangement Resolution, Input Shareholders should be aware that certain directors and executive officers of Input may have agreements or arrangements that provide them with interests in the Arrangement that differ from, or are in addition to, those of Input Shareholders, generally. See “*The Arrangement – Interest of Certain Persons in the Arrangement*”.

102109637 Saskatchewan Ltd. is a special purpose entity and Bridgeway requires third party financing to consummate the Arrangement.

As of the date of this Circular, Bridgeway requires third party financing in order to consummate the Arrangement. While it is not a condition precedent to the consummation of the Arrangement that the third party financing be completed, if Bridgeway fails to complete such third party financing Bridgeway may not be able to complete the Arrangement even if all of the conditions to closing in the Arrangement Agreement have been satisfied or waived.

102109637 Saskatchewan Ltd. is a special purpose entity and, prior to completion of the Arrangement (if it occurs), it will not have material assets. While Bridgeway National Corp. is jointly and severally liable for the obligations of 102109637 Saskatchewan Ltd. pursuant to the Arrangement Agreement, Bridgeway may not be able to fully satisfy and discharge the obligations of the 102109637 Saskatchewan Ltd. or itself required pursuant to the Arrangement Agreement.

Bridgeway is required to pay a termination fee equal to 3% of the aggregate Consideration in the event the Arrangement Agreement is terminated in certain circumstances following the occurrence of certain events (including failure to obtain third party financing); however, there is no guarantee that Bridgeway will pay the termination fee and Input may not be successful in recovering a monetary remedy from Bridgeway or any other remedy available at law.

Risk Factors Related to the Business of Input

Whether or not the Arrangement is completed, Input will continue to face many of the risks that it currently faces with respect to its business and affairs. A description of the risk factors (incorporated by reference into this Circular) applicable to Input is contained under the heading “*Risk Factors*” in Input’s continuous disclosure filings with the Securities Authorities.

ARRANGEMENT AGREEMENT

The Arrangement Agreement and the Plan of Arrangement are the legal documents that govern the Arrangement. This section of the Circular describes the material provisions of the Arrangement Agreement but does not purport to be complete and may not contain all of the information about the Arrangement Agreement that is important to you. This summary is qualified in its entirety by the Arrangement Agreement and the Plan of Arrangement, which are available on SEDAR at www.sedar.com. We encourage you to read the Arrangement Agreement in its entirety. The Arrangement Agreement establishes and governs the legal relationship between Input and Bridgeway with respect to the transactions described in this Circular. It is not intended to be a source of business or operational information about Input or Bridgeway.

Final Order

If the Interim Order is obtained and the Arrangement Resolution is passed at the Input Meeting as provided for in the Interim Order, the Company will take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Section 186.1(4)(e) of the BCA, as soon as reasonably practicable, but in any event not later than five Business Days after the Arrangement Resolution is passed at the Input Meeting.

Court Proceedings

In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, or otherwise in connection with the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement, the Company will:

- (a) diligently pursue obtaining the Interim Order and the Final Order;
- (b) provide Bridgeway and its legal counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give reasonable consideration to such comments;
- (c) provide legal counsel to Bridgeway on a timely basis with copies of any notice of appearance, evidence or other documents served on the Company or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal therefrom, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;
- (d) ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of the Arrangement Agreement and the Plan of Arrangement;
- (e) not file any material with the Court in connection with the Arrangement or serve any such material, or agree to modify or amend any material so filed or served, except as contemplated by the Arrangement Agreement or with Bridgeway's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed provided Bridgeway is not required to agree or consent to any increase in the consideration payable pursuant to the Arrangement Agreement or other modification or amendment to such filed or served materials that expands or increases Bridgeway's obligations, or diminishes or limits Bridgeway's rights, set forth in any such filed or served materials or under the Arrangement Agreement;
- (f) oppose any proposal from any Person that the Final Order contain any provision inconsistent with the Arrangement Agreement, and if required by the terms of the Final Order or by Law to return to Court with respect to the Final Order do so only after notice to, and in consultation and cooperation with, Bridgeway; and
- (g) not object to legal counsel to Bridgeway making such submissions on the application for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that such submissions are consistent with the Arrangement Agreement and the Company's obligations in the Arrangement Agreement and provided further that the Company and its legal counsel are advised of the nature of any such submissions prior to the hearing.

Articles of Arrangement and Effective Date

The Articles of Arrangement will implement the Plan of Arrangement. Provided that Bridgeway is in compliance with its obligations under the Arrangement Agreement (including payment of sufficient funds to the Depositary), the Company will file the Articles of Arrangement with the Director no later than the third Business Day after the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Part 6 of the Arrangement Agreement, unless another time or date is agreed to in writing by the Parties.

Representations and Warranties

The Arrangement Agreement contains customary representations and warranties made by each of Input and Bridgeway. The assertions embodied in those representations and warranties are solely for the purposes of the Arrangement Agreement. Certain representations and warranties may not be accurate or complete as of any specified date because they are qualified by certain disclosure provided by Input to Bridgeway or are subject to a standard of materiality or are qualified by a reference to Material Adverse Effect.

The Arrangement Agreement contains a number of customary representations and warranties provided by Input and Bridgeway relating to organizational and business matters including with respect to: *Corporate Existence and Power, Corporate Records, Corporate Authorization, Governmental Authorization, Non-Contravention, Capitalization, Shareholders' and Similar Agreements, Subsidiaries, Securities Laws Matters, Disclosure Controls and Procedures, Internal Control Over Financial Reporting, Auditor Termination, Financial Statements, Financial Information, Absence of Certain Changes, No Undisclosed Liabilities, Compliance with Laws, Regulatory Compliance, Litigation, Taxes, Company Plans, Collective Agreements, Employees, Environmental Matters, Real and Leased Property, Personal Property, Intellectual Property, Privacy, Indebtedness, Solvency, Absence of Defaults, Insurance, Related Party Transactions, Board Approval, Restrictions on Business Activities, Finders' Fees, Part IX, Competition Act, United States Securities Laws, Money Laundering Laws and Full Disclosure.*

In addition, the Arrangement Agreement contains customary representations and warranties provided by Bridgeway to Input including with respect to: *Organization and Qualification, Corporate Authorization, Execution and Binding Obligation, Governmental Authorization, Non-Contravention, Litigation, Funds Available, No Material Change and Warranties of the Company*

Covenants

Covenants of Input Regarding the Conduct of Business

The Arrangement Agreement contains a number of covenants of Input relating to:

- the conduct of Input's business between the date of execution of the Arrangement Agreement and the Effective Time, including that the business of Input will be conducted in the ordinary course; and
- Input using reasonable commercial efforts to preserve intact the current business organization of the Company, keep available the services of the present senior officers of the Company, and maintain good relations with, and the goodwill of, Persons having business relationships with the Company and, except with the prior written consent of Bridgeway.

Shareholders should refer to the Arrangement Agreement for details regarding the additional negative and affirmative covenants given by Input in relation to the conduct of its business prior to the Effective Time, which include, among other things, covenants by the Company not to, without the consent of Bridgeway and subject to certain exceptions: (a) amend constating documents; (b) split, combine or reclassify any shares or amend any term of any outstanding debt security of the Company; (c) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of capital stock of the Company; (d) issue, grant, deliver, sell, pledge or otherwise encumber (or authorizing the same) of any shares of any securities of the Company, except for the issuance of shares issuable upon the exercise of the currently outstanding options; (e) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses other than in the Ordinary Course; (f) reduce the stated capital of the shares of the Company; (g) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Company and (h) sell, pledge, lease, dispose of, abandon, let lapse, lose the right to use, mortgage, license, encumber or otherwise dispose of or transfer any assets of the Company other than in the Ordinary Course.

Shareholders should refer to Part 4 of the Arrangement Agreement for additional negative and affirmative covenants given by Input.

Covenants of Input Regarding the Arrangement

The Arrangement Agreement contains covenants of Input relating to the Arrangement, including the following covenants that Input will:

- (a) use all commercially reasonable efforts to satisfy all conditions precedent in the Arrangement Agreement and take all steps set forth in the Interim Order and Final Order applicable to it;

- (b) use all commercially reasonable efforts to effect all necessary, or in the reasonable opinion of Bridgeway advisable, registrations, filings and submissions of information required by Governmental Entities from the Company, in connection with the Arrangement and keep Bridgeway reasonably informed as to the status of all proceedings relating to obtaining all necessary approvals of such Governmental Entities, including providing copies of all applications and notifications;
- (c) use all commercially reasonable efforts to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or the Arrangement Agreement; and
- (d) not take any action, or refrain from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement.

Shareholders should refer to Part 4 of the Arrangement Agreement for additional negative and affirmative covenants given by Input.

Covenants of Bridgeway Regarding the Arrangement

The Arrangement Agreement contains covenants of Bridgeway relating to the Arrangement, including the following covenants:

- (a) use all commercially reasonable efforts to satisfy all conditions precedent in the Arrangement Agreement (including assisting the Company to diligently pursue obtaining the Interim Order and the Final Order) and take all steps set forth in the Interim Order and Final Order applicable to it;
- (b) use all commercially reasonable efforts to assist the Company in obtaining the consents, waivers, permits, exemptions, orders, agreements, amendments or confirmations referred to the Arrangement Agreement;
- (c) use all commercially reasonable efforts to effect all necessary, or in the opinion of Bridgeway advisable, registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement;
- (d) use all commercially reasonable efforts to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or the Arrangement Agreement; and
- (e) not take any action, or refrain from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or the Arrangement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement.

While financing is not a condition to the Arrangement becoming effective, Bridgeway is obtaining Equity Financing and/or Debt Financing in connection with its acquisition of Input Shares under the Arrangement. Accordingly, the Arrangement Agreement contains covenants of Bridgeway relating to the Arrangement, including that they will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to arrange and obtain the Equity Financing and Debt Financing on the terms and conditions contained in the Commitment Letters, including using its commercially reasonable efforts to: (a) maintain in effect the Commitment Letters in accordance with their terms; (b) negotiate and enter into the definitive agreements; (c) satisfy or obtain the waiver of all conditions to funding in the Commitment Letters and/or definitive agreements, as applicable, to enable the consummation of the obtaining Equity Financing and/or Debt Financing at or prior to the Effective Time; and (d) enforce its rights under the Commitment Letters in the event of a breach that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Arrangement Agreement. Shareholders should refer to Part 4 of the Arrangement Agreement for additional negative

and affirmative covenants given by Bridgeway in respect of its financings.

Shareholders should refer to Part 4 of the Arrangement Agreement for additional negative and affirmative covenants given by Bridgeway.

Non-Solicitation

Covenants Regarding Non-Solicitation

Except as expressly provided in Part 5 of the Arrangement Agreement, Input will not, directly or indirectly, through any officer, director, employee, representative (including any financial or other adviser) or agent of Input, or otherwise, and will not permit any such Person to:

- (a) solicit, assist, initiate, knowingly 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 entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (b) enter into or otherwise engage or participate in any substantive discussions or negotiations with any Person (other than Bridgeway and its affiliates) regarding any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to, an Acquisition Proposal it being acknowledged and agreed that the Company may communicate with any Person for the purposes of clarifying the terms of any proposal, advising such Person of the restrictions of the Arrangement Agreement or advising such Person that their proposal does not constitute a Superior Proposal and is not reasonably expected to constitute, lead to or result in a Superior Proposal;
- (c) withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, the Input Board Recommendation;
- (d) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any publicly disclosed Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than five Business Days following such public announcement or public disclosure will not be considered to be in violation of Section 5.1 of the Arrangement Agreement provided the Input Board has rejected such Acquisition Proposal and affirmed the Input Board Recommendation before the end of such five Business Day period (or in the event that the Input Meeting is scheduled to occur within such five Business Day period, prior to the third Business Day prior to the date of the Input Meeting)); or
- (e) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal.

Notification of Acquisition Proposals

If the Company receives or otherwise becomes aware of any written or oral inquiry, proposal or offer that constitutes or could reasonably be expected to lead to or result in an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company in connection with an Acquisition Proposal, the Company will immediately notify Bridgeway, at first orally, and then promptly and in any event within 24 hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and will provide Bridgeway, with copies of all written documents, correspondence or other material received in respect of, from or on behalf of any such Person. The Company will keep Bridgeway informed on a current basis of the status of developments and (to the extent permitted) negotiations with respect to any Acquisition Proposal, or any inquiry, proposal, offer or request which could reasonably be expected to lead to or result in an Acquisition Proposal, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request

and will provide to Bridgeway and its counsel copies of all material or substantive correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence sent or communicated to the Company by or on behalf of any Person making any such Acquisition Proposal, inquiry, proposal, offer or request.

Responding to an Acquisition Proposal

Notwithstanding the non-solicitation covenant, if at any time prior to obtaining the shareholder approval of the Arrangement Resolution, the Company receives a written Acquisition Proposal, the Company may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of information, properties, facilities, books or records of the Company, if and only if:

- (a) the Input Board first determines in good faith, after completing a financial review and consultation with its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal, and, after consultation with its outside legal counsel, that the failure to engage in such discussions or negotiations would be inconsistent with the fiduciary duties of such directors under applicable Law;
- (b) such Person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction;
- (c) the Company has been, and continues to be, in compliance with its obligations under Part 5 of the Arrangement Agreement;
- (d) prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person and any such copies, access or disclosure provided to such Person will have already (or simultaneously be) provided to Bridgeway; and
- (e) the Company shall have met notice and information obligations owed to Bridgeway.

Right to Match

If the Company receives an Acquisition Proposal that would reasonably be expected to constitute a Superior Proposal prior to the approval of the Arrangement Resolution by shareholders, the Input Board (or any committee thereof) may enter into a definitive agreement with respect to such Superior Proposal or withdraw or modify the Input Board Recommendation, if and only if:

- (a) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction;
- (b) the Company has been, and continues to be, in compliance with its obligations under Part 5 of the Arrangement Agreement;
- (c) the Company has delivered to Bridgeway a written notice of the determination of the Input Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Input Board to enter into such definitive agreement or withdraw or modify the Input Board Recommendation with respect to such Superior Proposal (the “**Superior Proposal Notice**”);
- (d) the Company has provided Bridgeway a copy of the proposed definitive agreement for the Superior Proposal;
- (e) at least five Business Days (the “**Matching Period**”) have elapsed from the date that is the later of the date on which Bridgeway received the Superior Proposal Notice and the date on which Bridgeway received all of the materials required by the Arrangement Agreement;

- (f) during any Matching Period, Bridgeway has had the opportunity (but not the obligation) to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal; and
- (g) prior to entering into such definitive agreement, the Company terminates the Arrangement Agreement pursuant to its terms including payment to Bridgeway of the Company Termination Fee.

Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Input Shareholders or other material terms or conditions thereof will constitute a new Acquisition Proposal, and Bridgeway will be afforded a new five Business Day Matching Period from the later of the date on which Bridgeway received the Superior Proposal Notice and the date on which Bridgeway received all of the materials required under the Arrangement Agreement with respect to the new Superior Proposal from the Company.

If the Company provides a Superior Proposal Notice to Bridgeway after a date that is less than five Business Days before the Input Meeting, the Company will either proceed with or will postpone the Input Meeting to a date that is not more than five Business Days after the scheduled date of the Input Meeting, as directed by Bridgeway.

Conditions to the Arrangement Becoming Effective

Mutual Conditions

The obligations of the parties to complete the Arrangement are subject to the fulfilment of each of the following conditions on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

- (a) **Arrangement Resolution.** The Arrangement Resolution has been approved and adopted by the Input Shareholders at the Input Meeting in accordance with the Interim Order and applicable Laws.
- (b) **Interim and Final Order.** Each of the Interim Order and the Final Order have been obtained on terms consistent with the Arrangement Agreement and have not been set aside or modified in a manner unacceptable to either the Company or Bridgeway, each acting reasonably, on appeal or otherwise.
- (c) **Illegality.** No Law will have been enacted, made or issued that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company or Bridgeway from consummating the Arrangement.
- (d) **No Legal Action.** There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person) known to Bridgeway or the Company to be pending or threatened in any jurisdiction to: cease trade, enjoin, prohibit, or impose any limitations, damages or conditions on, Bridgeway's ability to acquire, hold or exercise full rights of ownership over, any Input Shares, including the right to vote the Input Shares; prohibit, restrict or impose terms or conditions on the Arrangement, or the ownership or operation by Bridgeway of the business or assets of Bridgeway, its affiliates and related entities, the Company or any of the Company's related entities, or compel Bridgeway to dispose of or hold separate any of the business or assets of Bridgeway, its affiliates and related entities, the Company or any of the Company's related entities as a result of the Arrangement; or prevent or materially delay the consummation of the Arrangement, or if the Arrangement were to be consummated, have a Material Adverse Effect.
- (e) **Regulatory Approvals.** All Authorizations will have been obtained or concluded or, in the case of waiting or suspensory periods, expired or been terminated.
- (f) **Governmental Entity Action.** No Governmental Entity will have enacted, issued, promulgated, enforced, made, entered, issued or applied any Law (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly enjoins, restrains or otherwise prohibits consummation of the Arrangement or the other transactions contemplated herein or creates a Material Adverse Effect.

- (g) **Exchange Matters.** The necessary conditional approvals of the TSXV for the completion of the Arrangement and the de-listing of the Input Shares.
- (h) **Articles of Arrangement.** The Articles of Arrangement to be filed with the Director under the BCA in accordance with the Arrangement will be in a form and content satisfactory to the Company and Bridgeway, each acting reasonably.

Conditions in Favour of Bridgeway

Bridgeway is not required to complete the Arrangement unless each of the following conditions is also satisfied on or before the Effective Time (each of which is for the exclusive benefit of Bridgeway and may only be waived, in whole or in part, by Bridgeway):

- (a) **Representations and Warranties.** The representations and warranties of Input will be true and correct in all material respects as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct in all respects as of that date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Material Adverse Effect.
- (b) **Performance of Covenants.** The Company has fulfilled or complied in all respects with each of the covenants of the Company contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time.
- (c) **Approvals.** All material third party consents, waivers, permits, orders and approvals that are necessary, to consummate the transactions contemplated by the Arrangement Agreement, will have been obtained or received on terms that are acceptable to Bridgeway, acting reasonably.
- (d) **Dissent Rights.** Dissent Rights have not been exercised with respect to more than 10.0% of the issued and outstanding Input Shares.
- (e) **Officer's Certificate.** Bridgeway will have received a certificate of Input signed by a senior officer of Input and dated the Effective Date (and without personal liability) certifying that the conditions set out in the Arrangement Agreement have been.
- (f) **Material Adverse Effect.** Bridgeway shall have determined in its reasonable business judgment that there will not exist or have occurred any change which, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect, excluding any Material Adverse Effect that arose as a result of any action or inaction of Bridgeway.
- (g) **No Change in Recommendation.** A Change in Recommendation will not have occurred.
- (h) **Management Arrangements.** Input Management will have entered into employment and arrangements with Bridgeway or Input that are suitable to Bridgeway, acting reasonably.
- (i) **Lock-up Agreements in Force.** The Lock-up Agreements remain in full force and effect and the parties thereto (other than Bridgeway) shall not be in default of any covenant contained therein.
- (j) **Board Resolutions.** The Input Board shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by the Company, to permit the consummation of the Arrangement.
- (k) **No Actions.** Bridgeway shall have determined in its reasonable business judgment that (i) no act, action, suit or proceeding shall have been threatened to be taken or taken before or by any domestic or foreign Governmental Entity or by any elected or appointed public official or private Person (including, without limitation, any individual, company, firm, group or other entity) in Canada or elsewhere and (ii) no law, regulation, rule or policy shall have been proposed, enacted, promulgated or applied, in the case of (A) or

(B) above to cease trade, enjoin, prohibit or impose material limitations or conditions on the completion of the Arrangement (which limitations or conditions would constitute a Material Adverse Effect or the right of Bridgeway to own or exercise full rights of ownership of all of the outstanding Input Shares.

- (l) **Cash on Hand.** The Company shall have delivered to Bridgeway the Cash on Hand Certificate on the Calculation Date which demonstrates that the Company will have no less than \$20,000,000 in Cash on Hand as at the Effective Date.

Conditions in Favour of Input

Input is not required to complete the Arrangement unless each of the following conditions is also satisfied on or before the Effective Time (each of which is for the exclusive benefit of Input and may only be waived, in whole or in part, by Input):

- (a) **Representations and Warranties.** The representations and warranties of Bridgeway were true and correct as of the date of the Arrangement Agreement and are true and correct as of the Effective Time, in all respects, and all other representations and warranties of Bridgeway were true and correct as of the date of the Arrangement Agreement and are true and correct as of the Effective Time, in all material respects, in each case except for representations and warranties made as of a specified date, the accuracy of which will be determined as of such specified date, and Bridgeway has delivered a certificate confirming same to the Company, executed by two senior officers of Bridgeway (in each case without personal liability) addressed to the Company and dated the Effective Date.
- (b) **Performance of Covenants.** Bridgeway will have fulfilled or complied in all material respects with each of the covenants of Bridgeway contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time, except where the failure to comply with its covenants, individually or in the aggregate, would not materially impede completion of the Arrangement, and Bridgeway have delivered a certificate confirming same to the Company, executed by two senior officers of Bridgeway (in each case without personal liability) addressed to the Company and dated the Effective Date.
- (c) **Consideration.** Bridgeway will have deposited or caused to be deposited with the Depository sufficient funds to effect payment in full of the Consideration and the In-the-Money Option Consideration.

Termination and Termination Fees

The Arrangement Agreement may be terminated at any time prior to the Effective Time (notwithstanding any approval of the Arrangement Agreement or the Arrangement Resolution by the Input Shareholders or by the Court):

- by mutual written agreement of Input and Bridgeway;
- by either Input or Bridgeway, if:
 - the Effective Time does not occur on or before October 31, 2020, will not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date;
 - after August 12, 2020, there will be enacted or made any Law that makes consummation of the Arrangement illegal or otherwise prohibits or enjoins Input or Bridgeway from consummating the Arrangement and such Law or injunction will have become final and non-appealable;
 - the Required Securityholder Approval will not have been obtained at the Input Meeting in accordance with the Interim Order; or
- by Bridgeway, if:
 - the Input Board will have made a Change in Recommendation;

- a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Input set forth in the Arrangement Agreement will have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 of the Arrangement Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by Bridgeway or if such conditions are otherwise not satisfied; or
- by Input, if:
 - a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Bridgeway set forth in the Arrangement Agreement will have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 the Arrangement Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by Input or if such conditions are otherwise not satisfied; or
 - Input (i) shall have approved or recommended an Acquisition Proposal; or (ii) will have entered into a legally binding agreement with respect to a Superior Proposal provided that the Company pays to Bridgeway the Company Termination Fee in accordance with Section 7.2 the Arrangement Agreement simultaneously with such.

Termination Fees

In certain circumstances, Input is required to pay Bridgeway a termination fee of an amount equal to 3% of the aggregate Consideration (the “**Company Termination Fee**”). In certain circumstances, Bridgeway is required to pay the Company a termination fee of amount equal to 3% of the aggregate Consideration (the “**Purchaser Termination Fee**”). Shareholders should refer to the full text of Part 7 of the Arrangement Agreement.

DISSENT RIGHTS

Registered Input Shareholders have been provided with the right to dissent in respect of the Arrangement Resolution in the manner provided in section 184 of the BCA, as modified by the Interim Order and the Plan of Arrangement (“**Dissent Rights**”). The following summary is qualified in its entirety by the provisions of section 184 of the BCA, the Interim Order and the Plan of Arrangement.

Any registered Input Shareholder who validly exercises Dissent Rights (a “**Dissenter**”), may be entitled, in the event the Arrangement becomes effective, to be paid by Bridgeway the fair value of the Input Shares held by such Dissenter, which fair value, notwithstanding anything to the contrary contained in the BCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted. A Dissenter will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Input Shares. Input Shareholders are cautioned that fair value could be determined to be less than the amount per Input Share payable pursuant to the terms of the Arrangement.

Section 184 of the BCA provides that a Dissenter may only make a claim under that section with respect to all of the shares held by the Dissenter on behalf of any one beneficial owner and registered in the Dissenter’s name. One consequence of this provision is that a registered Input Shareholder may exercise the Dissent Rights only in respect of Input Shares that are registered in that registered Input Shareholder’s name.

In many cases, Input Shares beneficially owned by an Input Shareholder are registered either: (a) in the name of an Intermediary, or (b) in the name of CDS (of which the Intermediary is a participant). Accordingly, a beneficial Input Shareholder will not be entitled to exercise its Dissent Rights directly (unless the Input Shares are re-registered in the beneficial Input Shareholder’s name). A beneficial Input Shareholder who wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the beneficial Input Shareholder deals in respect of its Input Shares and either: (i) instruct the Intermediary to exercise the Dissent Rights on the beneficial Input Shareholder’s behalf (which, if the Input Shares are registered in the name of CDS or other clearing agency, may require that such Input Shares first be re-registered in the name of the Intermediary), or (ii) instruct the Intermediary to re-register such Input Shares in the name of the beneficial Input Shareholder, in which case the beneficial Input Shareholder would be able to exercise the Dissent Rights directly.

A registered Input Shareholder who wishes to dissent must provide a written notice of dissent (the “**Dissent Notice**”) to:

Input Capital Corp.
300 – 1914 Hamilton Street, Regina, Saskatchewan, S4P 3N6
Attn: Chief Executive Officer
Re: Dissent Notice

with a copy to

McKercher LLP (counsel to Input)
800 -1801 Hamilton Street, Regina, Saskatchewan, S4P 4B4
Attn: Patricia J.F. Warsaba Q.C.
Re: Input Capital Corp.
Dissent Notice

in each case to be received not later than 5:00 p.m. (Saskatoon time) on September 21, 2020 (or no later than 2 days, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Input Meeting is adjourned or postponed). Failure to properly exercise Dissent Rights may result in the loss or unavailability of the right to dissent.

The filing of a Dissent Notice does not deprive a registered Input Shareholder of the right to vote at the Input Meeting. No registered Input Shareholder who has voted FOR the Arrangement Resolution shall be entitled to exercise Dissent Rights with respect to its Input Shares. A vote against the Arrangement Resolution, an abstention from voting, or a proxy submitted instructing a proxyholder to vote against the Arrangement Resolution does not constitute a Dissent Notice, but a registered Input Shareholder need not vote its Input Shares against the Arrangement Resolution in order to dissent. Similarly, the revocation of a proxy conferring authority on the proxyholder to vote FOR the Arrangement Resolution does not constitute a Dissent Notice. However, any proxy granted by a registered Input Shareholder who intends to dissent, other than a proxy that instructs the proxyholder to vote against the Arrangement Resolution, should be validly revoked in order to prevent the proxyholder from voting such Input Shares in favour of the Arrangement Resolution and thereby causing the Dissent Rights of the registered Input Shareholder to be forfeited.

Within 10 days after the Input Shareholders adopt the Arrangement Resolution, Bridgeway is required to notify each Dissenter that the Arrangement Resolution has been adopted. Such notice is not required to be sent to any Input Shareholder who voted for the Arrangement Resolution or who has withdrawn its Dissent Notice.

A Dissenter who has not withdrawn its Dissent Notice prior to the Input Meeting must then, within 20 days after receipt of notice that the Arrangement Resolution has been adopted, or if the Dissenter does not receive such notice, within 20 days after learning that the Arrangement Resolution has been adopted, send to Bridgeway at 1015 15th Street NW, Suite 1030, Washington DC 20005 United States, Attn: Chief Executive Officer, a written notice containing the name and address of such Dissenter, the number of Input Shares in respect of which such Dissenter dissents (the “**Dissenting Shares**”), and a demand for payment of the fair value of such Input Shares (the “**Demand for Payment**”). Within 30 days after sending a Demand for Payment, the Dissenter must send to Bridgeway, care of the Transfer Agent, certificates representing the Dissenting Shares. Bridgeway will or will cause the Transfer Agent to endorse on the applicable Input Share certificates received from a Dissenter a notice that the holder is a Dissenter and will forthwith return such Input Share certificates to the Dissenter.

Failure to strictly comply with the requirements set forth in section 184 of the BCA, as modified by the Plan of Arrangement and Interim Order, may result in the loss of any right to dissent.

A Dissenter ceases to have any rights as an Input Shareholder in respect of its Dissenting Shares other than the right to be paid the fair value of the Dissenting Shares held by such Dissenter, except where: (i) the Dissenter withdraws its Dissent Notice before Bridgeway makes an offer to pay (an “**Offer to Pay**”), or (ii) Bridgeway fails to make an Offer to Pay and the Dissenter withdraws the Demand for Payment, in which case the Dissenter’s rights as an Input Shareholder will be reinstated as of the date of the Demand for Payment.

Pursuant to the Plan of Arrangement, in no case shall Input, Bridgeway or any other person be required to recognize any Dissenter who has validly exercised Dissent Rights as an Input Shareholder or as having any interest in Input Shares at or after the Effective Time and the names of such Dissenters shall be removed from the applicable register of Input Shares in respect of which Dissent Rights have been validly exercised at the Effective Time and Bridgeway shall be recorded as the registered holder of such Input Shares and shall be deemed to be the legal owner of such Input Shares.

In addition to any other restrictions under the BCA, none of the following shall be entitled to exercise Dissent Rights: (i) Input Option holders; and (ii) Input Shareholders who vote or have instructed a proxyholder to vote in favour of the Arrangement Resolution.

Pursuant to the Plan of Arrangement, Dissenters who are ultimately determined not to be entitled, for any reason, to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as any Input Shareholder who is not a Dissenter.

Bridgeway is required, not later than 7 days after the later of the Effective Date or the date on which a Demand for Payment is received from a Dissenter, to send to each Dissenter who has sent a Demand for Payment an Offer to Pay for its Dissenting Shares in an amount considered by the directors of Bridgeway to be the fair value of the Input Shares, accompanied by a statement showing the manner in which the fair value was determined. Every Offer to Pay for Input Shares of the same class must be on the same terms. Bridgeway must pay for the Dissenting Shares of a Dissenter within 10 days after an Offer to Pay has been accepted by a Dissenter, but any such offer lapses if Bridgeway does not receive an acceptance within 30 days after the Offer to Pay has been made.

If Bridgeway fails to make an Offer to Pay for Dissenting Shares, or if a Dissenter fails to accept an Offer to Pay that has been made, Bridgeway may, within 50 days after the Effective Date or within such further period as a court may allow, apply to a court to fix a fair value for the Dissenting Shares. If Bridgeway fails to apply to a court, a Dissenter may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow. A Dissenter is not required to give security for costs in such an application.

If Bridgeway or a Dissenter makes an application to court, Bridgeway will be required to notify each affected Dissenter of the date, place and consequences of the application and of its right to appear and be heard in person or by counsel. Upon an application to a court, all Dissenters who have not accepted an Offer to Pay will be joined as parties and be bound by the decision of the court. Upon any such application to a court, the court may determine whether any person is a Dissenter who should be joined as a party, and the court will then fix a fair value for the Dissenting Shares of all Dissenters. The final order of a court will be rendered against Bridgeway in favour of each Dissenter for the amount of the fair value of its Dissenting Shares as fixed by the court. The court may, in its discretion, allow a reasonable rate of interest on the amount payable to each Dissenter from the Effective Date until the date of payment.

The foregoing is only a summary of the provisions of the BCA regarding the rights of Dissenters (as modified by the Plan of Arrangement and the Interim Order), which are technical and complex. Input Shareholders are urged to review a complete copy of section 184 of the BCA, attached hereto as Appendix D, and those Input Shareholders who wish to exercise Dissent Rights are also advised to seek legal advice, as failure to comply strictly with the provisions of the BCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss or unavailability of their Dissent Rights.

TAX CONSIDERATIONS

The following summary describes the principal Canadian federal income tax considerations under the Tax Act in respect of the Arrangement generally applicable, as of the date hereof, to an Input Shareholder who, for the purposes of the Tax Act and at all relevant times, (i) deals at arm's length with the Company and Bridgeway, (ii) is not affiliated with the Company or Bridgeway, (iii) disposes of such Input Shares under the Arrangement, and (iv) holds Input Shares as capital property (a "**Holder**"). Generally, the Input Shares will be capital property to a Holder unless the Input Shares are held or were acquired or disposed of by the Holder in the course of carrying on a business of trading or dealing in securities or as part of one or more transactions considered to be an adventure or concern in the nature of trade.

This summary does not address the tax consequences to holders of Input Options or DSU holders. Such holders should consult their own tax advisors.

This summary is based upon the current provisions of the Tax Act, the regulations thereunder in force as of the date hereof, and counsel's understanding of the current administrative policies and assessing practices published in writing by the Canada Revenue Agency prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act and the regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not take into account or anticipate any changes in law or administrative policies or assessing practices, whether by legislative, regulatory, administrative or judicial action or decision, nor does it take into account provincial, territorial or foreign tax legislation or considerations, which may be different from those discussed in this summary.

This summary is not applicable to a Holder (i) that is a "financial institution" as defined in the Tax Act for the purposes of the "mark-to-market property" rules contained in the Tax Act; (ii) that is a "specified financial institution" as defined in the Tax Act; (iii) who has acquired Input Shares on the exercise of an Input Option; (iv) an interest in which is a "tax shelter investment" as defined in the Tax Act; (v) who reports its "Canadian tax results" within the meaning of section 261 of the Tax Act in a currency other than Canadian currency; (vi) that is exempt from tax under the Tax Act; or (vii) that has entered into or will enter into a "derivative forward agreement" or a "synthetic disposition arrangement", each as defined in the Tax Act in respect of the Input Shares. Such holders should consult their own tax advisors.

This summary is of a general nature only and is not, and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, Holders should consult their own tax advisors for advice regarding the income tax consequences to them of the Arrangement, having regard to their own particular circumstances and any other consequences to them of such transactions under Canadian federal, provincial, local and foreign tax laws.

Holders Resident in Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times, is, or is deemed to be, resident in Canada for purposes of the Tax Act and any applicable income tax treaty or convention (a "**Resident Holder**").

Resident Holders and whose Input Shares might not otherwise be capital property may, in some circumstances, be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have such Input Shares and every other "Canadian security" (as defined in the Tax Act) owned by them deemed to be capital property in the taxation year of the election and in all subsequent taxation years. Such Resident Holders should consult their own tax advisors for advice with respect to whether an election under subsection 39(4) of the Tax Act is available or advisable in their particular circumstances.

Disposition of Input Shares under the Arrangement

Generally, a Resident Holder who disposes of Input Shares to Bridgeway under the Arrangement will realize a capital gain (or capital loss) equal to the amount by which the consideration received by the Resident Holder under the Arrangement exceeds (or is less than) the aggregate of the adjusted cost base of the Input Shares to the Resident Holder immediately before the disposition and any reasonable costs of the disposition.

Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized by the Resident Holder in the year. A Resident Holder is required to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized in the year. Allowable capital losses in excess of taxable capital gains may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized by the Resident Holder in such years, to the extent and in the

circumstances described in the Tax Act.

In the case of a Resident Holder that is a corporation, the amount of any capital loss otherwise realized on the disposition of an Input Share may be reduced by the amount of any dividends previously received (or deemed to be received) by it on such Input Share to the extent and under the circumstances described in the Tax Act. Similar rules may apply where an Input Share is owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Holders to whom these rules may apply should consult their own tax advisors.

A Resident Holder that is throughout the year a “Canadian-controlled private corporation” (as defined in the Tax Act) may be liable for a refundable tax on its “aggregate investment income”, which is defined to include an amount in respect of taxable capital gains and interest.

Alternative Minimum Tax

Capital gains realized by an individual, other than certain trusts, may give rise to alternative minimum tax under the Tax Act. Resident Holders should consult their own advisors with respect to the potential application of alternative minimum tax.

Dissenting Resident Holders

A Resident Holder who has validly exercised that Resident Holder’s Dissent Right (a “**Resident Dissenting Holder**”) will be deemed to have transferred its Input Shares to Bridgeway and will be entitled to receive a payment from Bridgeway of an amount equal to the fair value of such Resident Dissenting Holder’s Input Shares.

In general, a Resident Dissenting Holder will realize a capital gain (or capital loss) equal to the amount by which the consideration received in respect of the fair value of the Resident Dissenting Holder’s Input Shares (other than any portion thereof that is interest awarded by a court) exceeds (or is less than) the aggregate adjusted cost base of such Input Shares to the Resident Dissenting Holder and any reasonable costs of disposition. The tax treatment of capital gains and capital losses described under “*Tax Considerations – Holders Resident in Canada – Disposition of Input Shares under the Arrangement*” will generally apply to Resident Dissenting Holders. Any interest awarded by a court to a Resident Dissenting Holder is required to be included in the Resident Dissenting Holder’s income for the purposes of the Tax Act.

Holders who intend to dissent from the Arrangement are urged to consult their own tax advisors.

Holders Not Resident in Canada

The following portion of this summary is applicable to a Holder who, for the purposes of the Tax Act and any applicable income tax treaty or convention, and at all relevant times, is not resident, and is not deemed to be resident, in Canada and does not use or hold and is not deemed to use or hold the Input Shares in connection with carrying on a business in Canada (a “**Non-Resident Holder**”). Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer carrying on business in Canada and elsewhere or an “authorized foreign bank” (as defined in the Tax Act). Such Non-Resident Holders should consult their own tax advisors.

Disposition of Input Shares under the Arrangement

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition of Input Shares under the Arrangement unless the Input Shares are “taxable Canadian property” (within the meaning of the Tax Act) (“**TCP**”) to the Non-Resident Holder at the time of the disposition and are not “treaty-protected property” (as defined in the Tax Act) (“**TPP**”) of the Non-Resident Holder at the time of the disposition.

In general, provided that the Input Shares are listed on a designated stock exchange (which currently includes the TSXV) at the time of their disposition, such Input Shares will not be TCP to a Non-Resident Holder at that time unless, at any time during the 60 month period immediately preceding the disposition, (i) at least 25% of the issued shares of any class or series of the capital stock of the Company were owned by or belonged to one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder did not deal at arm’s length, and (c)

partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships; and (ii) at such time, more than 50% of the fair market value of the Input Shares was derived, directly or indirectly, from any combination of real or immovable property situated in Canada, “Canadian resource property” (as defined in the Tax Act), “timber resource property” (as defined in the Tax Act), or options in respect of, interests in, or for civil law rights in such properties, whether or not such property exists. Notwithstanding the foregoing, Input Shares may be deemed to be TCP in certain circumstances specified in the Tax Act. The Company has not made any determination as to whether more than 50% of the fair market value of the Input Shares is currently derived from those properties, options, interests and rights referred to in (ii) above but it generally expects that the Input Shares have not derived more than 50% of their value from such properties, options, interests and rights at any time in the past 60 months and that will be the case at the Effective Time.

Even if the Input Shares are considered to be TCP of a Non-Resident Holder, the Non-Resident Holder may be exempt from tax under the Tax Act on any gain on the disposition of Input Shares if the Input Shares constitute TPP. Input Shares owned by a Non-Resident Holder will generally be TPP if the gain from the disposition of such Input Shares would, because of an applicable income tax treaty or convention, be exempt from tax under the Tax Act.

In the event that the Input Shares constitute TCP but not TPP to a Non-Resident Holder, then the tax consequences described above under “*Tax Considerations – Holders Resident in Canada Disposition of Input Shares under the Arrangement*” will generally apply to a Non-Resident Holder.

Non-Resident Holders should consult their own tax advisors regarding the Canadian tax considerations applicable to them, including any Canadian reporting requirement arising as a result of the Arrangement.

Non-Resident Dissenting Holders

A Non-Resident Holder who has validly exercised that Non-Resident Holder’s Dissent Right (a “**Non-Resident Dissenting Holder**”) will be deemed to have transferred its Input Shares to Bridgeway and will be entitled to receive a payment from Bridgeway of an amount equal to the fair value of the Non-Resident Dissenting Holder’s Input Shares and may realize a capital gain or capital loss in a manner similar to that discussed above under “*Holders Resident in Canada – Dissenting Resident Holders*”. As discussed above under “*Holders Not Resident in Canada – Disposition of Input Shares under the Arrangement*”, any resulting capital gain will only be subject to tax under the Tax Act if the Input Shares are TCP to the Non-Resident Dissenting Holder and are not TPP of the Non-Resident Dissenting Holder at that time.

The amount of any interest awarded by a court to a Non-Resident Dissenting Holder will not be subject to Canadian withholding tax provided that such interest is not “participating debt interest” as defined in the Tax Act.

INFORMATION CONCERNING INPUT

For further information regarding Input, please see “*Appendix G – Information Concerning Input*”.

INFORMATION CONCERNING BRIDGEWAY

For further information regarding Bridgeway, please see “*Appendix H – Information Concerning Bridgeway*”.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Circular, Input is not aware of any director, executive officer or any person who, to the knowledge of the directors or officers of Input, beneficially owns or controls or exercises discretion over Input Shares carrying more than 10% of the votes attached to the shares of Input, or any associate or affiliate of any of the foregoing, having any material interest, direct or indirect, in any transaction or proposed transaction since September 30, 2019 which has materially affected or would materially affect Input.

INSURANCE AND INDEMNIFICATION

Prior to the Effective Date, the Company will purchase customary “tail” policies of directors’ and officers’ liability insurance providing protection no less favourable in the aggregate than the protection provided by the policies maintained by the Company which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and Bridgeway will, or will cause the Company to maintain such tail policies in effect without any reduction in scope or coverage for six (6) years from the Effective Date; provided that Bridgeway will not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided further that the cost of such policies will not exceed 200% of the Company’s current annual aggregate premium for policies currently maintained by the Company. Bridgeway will honour all rights to indemnification or exculpation now existing in favour of present and former employees, officers and directors of the Company, and acknowledges that such rights will survive the completion of the Plan of Arrangement and will continue in full force and effect in accordance with their terms for a period of not less than six (6) years from the Effective Date.

AUDITORS

KPMG LLP are the auditors of Input and are independent of Input within the meanings of the Rules of Professional Conduct of the Chartered Professional Accountants of Canada. KPMG LLP was first appointed as the auditors of Input on July 31, 2019.

TRANSFER AGENT

The transfer agent and registrar of Input is TSX Trust Company with an office at 300 -5th Avenue SW, 10th Floor Calgary Alberta T2P 3C4.

OTHER INFORMATION AND MATTERS

There is no information or matter not disclosed in this Circular but known to Input that would be reasonably expected to affect the decision of the Input Shareholders to vote for or against the Arrangement Resolution.

LEGAL MATTERS

Certain legal matters in connection with the Arrangement as they pertain to Input will be passed upon by McKercher LLP.

ADDITIONAL INFORMATION

Additional information relating to Input is available on SEDAR at www.sedar.com. Financial information is provided in Input’s audited annual financial statements and management’s discussion and analysis as at and for the year ended September 30, 2019, as well as in its interim unaudited financial statements and related management’s discussion and analysis for the more recently complete interim period ended June 30, 2020.

In addition, copies of Input’s audited annual financial statements and management’s discussion and analysis as at and for the year ended September 30, 2019 may be obtained upon request to the Chief Financial Officer of Input. Input may require the payment of a reasonable charge if the request is made by a person who is not an Input Shareholder.

[The remainder of this page is intentionally blank. The Directors’ Approval follows.]

DIRECTORS' APPROVAL

The directors of Input have approved the contents (excluding information pertaining to Bridgeway) and the sending of this Circular.

DATED at Regina, Saskatchewan, this 25th day of August, 2020.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Doug Emsley"

Doug Emsley
CEO, President and Chairman of the Board of Directors

APPENDIX A GLOSSARY

In addition to terms defined elsewhere in this Circular, the following terms have the following meanings:

“Acquisition Proposal” means, other than the transactions contemplated by the Arrangement Agreement, any bona fide offer, proposal, inquiry or request for discussions or negotiations (written or oral) from any Person or group of Persons other than the Purchaser (or any affiliate of the Purchaser) made after the date of the Arrangement Agreement relating to: (i) any direct or indirect sale, disposition or joint venture (or any lease or other arrangement having the same economic effect as a sale), in a single transaction or a series of related transactions, of assets representing 20% or more of the consolidated assets or contributing 20% or more of the revenue of the Company or of 20% or more of the voting, equity or other securities of the Company (or rights or interests therein); (ii) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting, equity or other securities or any other equity interests (including securities convertible into or exercisable or exchangeable for voting or equity securities) of the Company; (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company representing 20% or more of the consolidated assets or contributing 20% or more of the revenue of the Company; (iv) any other similar transaction or series of transactions involving the Company; or (v) any other transaction, the consummation of which could reasonably be expected to impede, prevent or delay the transactions contemplated by the Arrangement Agreement or the Arrangement.

“Affected Securityholders” means the Shareholders.

“Agreement” means this arrangement agreement.

“allowable capital loss” has the meaning given to such term under *“Tax Considerations – Holders Resident in Canada – Disposition of Input Shares under the Arrangement”*.

“Arrangement” means an arrangement under Section 186.1 of the BCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“Arrangement Agreement” means the arrangement agreement dated August 12, 2020, among Input Capital Corp., Bridgeway National Corp. and 102109637 Saskatchewan Ltd.

“Arrangement Resolution” means the special resolution approving the Plan of Arrangement to be considered at the Meeting substantially in the form set out in Schedule B.

“Articles of Arrangement” means the articles of arrangement of the Company in respect of the Arrangement, required by the BCA to be sent to the Director after the Final Order is made, which will include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

“Authorizations” means, with respect to any Person, any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule, regulation or similar authorization of any Governmental Entity having jurisdiction over the Person, or its business, assets or securities, whether or not having the force of Law.

“BCA” means *The Business Corporations Act* (Saskatchewan).

“Board” means the board of directors of the Company as constituted from time to time.

“**Bridgeway**” means Bridgeway National Corp. and, when used in reference to the Arrangement Agreement and Plan of Arrangement, means Bridgeway National Corp. and its wholly-owned subsidiary 102109637 Saskatchewan Ltd. as being severally liable the due and punctual performance of the obligations of 102109637 Saskatchewan Ltd. arising under the Arrangement Agreement and the Plan of Arrangement.

“**Broadridge**” means Broadridge Financial Solutions Inc.

“**Broadridge VIF**” has the meaning given to such term under “*Information Concerning the Input Meeting – Advice to Beneficial Input Shareholders*”.

“**Book Value Per Share**” means the value per share calculated by: (1) firstly, subtracting assets from liabilities, and (2) secondly, dividing the result by the aggregate issued and outstanding shares.

“**Business Day**” means any day of the year, other than a Saturday, Sunday, a public holiday or a day when banks in Regina, Saskatchewan or Toronto, Ontario are not generally open for business.

“**Calculation Date**” mean, the date which is two Business Days prior to the Effective Date, being the date on which the calculation of Cash on Hand as at the Effective Date is prepared and the Cash on Hand Certificate delivered and, for greater certainty, all information calculated on the Calculation Date will be based on information as at the close of business on, the date which is the Business Day immediately preceding the Calculation Date, and the amount of Cash on Hand stated in the Cash on Hand Certificate shall be the amount of Cash on Hand projected for the Effective Date based on the cash flow analysis prepared by the Company and delivered as part of the Cash on Hand Certificate.

“**Cash on Hand**” means the unrestricted cash of the Company in the form of immediately available funds less any cash in a bank account of the Company against which a cheque has been written and released as determined in a manner consistent with the Company’s past practice.

“**Cash on Hand Certificate**” means the certificate delivered by the Company under signature of the Company’s Chief Financial Officer (not in his personal capacity) setting out the calculation of the Cash on Hand.

“**CDS**” means the Canadian Depository for Securities Limited.

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director pursuant to Subsection 186.1(7) of the BCA in respect of the Articles of Arrangement.

“**Change in Recommendation**” occurs when, prior to the Required Securityholder Approval having been obtained, the Input Board fails to recommend or withdraws, amends, modifies or qualifies, or fails to reaffirm Input Board Recommendation within five Business Days (and in any case prior to the Meeting) by press release after (i) any Acquisition Proposal is made; or (ii) any reasonable request in writing by the Bridgeway.

“**Commitment Letters**” means the Equity Commitment Letter and the Debt Commitment Letter.

“**Company**” means Input Capital Corp.

“**Company Termination Fee**” has the meaning given to such term under “*The Arrangement Agreement – Termination Fees*”

“**Consideration**” means \$1.75 in cash per Input Share.

“**Court**” means the Court of the Queen’s Bench, or other court as applicable.

“**Debt Commitment Letter**” means the commitment letter to provide the Debt Financing dated July 30, 2020.

“**Debt Financing**” means the debt financing contemplated under the Debt Commitment Letter, the proceeds of which are intended to be used by the Purchaser to satisfy the Consideration payable under the terms of the Plan of Arrangement.

“**Depository**” means TSX Trust Company.

“**Director**” means the Director appointed pursuant to Section 279 of the BCA.

“**Dissent Notice**” has the meaning given to such term under “*Dissent Rights*”.

“**Dissent Rights**” has the meaning given to such term under “*Dissent Rights*”.

“**Dissenters**” has the meaning given to such term under “*Dissent Rights*”.

“**Dissenting Shares**” has the meaning given to such term under “*Dissent Rights*”.

“**DSU**” means a deferred share unit issued under the DSU Plan.

“**DSU Consideration**” means \$1.75 in cash per DSU.

“**DSU Holder**” means a holder of a DSU pursuant to the DSU Plan.

“**DSU Plan**” means the deferred share unit plan dated December 1, 2013.

“**Effective Date**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“**Effective Time**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“**Equity Commitment Letter**” means the commitment letter to provide the Equity Financing dated July 30, 2020.

“**Equity Financing**” means the equity financing contemplated under the Equity Commitment Letter, the proceeds of which are intended to be used by the Purchaser to satisfy the Consideration payable under the terms of the Plan of Arrangement.

“**Exchange**” means the TSX Venture Exchange.

“**Final Order**” means the final order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

“**First Bridgeway Offer**” has the meaning given to such term under “*The Arrangement – Background to the Arrangement*”.

“**Governmental Entity**” means (i) any international, multinational, supranational, national, federal, provincial, state, regional, municipal, local or other government, governmental, quasi-governmental, administrative body, authority or public department with competent jurisdiction exercising legislative, judicial, regulatory or administrative functions of or pertaining to international, multinational, supranational, national, federal, provincial, state, regional, municipal, local or other government, including any central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor-in-council, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

“**Holder**” has the meaning given to such term under “*Tax Considerations*”.

“**IFRS**” means International Financial Reporting Standards formulated by the International Accounting Standards Board, as updated and amended from time to time.

“**Independent**” has the meaning given to that term in NI 58-101.

“**Independent Input Directors**” means the members of the Input Board that are Independent.

“**Interim Order**” means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

“**Intermediary**” has the meaning given to such term under “*Information Concerning the Input Meeting – Appointment and Revocation of Proxies*”.

“**In-the-Money Input Option**” means an Input Option, whether vested or unvested, that has an exercise price payable in respect of the Input Share underlying such Input Option that is less than the Consideration.

“**In-the-Money Option Consideration**” means, in respect of each In-the-Money Input Option, a cash amount equal to the amount by which the Consideration exceeds the exercise price payable under such In-the-Money Input Option by the holder thereof to acquire the Input Share underlying such Input Option.

“**Input**” means Input Capital Corp.

“**Input Board**” means the board of directors of Input.

“**Input Board Recommendation**” has the meaning given to such term under “*Summary – Recommendation of the Input Board of Directors*”.

“**Input Management**” means the management of Input.

“**Input Options**” means options to purchase Input Shares pursuant to the Input Stock Option Plan.

“**Input Stock Option Plan**” means the stock option plan of Input.

“**Input Voting Agreements**” means the voting and support agreements between Bridgeway and (i) each of the Insider Group setting forth the term and conditions upon which such Persons have agreed to vote their Input Shares in favour of the Arrangement Resolution, and (ii) each of the holders of Input Options setting forth the terms and conditions upon which such Persons have agreed to vote any Input Shares which are under option pursuant to such Input Options in favour of the Arrangement Resolution if such Input Options are exercised prior to the Input Meeting.

“**Insider Group**” means each Key Employee, each member of the Input Board as of the date of the Arrangement Agreement, together with each of their respective associates and affiliates that own (directly or indirectly) or control Input Shares.

“**Key Employee**” means each of Doug Emsley, Brad Farquhar and Gord Nystuen.

“**KPMG**” means KPMG LLP.

“**First Offer Rejection**” has the meaning given to such term under “*The Arrangement – Background to the Arrangement*”.

“**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is

binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

“**Lien**” means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachment, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

“**Locked-Up Shareholders**” means the Persons who are party to the Lock-Up Agreements, as specified in the Disclosure Letter.

“**Lock-up Agreements**” means the voting and support agreements made between Input and Bridgeway and the Locked-Up Shareholders.

“**Matching Period**” has the meaning given to such term under “*Arrangement Agreement – Superior Proposals*”.

“**Material Adverse Effect**” means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances:

- (a) is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise), licenses or permits of the Company, except any such direct or indirect, either alone or in combination, change, event, occurrence, effect, state of facts or circumstances resulting from:
 - (i) any change affecting the Company’s industry as a whole;
 - (ii) any change in Law or IFRS or in the interpretation or application of any Laws by any Governmental Entity;
 - (iii) the announcement of the Arrangement Agreement or the transactions contemplated hereby;
 - (iv) any change in the market price or trading volume of any securities of the Company (it being understood that the causes underlying such change in market price or trading volume may, to the extent not otherwise excluded from the definition of Material Adverse Effect, be taken into account in determining whether a Material Adverse Effect has occurred);
 - (v) changes, developments or conditions in or relating to general international, political, economic or financial or capital market conditions in any jurisdiction in which the Company operates or carries on business;
 - (vi) changes or developments in or relating to currency exchange or interest rates or rates of inflation;
 - (vii) any natural disaster or epidemic, pandemic or disease outbreak (including the COVID-19 virus) or public health emergencies as declared by any Governmental Entity or the World Health Organization;
 - (viii) any failure to meet any internal or publicly disclosed projections, forecasts or estimates of, or guidance relating to, revenue, earnings, cash flow or other financial metrics of the Company, whether made by or attributed to the Company or any financial analyst or other person; or
 - (ix) any legal proceedings commenced by or involving any current or former securityholders of the Company arising out of or relating to the Arrangement Agreement,

provided, however, that with respect to clauses (i), (ii), (v), (vi) or (vii), such matter does not have a materially disproportionate effect on the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), or liabilities (contingent or otherwise) of the Company relative to other companies and entities of comparable size operating in the Company's industry; or

(b) materially impairs or delays, or could reasonably be expected to materially impair or delay, the performance by the Company of its obligations under the Arrangement Agreement or impair or delay the Company's ability to consummate the Arrangement or any other transaction contemplated by the Arrangement Agreement by the Outside Date.

"McKercher" means McKercher LLP.

"Meeting" means the special meeting of Affected Securityholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"MI 61-101" means Multilateral Instrument 61-101 *Protection of Minority Shareholders in Special Transactions* of the regulatory authorities of Ontario and Quebec.

"NI 54-101" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Securities Authorities.

"NI 58-101" means National Instrument 58-101 – *Disclosure of Corporate Governance Practices of the Securities Authorities*.

"Non-Resident Dissenting Holder" has the meaning given to such term under *"Tax Considerations – Holders Not Resident in Canada"*.

"Non-Resident Holder" has the meaning given to such term under *"Tax Considerations – Holders Not Resident in Canada"*.

"Notice of Meeting" means the notice of the Input Meeting that is attached to this Circular.

"Offer to Pay" has the meaning given to such term under *"Dissent Rights"*.

"Ordinary Course" means, with respect to an action taken by the Company, that such action is consistent with the past practices of the Company and is taken in the ordinary course of the normal day-to-day operations of the business of the Company including without limitation, actions taken in accordance with a budget approved by the Board.

"Originating Application for the Final Order" is attached as Appendix F to this Circular.

"Out-of-the-Money Input Option" means an option that is not an In-the-Money Input Option.

"Outside Date" means October 31, 2020 or such later date as agreed to in writing by the Parties.

"Party" or **"Parties"** means a party or parties to the Arrangement Agreement.

"Person" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"Plan of Arrangement" means the plan of arrangement, substantially in the form set out in Schedule A, subject to any amendments or variations to such plan made in accordance with the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“**Proceeding**” has the meaning given to such term under “*Arrangement Agreement – Indemnification*”.

“**Proposed Agreement**” has the meaning given to such term under “*Arrangement Agreement – Superior Proposals*”.

“**Proposed Amendments**” has the meaning given to such term under “*Tax Considerations*”.

“**Purchaser**” means 102109637 Saskatchewan Ltd.

“**Record Date**” has the meaning given to such term under “*Information Concerning the Input Meeting – Record Date*”.

“**Required Approval**” means the required level of approval for the Arrangement Resolution, being 66 ²/₃% of the votes cast on the Arrangement Resolution by Input Shareholders present in person or represented by proxy at the Input Meeting.

“**Required Securityholder Approval**” means (i) at least 66 ²/₃% of the votes cast on the Arrangement Resolutions by the Shareholders, voting as a single class, present in Person or by proxy at the Meeting; (ii) to the extent required, a simple majority of the votes cast on the Arrangement Resolution by Shareholders, voting as a single class, present in Person or by proxy at the Meeting (excluding for this purpose votes attached to Input Shares to be excluded by MI 61-101); and (iii) as otherwise required by the Exchange.

“**Resident Dissenting Holder**” has the meaning given to such term under “*Tax Considerations – Holders Resident in Canada*”.

“**Resident Holder**” has the meaning given to such term under “*Tax Considerations – Holders Resident in Canada*”.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means *The Securities Act, 1988* (Saskatchewan).

“**Securities Authorities**” means the Financial and Consumer Affairs Authority of Saskatchewan and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

“**Securities Laws**” means the Securities Act and the regulations thereunder and all other applicable Canadian securities laws.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval.

“**Superior Proposal**” means any unsolicited bona fide written Acquisition Proposal from a Person who is an arm’s length third party made after the date of the Arrangement Agreement: (i) to acquire not less than all of the outstanding Input Shares (other than Input Shares held by the Purchaser or its affiliates) or not less than 50% of the assets of the Company; (ii) that did not result from or involve a breach of the Arrangement Agreement; (iii) that the Board has determined in good faith is reasonably capable of being completed without undue delay, taking into account, all financial, legal, regulatory and other aspects of such proposal and the Person making such proposal; (iv) that is not subject to any financing condition and, in respect of which the Board has determined in good faith (after completing a financial review and receipt of advice from its outside legal counsel) that there is a substantial likelihood that any required financing will be obtained (any such acquired financing having been demonstrated to the Board (acting in good faith) to be available); (v) that is not subject to any due diligence and/or access condition; and (vi) in respect of which the Board and any relevant committee thereof determines, in its good faith judgment, after completing a financial review and receiving the advice of its outside legal counsel and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, be reasonably expected to result in a transaction which is more favourable, from a financial point of view, to Shareholders than the Arrangement (including any amendments to the

terms and conditions of the Arrangement proposed by the Purchaser pursuant to Section 5.4(2) of the Arrangement Agreement) and that failure to recommend such proposal to the Shareholders would be inconsistent with its fiduciary duties.

“**Superior Proposal Notice**” has the meaning given to such term under “*Arrangement Agreement – Superior Proposals*”.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**taxable capital gain**” has the meaning given to such term under “*Tax Considerations – Holders Resident in Canada – Disposition of Input Shares under the Arrangement*”.

“**Transfer Agent**” means TSX Trust Company.

**APPENDIX B
ARRANGEMENT RESOLUTION**

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ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the “**Arrangement**”) under Section 186.1 of *The Business Corporations Act* (the “**BCA**”) involving Input Capital Corp. (the “**Company**”), pursuant to the arrangement agreement (the “**Arrangement Agreement**”) among the Company, Bridgeway National Corp. and 102109637 Saskatchewan Corp., dated August 12, 2020, all as more particularly described and set forth in the management information circular of the Company dated August 25, 2020 (the “**Circular**”), accompanying the notice of this meeting (as the Arrangement may be amended, restated, supplemented or novated from time to time in accordance with its terms) is hereby authorized, approved and adopted.
2. The plan of arrangement, as it has been or may be amended, restated, supplemented or novated in accordance with the Arrangement Agreement and its terms, involving the Company (the “**Plan of Arrangement**”), the full text of which is set out in Schedule A to the Arrangement Agreement, is hereby authorized, approved and adopted.
3. The Arrangement Agreement, the actions of the directors of the Company in approving the Arrangement and the actions of the officers of the Company in executing and delivering the Arrangement Agreement and any modifications or amendments thereto are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Affected Securityholders (as defined in the Arrangement Agreement) or that the Arrangement has been approved by the Court of the Queen’s Bench (the “**Court**”), the directors of the Company are hereby authorized and empowered, at their discretion, without further notice to or approval of the Affected Securityholders: (i) to amend or modify the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement and to execute, under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, for filing with the Director under the BCA, articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
6. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person’s opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such other document or instrument or the doing of any other such act or thing.

APPENDIX C
PLAN OF ARRANGEMENT

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PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 186.1 OF THE BUSINESS CORPORATIONS ACT

1. INTERPRETATION

Definitions

1.1 Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined will have the meanings specified in the Arrangement Agreement and the following terms will have the following meanings (and grammatical variations of such terms will have corresponding meanings):

“**Affected Securityholders**” means the Shareholders.

“**Amalco**” means the amalgamated company formed by the amalgamation of the Company and the Purchaser.

“**Amalgamation**” means the amalgamation to be effected pursuant to the Arrangement of the Company and the Purchaser under the laws of Saskatchewan.

“**Arrangement**” means the arrangement under Section 186.1 of the BCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“**Arrangement Agreement**” means the arrangement agreement made as of August 12, 2020 among the Purchaser, Bridgeway National Corp. and the Company (including the Schedules thereto) as it may be amended, restated, supplemented or novated from time to time in accordance with its terms.

“**Arrangement Resolution**” means the special resolution approving this Plan of Arrangement to be considered at the Meeting by the Affected Securityholders.

“**Articles of Arrangement**” means the articles of arrangement of the Company in respect of the Arrangement, required by the BCA to be sent to the Director after the Final Order is made, which will include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

“**Business Day**” means any day of the year, other than a Saturday, Sunday, a public holiday or a day when banks in Regina, Saskatchewan are not generally open for business.

“**BCA**” means *The Business Corporations Act* (Saskatchewan).

“**Certificate of Arrangement**” means the certificate of arrangement issued by the Director pursuant to subsection 186.1(7) of the BCA in respect of the Articles of Arrangement.

“**Common Shares**” means the common shares in the capital of the Company.

“**Company**” means Input Capital Corp.

“**Consideration**” means \$1.75 in cash per Common Share.

“**Court**” means the Court of the Queen’s Bench, or other court as applicable.

“**Depositary**” means TSX Trust Company.

“**Director**” means the Director appointed pursuant to Section 279 of the BCA.

“**Dissent Rights**” has the meaning specified in Section 3.1 of this Plan of Arrangement.

“**Dissenting Holder**” means a registered holder of Common Shares who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered holder of Common Shares.

“**Effective Date**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“**DSU**” means a deferred share unit issued under the DSU Plan.

“**DSU Consideration**” means \$1.75 in cash per DSU.

“**DSU Holder**” means a holder of a DSU pursuant to the DSU Plan.

“**DSU Plan**” means the deferred share unit plan dated December 1, 2013.

“**Effective Time**” means 12:01 a.m. (Regina time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

“**Final Order**” means the final order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor in council, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

“**Information Circular**” means the notice of the Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Affected Securityholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

“**Interim Order**” means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

“**In-the-Money Option**” means an Option, whether vested or unvested, that has an exercise price payable in respect of the Common Share underlying such Option that is less than the Consideration.

“**In-the-Money Option Consideration**” means, in respect of each In-the-Money Option, a cash amount equal to the amount by which the Consideration exceeds the exercise price payable under such In-the-Money Option by the holder thereof to acquire the Common Share underlying such Option.

“**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent

that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

“**Lien**” means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachment, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

“**Letter of Transmittal**” means the letter of transmittal sent to holders of Common Shares for use in connection with the Arrangement.

“**Meeting**” means the special meeting of the Affected Securityholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

“**Optionholders**” means the holders of Options granted pursuant to the Stock Option Plan.

“**Options**” means the outstanding and unexercised options to purchase Common Shares granted pursuant to the Stock Option Plan on the Effective Date.

“**Out-of-the-Money Option**” means an Option, whether vested or unvested, that has an exercise price payable in respect of the Common Share underlying such Option that is greater than the Consideration.

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“**Plan of Arrangement**” means this plan of arrangement, and any amendments or variations made in accordance with Section 8.1 of the Arrangement Agreement or Section 5.1 of this plan of arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“**Purchaser**” means 102109637 Saskatchewan Ltd.

“**Shareholders**” means the registered or beneficial holders of the Common Shares, as the context requires.

“**Stock Option Plan**” means the amended and restated share option plan of the Company.

“**Tax Act**” means the *Income Tax Act* (Canada).

Certain Rules of Interpretation

1.2 In this Plan of Arrangement, unless otherwise specified:

- (a) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) **Certain Phrases, etc.** The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” and (ii) unless stated otherwise, “Article”, “Section”, and

“Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement.

(e) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(f) **Computation of Time.** 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. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. 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 Plan of Arrangement by a Person is not a Business Day, such action will be required or permitted to be taken on the next succeeding day which is a Business Day.

(g) **Time References.** References to time are to local time, Regina, Saskatchewan.

2. THE ARRANGEMENT

Arrangement Agreement

2.1 This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms part of the Arrangement Agreement.

Binding Effect

2.2 This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Purchaser, the Company, all registered and beneficial Shareholders and all registered and beneficial owners of Options, at and after, the Effective Time without any further act or formality required on the part of any Person.

Arrangement

2.3 At the Effective Time each of the following events will occur and will be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

(a) the Purchaser shall advance a loan to the Company having a principal amount equal to the aggregate In-the-Money Option Consideration (the “**Advance Amount**”) deliverable by the Company in respect of all In-the-Money Options, which advance shall be evidenced by a promissory note issued by the Company to the Purchaser, and amounts deposited by the Purchaser with the Depository in accordance with Section 4 shall be held by the Depository on behalf of the Company in satisfaction of the Purchaser’s obligation to deliver the Advance Amount to the Company.

(b) Notwithstanding any contingent vesting provisions to which an Option might otherwise have been subject and without any further action on behalf of any Optionholder:

(i) each In-the-Money Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be transferred by the holder thereof to the Company in consideration for the In-the-Money Consideration in respect of such Option;

(ii) each Out-of-the-Money Option shall be transferred by the holder thereof to the Company for no consideration

(iii) all Options shall immediately be cancelled and all option agreements related thereto shall be terminated and the holder thereof shall thereafter have only the right to receive the

consideration to which such holder is entitled pursuant to this Section 2.3(b) in the manner specified in Section 4; and

(iv) the Stock Option Plan shall be terminated and none of the Company or any of its affiliates shall have any liabilities or obligations with respect to such plan except pursuant to this Section 2.3(b) and Section 4.

(c) Notwithstanding any contingent vesting provisions to which a DSU might otherwise have been subject and without any further action on behalf of any DSU Holder:

(i) the Company shall deliver to each DSU Holder that is outstanding immediately prior to the Effective Time (whether vested or unvested) a cash payment in an amount equal to the DSU Consideration for each such DSU held by such DSU Holder, which amount shall in each case be paid to the holder by the Company from cash on hand;

(ii) each such DSU shall immediately be cancelled and all agreements related thereto shall be terminated and the holder thereof shall thereafter have only the right to receive the consideration to which such holder is entitled pursuant to this Section 2.3(c); and

(iii) the DSU Plan shall be terminated and none of the Company or any of its affiliates shall have any liabilities or obligations with respect to such plan except pursuant to this Section 2.3(c).

(d) each Common Share held by Dissenting Holders in respect of which Dissent Rights have been validly exercised will be, and be deemed to have been, assigned and transferred, without any further act or formality, by the Dissenting Holder thereof, to the Purchaser (free and clear of all Liens) in consideration for a debt claim against the Purchaser for the amount determined in accordance with Article 3, and:

(i) such Dissenting Holders will cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid the fair value for such Common Shares as set out in Section 3.1;

(ii) such Dissenting Holders' names will be removed from the register of Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser will be, and be deemed to be, the transferee of such Common Shares (free and clear of all Liens) and will be entered in the register of Common Shares maintained by or on behalf of the Company;

(e) each Common Share outstanding immediately prior to the Effective Time, other than (i) a Common Share held by a Dissenting Holder who has validly exercised such holder's Dissent Right, and (ii) a Common Share held by the Purchaser or any affiliate thereof, will be, and be deemed to have been, assigned and transferred, without any further act of formality, by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the applicable Consideration for each Common Share held, and:

(i) the holders of such Common Shares will cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration per Common Share in accordance with this Plan of Arrangement;

(ii) such holders' names will be removed from the register of Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser will be, and be deemed to be, the transferee of such Common Shares (free and clear of all Liens) and will be entered in the register of the Common Shares maintained by or on behalf of the Company;

(f) At the Effective Time but immediately after the events described in Section 2.3(a), (b), and (c) have occurred, the following shall occur and be deemed to occur in the order specified in the following paragraphs without any further authorization, act or formality:

- (i) the Company shall amalgamate with the Purchaser to form Amalco;
- (ii) on the Amalgamation, all of the Common Shares shall be cancelled;
- (iii) on the Amalgamation, all of the common shares in the capital of the Purchaser shall be converted, share for share, into common shares of Amalco;
- (iv) Unless and until otherwise determined in the manner required by Law, or by Amalco, its directors or shareholders, the following provisions shall apply to Amalco:
 - (A) the name of Amalco shall be Input Capital Corp.;
 - (B) the registered office of Amalco shall be located in Regina in the Province of Saskatchewan. The address of the registered head office of Amalco shall be ●;
 - (C) there shall be no restrictions on the business Amalco may carry on or the powers it may exercise;
 - (D) Amalco shall be authorized to issue an unlimited number of Amalco common shares which shall have the rights, privileges, restrictions and conditions set out in Appendix I to this Plan of Arrangement;
 - (E) the number of directors of Amalco shall be such number not less than one and not more than ten as the shareholders of Amalco may from time to time determine by special resolution;
 - (F) the initial directors of Amalco shall be:

<u>Name</u>	<u>Residence Address</u>	<u>Canadian Resident</u>
		Yes
		Yes
		Yes

and subsequent directors shall be elected at the next annual meeting of Amalco;
and

- (G) the by-laws of Amalco shall be the by-laws of the Purchaser.

3. DISSENT RIGHTS

Dissent Rights

3.1 Registered Shareholders may exercise dissent rights with respect to the Common Shares held by such holders (“**Dissent Rights**”) in connection with the Arrangement pursuant to and in the manner set forth in Section 184 of the BCA, as modified by the Interim Order, the Final Order and this Section 3.1; provided that, notwithstanding subsection 184(5) of the BCA, the written objection to the Arrangement Resolution referred to in subsection 184(5) of the BCA must be received by the Company not later than 5:00 p.m. (Regina time) two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights will be deemed to have transferred the Common Shares

held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser (free and clear of all Liens), as provided in Section 2.3(a) and if they:

- (a) ultimately are entitled to be paid fair value for such Common Shares: (i) will be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(a)); (ii) will be entitled to be paid the fair value of such Common Shares which fair value notwithstanding anything to the contrary contained in Part I, Division XIV of the BCA, will be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Common Shares; or
- (b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares will be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Common Shares.

Recognition of Dissenting Holders

3.2 **(a) In no circumstances will the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised.**

(b) For greater certainty, in no case will the Purchaser, the Company or any other Person be required to recognize Dissenting Holders as holders of Common Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(a), and the names of such Dissenting Holders will be removed from the registers of holders of Common Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(a) occurs. In addition to any other restrictions under Section 184 of the BCA, none of the following will be entitled to exercise Dissent Rights: (i) holders of Options; and (ii) holders of Common Shares who vote or have instructed a proxyholder to vote such Common Shares in favour of the Arrangement Resolution (but only in respect of such Common Shares).

4. CERTIFICATES AND PAYMENTS

Payment of Consideration

4.1 **(a) Prior to the filing of the Articles of Arrangement the Purchaser will deposit or arrange to be deposited, for the benefit of Shareholders, cash with the Depositary in the aggregate amount equal to the payments in respect thereof required by this Plan of Arrangement, with the amount per Common Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration per Common Share for this purpose, net of applicable withholdings for the benefit of the holders of Common Shares. The cash deposited with the Depositary by or on behalf of the Purchaser will be held in an interest-bearing account, and any interest earned on such funds will be for the account of the Purchaser.**

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(b), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of Common Shares represented by such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Common Shares less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered will forthwith be cancelled.

(c) Not less than one Business Day prior to the Effective Time, in accordance with the Arrangement Agreement, the Purchaser shall (and Bridgeway shall ensure that the Purchaser shall) deposit, or shall cause to be deposited the Advance Amount with the Depositary for the exclusive purpose of making the cash

payments to former holders of Options in accordance with this Section 4.1(c). The cash shall be held in a separate interest bearing account and any interest earned on such funds prior to one minute after the Effective Time shall be for the account of the Purchaser and thereafter for the account of the Company. On or as soon as practicable after the Effective Date, the Depository shall deliver, on behalf of the Company, to each person who immediately before the Effective Time was a holder of In-the-Money Options, as reflected on the register or accounts maintained by or on behalf of the Company in respect of Options as provided to the Depository and who is entitled to a payment hereunder pursuant to Section 2.3(b), a cheque (or other form of immediately available funds) representing the cash payment, if any, which such Optionholder is entitled to receive pursuant to Section 2.3(b), as the case may be, less any amounts required to be withheld pursuant to Section 4.3.

(d) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Common Shares will be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Common Shares not duly surrendered on or before the sixth anniversary of the Effective Date will cease to represent a claim by or interest of any former holder of Common Shares of any kind or nature against or in the Company or the Purchaser. On such date, all cash to which such former holder was entitled will be deemed to have been surrendered to the Purchaser or the Company, as applicable, and will be paid over by the Depository to the Purchaser or as directed by the Purchaser.

(e) The Company and the Purchaser will cause the Depository, as soon as a former holder of Common Shares becomes entitled to a net cash payment in accordance with Sections 4.1(b), as applicable, to:

(i) forward or cause to be forwarded by first class mail (postage paid) to such former holder of Common Shares at the address specified by such former holder;

(ii) if requested by such former holder of Common Shares, make available at the offices of the Depository for pick up by such former holder; or

(iii) if such former holder of Common Shares neither specifies an address as described in Section 4.1(e)(i) nor provides a request as described in Section 4.1(e)(ii) forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address of such former holder as shown on the applicable securities register maintained by or on behalf of the Company immediately prior to the Effective Time;

a cheque representing the net cash payment, if any, payable to such former holder in accordance with the provisions hereof.

(f) Any payment made by way of cheque by the Depository (or the Company, if applicable) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depository (or the Company) or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Time will cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Common Shares or the Options pursuant to this Plan of Arrangement will terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

(g) No holder of Common Shares, Options or DSUs will be entitled to receive any consideration with respect to such Common Shares, Options or DSUs other than the cash payment(s), to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

Lost Certificates

4.2 In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to Section 2.3 will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will pay to such holder, in exchange for such lost, stolen or destroyed certificate, the cash which such holder has the right to receive under the Arrangement for such Common Shares, deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered will, as a condition precedent to the delivery of such cash, give a bond satisfactory to the Company, the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Company in a manner satisfactory to the Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Withholding Rights

4.3 The Purchaser, the Company and the Depositary, as applicable, will be entitled to deduct and withhold from any consideration otherwise payable or otherwise deliverable to any Affected Securityholders under the Plan of Arrangement such amounts as the Purchaser, the Company or the Depositary, as applicable, are required or reasonably believe after considering the advice of counsel to be required to deduct and withhold from such consideration under any provision of any Laws in respect of Taxes. Any such amounts will be deducted, withheld and remitted from the consideration payable pursuant to the Plan of Arrangement, provided that such deducted and withheld amounts are actually remitted to the appropriate Governmental Entity in accordance with applicable Law, be treated for all purposes under this Agreement as having been paid to the Affected Securityholders in respect of which such deduction, withholding and remittance was made.

No Liens

4.4 Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any Liens or other claims of third parties of any kind.

Paramountcy

4.5 From and after the Effective Time: (a) this Plan of Arrangement will take precedence and priority over any and all Common Shares and Options issued or outstanding prior to the Effective Time, (b) the rights and obligations of each of the holders of Common Shares and Options, the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, will be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares or Options will be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

5. AMENDMENTS

Amendments to Plan of Arrangement

5.1 (a) **The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement in accordance with Arrangement Agreement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and the Purchaser, each acting reasonably (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to the Shareholders and each holder of Options if and as required by the Court.**

(b) Any amendment, modification or supplement to this Plan of Arrangement made in accordance with the Arrangement Agreement may be proposed by the Company at any time prior to the Meeting (provided that the Purchaser will have consented thereto) with or without any other prior notice or

communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting will be effective only if (i) it is consented to in writing by each of the Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Affected Securityholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

6. FURTHER ASSURANCES

Further Assurances

6.1 Notwithstanding that the transactions and events set out in this Plan of Arrangement will occur and will be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

APPENDIX I

The rights, privileges, restrictions and conditions attaching to the Common Shares of Amalco are as follows:

- (1) Each holder of Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Company, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Common Share held by such holder.
- (2) The holders of Common Shares shall be entitled to receive dividends if and when declared by the directors.
- (3) In the event of any liquidation, dissolution or winding-up of the Company or other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs, the holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive the remaining property or assets of the Company.

APPENDIX D
SECTION 184 OF THE BCA

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SECTION 184 OF THE BCA

Right to dissent

184(1) Subject to sections 185 and 234, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under clause 186.1(4)(d) that affects the holder or if the corporation resolves to:

- (a) amend its articles under section 167 or 168 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;
- (b) amend its articles pursuant to section 167 to add, change or remove any restriction on:
 - (i) the business or businesses that the corporation may carry on; or
 - (ii) the powers that the corporation may exercise;
- (c) amalgamate with another corporation, otherwise than under section 178;
- (d) be continued under the laws of another jurisdiction under section 182; or
- (e) sell, lease or exchange all or substantially all its property under subsection (2) of section 183.

Further right

(2) The articles of a corporation may provide that a holder of any class or series of shares of a corporation, except a holder of shares of a distributing corporation, who is entitled to vote under section 170 may dissent if the corporation resolves to amend its articles in a manner described in that section.

Payment for shares

(3) In addition to any other right he may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which he dissents or an order made under subsection 186.1(4) becomes effective, to be paid by the corporation the fair value of the shares held by him in respect of which he dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by him on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of his right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn his objection.

Demand for payment

(7) A dissenting shareholder shall, within twenty days after he receives a notice under subsection (6) or, if he does not receive such notice, within twenty days after he learns that the resolution has been adopted, send to the corporation a written notice containing;

- (a) his name and address;
- (b) the number and class of shares in respect of which he dissents; and
- (c) a demand for payment of the fair value of such shares.

Share certificate

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which he dissents to the corporation or its transfer agent.

Forfeiture

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of his shares as determined under this section except where:

- (a) the dissenting shareholder withdraws his notice before the corporation makes an offer under subsection (12);
- (b) the corporation fails to make an offer in accordance with subsection (12) and the dissenting shareholder withdraws his notice; or
- (c) the directors revoke a resolution to amend the articles under subsection (2) of section 167 or subsection (4) of section 168, terminate an amalgamation agreement under subsection (6) of section 177 or an application for continuance under subsection (6) of section 182, or abandon a sale, lease or exchange under subsection (8) of section 183;

in which case his rights as a shareholder are reinstated as of the date he sent the notice mentioned in subsection (7).

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice:

- (a) a written offer to pay for his shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation application to court

(15) Where a corporation fails to make an offer under subsection (12), or where a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within any further period of time that the court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) Upon an application to a court under subsection (15) or (16):

- (a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and
- (b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of his right to appear and be heard in person or by counsel.

Powers of court

(20) Upon an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of his shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may:

- (a) withdraw his notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to his full rights as a shareholder; or
- (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that:

- (a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or
- (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

**APPENDIX E
INTERIM ORDER**

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COURT FILE NUMBER Q.B.G. No. 988 of 2020

Clerk's Stamp

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF SECTION 186.1 OF
THE BUSINESS CORPORATIONS ACT, RSS 1978, C B-10, AS AMENDED**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING
INPUT CAPITAL CORP., ITS SHAREHOLDERS, AND 102109637 SASKATCHEWAN
LTD., A WHOLLY-OWNED SUBSIDIARY OF BRIDGEWAY NATIONAL CORP.**

APPLICANT INPUT CAPITAL CORP.

RESPONDENT THE DIRECTOR OF CORPORATIONS FOR SASKATCHEWAN

ORDER

Before the Honourable Madam Justice Rothery in Chambers the 25th day of August, 2020.

UPON the Application of McKercher LLP, counsel on behalf of the Applicant, Input Capital Corp. ("**Input**") for an Order of the Court in connection with a proposed special meeting in respect of a proposed arrangement pursuant to section 186.1 of *The Business Corporations Act*, RSS 1978, c B-10 (the "**SBCA**"), coming on for hearing at Saskatoon, Saskatchewan, on August 25, 2020, and upon hearing Janine Lavoie-Harding and Caroline Smith, counsel for the Applicant, and counsel for 102109637 Saskatchewan Ltd. (the "**Purchaser**");

AND UPON reading the Originating Application, the Notice of Application, the Affidavit of Doug Emsley sworn on August 19, 2020 (the "**Emsley Affidavit**"), including the Plan of Arrangement (the "**Plan of Arrangement**"), which is attached as Appendix C to the draft Management Information Circular (the "**Information Circular**"), which is attached as **Exhibit "A"** to the Emsley Affidavit, the Arrangement (the "**Arrangement**") as described in the Plan of Arrangement, the Arrangement Agreement (the "**Arrangement Agreement**"), which is attached as Exhibit "B" to the Emsley Affidavit, the Affidavit of Brad Farquhar sworn on August 19, 2020, and the Affidavit of David A. Brown, Q.C., sworn on August 18, 2020;

AND UPON noting that the director (the “**Director**”) appointed under section 279 of the SBCA has been duly notified of this application as required by subsection 186.1(5) of the SBCA and that the Director does not intend to appear or make submissions with respect to this application;

THE COURT ORDERS THAT:

General

1. Unless otherwise defined, terms beginning with capital letters in this Interim Order shall have the respective meanings set out in the Information Circular which is attached as **Exhibit “A”** to the Emsley Affidavit, as filed in this proceeding.

The Meeting

2. Input is authorized and directed to call, hold and conduct a special meeting (the “**Meeting**”) of the holders (the “**Input Shareholders**”) of shares in the capital of Input (the “**Input Shares**”) on September 23, 2020, at Regina, Saskatchewan, at 10:00 a.m. (Regina Time) in order for the Input Shareholders to consider and, if determined advisable, pass a special resolution (the “**Arrangement Resolution**”), substantially in the form attached as **Appendix B** to the Information Circular, authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement.

3. The Meeting shall be called, held and conducted in accordance with, (i) the applicable provisions of the SBCA, (ii) the Notice of Meeting that accompanies the Information Circular (the “**Notice of Meeting**”), and (iii) the articles and by-laws of Input, subject to the provisions of this Interim Order and subject to any further order of this Court, and the rulings and directions of the chairperson of the Meeting (the “**Chair**”).

4. Input may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

5. Input, if it deems advisable and subject to the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without

the necessity of first convening the Meeting or first obtaining any vote of the Input Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Input may determine is appropriate in the circumstances. If the Meeting is adjourned or postponed in accordance with this Order, the references to the Meeting in this Order shall be deemed to be the Meeting as adjourned or postponed, as the context allows.

Record Date for Notice

6. The record date (the “**Record Date**”) for determination of the Input Shareholders entitled to notice of, and to vote at, the Meeting was August 24, 2020. The Record Date will not change in respect of any adjournment(s) of the Meeting, unless required by applicable securities laws. Only Input Shareholders whose names were entered on the register of August 24, 2020 as at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting provided that, to the extent an Input Shareholder transfers the ownership of any Input Shares after the Record Date and the transferee of those Input Shares produces properly endorsed Input Share certificates or otherwise establishes ownership of such Input Shares and demands, not later than 10 days before the Meeting, to be included on the list of Input Shareholders entitled to vote at the Meeting, such transferee will be entitled to vote those Input Shares at the Meeting.

Notice of Record Date

7. The notice of the Record Date filed on the System for Electronic Document and Retrieval (SEDAR) on August 14, 2020 and advertised in the National Post on August 15, 2020 shall constitute good and sufficient notice of the Record Date, including for the purpose of providing notice of the Record Date pursuant to section 2.2 of National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* and section 128(4) of the SBCA.

Chair and Quorum

8. The Chair shall be determined by Input and the quorum required to consider and transact business, other than the appointment of a Chair and to adjourn the Meeting, shall be constituted by two Input Shareholders, representing not less than 25% of the Input Shares entitled to be voted at the Meeting, present in person or represented by proxy.

9. If within 30 minutes from the time appointed for the Meeting, a quorum is not present, the Meeting shall stand adjourned to a date not less than two (2) and not more than 30 days later, as may be determined by the Chair of the Meeting. No notice of the adjourned meeting shall be required and, if at such adjourned meeting a quorum is not present, the Input Shareholders present at the adjourned meeting in person or represented by proxy shall constitute a quorum for all purposes.

10. The only persons entitled to attend at the Meeting or speak at the Meeting shall be:

- (a) Input Shareholders as at the Record Date or their respective proxyholders;
- (b) the officers, directors, auditors, legal counsel and professional advisors of Input and representatives and legal counsel of other parties to the Arrangement;
- (c) the Director; and,
- (d) any other persons who receive the permission of the Chair of the Meeting.

Amendments to Arrangement and Plan of Arrangement

11. Subject to the terms of the Arrangement Agreement and the Plan of Arrangement and paragraph 12 below, Input is authorized to make such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine, without any additional notice to the Input Shareholders, or others entitled to receive notice under paragraphs 14 and 15 hereof, and the Arrangement and Plan of Arrangement as so amended, modified or supplemented shall be the Arrangement and Plan

of Arrangement to be submitted to the Input Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications, or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

12. If any amendments, modifications or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 11 above, would, if disclosed, reasonably be expected to materially affect an Input Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Input may determine.

Amendments to Information Circular

13. Input is authorized to make such amendments, revisions or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised or supplemented, shall be the Information Circular to be distributed in accordance with paragraphs 14 and 15 hereof.

Notice of Meeting, Originating Application and Interim Order

14. In order to effect notice of the Meeting, Input shall send the Information Circular (including the Originating Application and the Interim Order), together with the Notice of Meeting, the form of proxy or voting instruction form for the Input Shareholders and the letter of transmittal (collectively referred to as the "**Meeting Materials**"), in substantially the forms attached as exhibits to the Emsley Affidavit and filed in this proceeding with such amendments or additional documents as counsel may advise are necessary or desirable (provided that such amendments or additional documents are not inconsistent with this Interim Order), to:

- (a) the registered Input Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting by one or more of the following methods:
 - (i) by pre-paid ordinary or first class mail at the addresses of the Input Shareholder as they appear on the books and records of Input, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Input;
 - (ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or
 - (iii) by facsimile or electronic transmission to any Input Shareholder, who is identified to the satisfaction of Input, who requests such transmission in writing and, if required by Input, who is prepared to pay the charges for such transmission;
- (b) the non-registered Input Shareholders by, (i) with respect to objecting beneficial owners, providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner; and (ii) with respect to non-objecting beneficial owners, by direct mailing a copy of the Meeting Materials to each beneficial owner, in each case in accordance with National Instrument 54-101 - Communication with Beneficial Owners of Securities of a Reporting Issuer; and,
- (c) the directors and auditors of Input, and to the Director appointed under the SBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

15. Input is hereby directed to distribute the Information Circular (including the Originating Application and this Interim Order), and any other communications or documents determined by Input to be necessary or desirable (collectively, the “**Court Materials**”) to the holders of options in the capital of Input (“**Input Options**”) and to holders of the deferred share units in the capital of Input (the “**DSUs**”) by any method permitted for notice to the Input Shareholders as set forth in subparagraphs 14(a) or 14(b), above, concurrently with the distribution described in paragraph 15 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Input or its registrar and transfer agent at the close of business on the Record Date. In the case of holders of Input Options or DSUs who are directors, officers or employees of Input, Input shall have the option to deliver the Court Materials to them by electronic means.

16. The accidental failure or omission of Input to give notice of the Meeting or distribute the Meeting Materials or the Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Input, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Input, Input shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

17. Input is hereby authorized to make such amendments, revisions or supplements (“**Additional Information**”) to the Meeting Materials and the Court Materials after distribution as Input may determine in accordance with the terms of the Arrangement Agreement. Subject to paragraph 12 hereof, Input may distribute or otherwise communicate such Additional Information by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Input may determine.

18. Distribution of the Meeting Materials and the Court Materials pursuant to paragraphs 14 and 15 of this Interim Order shall constitute notice of the Meeting and good and sufficient service and notice of the Originating Application and the Interim Order upon the persons described in paragraphs 14 and 15 hereof, and that those persons are bound by any orders made on the Originating Application. Input shall not be required to serve copies of any Affidavit filed in support except upon written request to the solicitors for Input at their address for delivery set out in the Originating Application. For further certainty, service on an Input Shareholder who is also a director of Input in accordance with paragraph 14 and 15 shall constitute adequate service of the Court Materials on such person in his or her capacity as director of Input. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of this proceeding or the Meeting to such persons or to any other persons, except to the extent required by paragraph 12 hereof.

Solicitation and Revocations of Proxies

19. Input is authorized to use the letter of transmittal and the proxy, in substantially the same form as the drafts accompanying the Information Circular, with such amendments and additional information as Input may determine are necessary or desirable, subject to the terms of the Arrangement Agreement.

20. Input is authorized, at its expense, to solicit proxies in respect of the Meeting directly or through its officers, directors or employees, and through such agents or representatives as Input may retain for that purpose, and by mail or such other form of personal or electronic communication as it may determine. Input may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by the Input Shareholders, if Input deems it advisable to do so.

21. Any proxy to be used at the Meeting must be delivered to the office of TSX Trust Company by mail to TSX Trust Company, Attn: Proxy Dept, 301 – 100 Adelaide Street West Toronto, Ontario, M5H 4H1 by no later than 5:00 p.m. (Toronto time) on September 21, 2020 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any

reconvened meeting if the Meeting is adjourned or postponed), or by otherwise carefully and strictly following the instructions on the form of proxy.

22. Input Shareholders will be entitled to revoke their proxies in accordance with subsection 142(4) of the SBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments or acts in writing deposited pursuant to subsection 142(4)(a)(i) of the SBCA may be deposited at the registered office of Input or with the Chair in the manner set out in the Information Circular.

Voting

23. The only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be Input Shareholders of record who hold Input Shares as at the close of business on the Record Date. Any illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but that do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

24. The votes shall be taken at the Meeting on the basis of one vote per common share held, and that in order for the Plan of Arrangement to be implemented, subject to further order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of at least two-thirds (66 2/3%) of the votes cast by the holders of Input Shares, present in person or represented by proxy at the Meeting. Such votes shall be sufficient to authorize Input to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Input Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

25. In respect of matters properly brought before the Meeting pertaining to items of business affecting Input other than in respect of the Arrangement Resolution, each Input Shareholder is entitled to one vote for each voting common share held.

Dissent Rights

26. Each registered holders of Input Shares shall be entitled to exercise Dissent Rights (as hereinafter defined) in connection with the Arrangement Resolution, in accordance with section 184 of the SBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement), and provided that:

- (a) any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Input at 300 – 1914 Hamilton Street, Regina, SK S4P 3N6, Attn: Chief Executive Officer, with a copy to McKercher LLP at 800 – 1801 Hamilton Street, Regina, SK S4P 4B4, Attn: Patricia J. F. Warsaba, Q.C., which written objection must be received by Input not later than 5:00 p.m. (Regina time) on September 21, 2020 or 5:00 p.m. (Regina time) on the day that is two business days immediately preceding the date that any adjournment or postponement of the Meeting is reconvened or held, as the case may be;
 - (b) a vote against the Arrangement Resolution, whether in person or by proxy, shall not constitute a written objection to the Arrangement Resolution as required under subparagraph 26(a) herein;
 - (c) an Input Shareholder who wishes to dissent shall not have voted his or her Input Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;
 - (d) an Input Shareholder may not exercise the right to dissent in respect of only a portion of the Input Shareholder's Input Shares, but may dissent only with respect to all of the Input Shares held by the Input Shareholder; and
 - (e) the exercise of such right to dissent must otherwise comply with the requirements of section 184 of the SBCA, as modified and supplemented by this Order and the Arrangement;
- (the “**Dissent Rights**”).

27. Notwithstanding 184(3) of the SBCA, the Purchaser, not Input, shall be required to offer to pay fair value, as of the day prior to approval of the Arrangement Resolution, for voting shares held by Input Shareholders who duly exercise Dissent Rights, and to pay the amount to which such Input Shareholders may be entitled pursuant to the terms of the Arrangement Agreement or the Plan of Arrangement. In accordance with the Plan of Arrangement and the Information Circular, all references to the “corporation” in subsections 184(3) and 184(11) to 184(26) inclusive of the SBCA (except for the second reference to the “corporation” in subsection 184(12) of the SBCA and the two references to the “corporation” in subsection 184(17) of the SBCA) shall be deemed to refer to the Purchaser in place of the “corporation”, and the Purchaser shall have all of the rights, duties and obligations of the “corporation” under subsections 184(11) to 184(26), inclusive, of the SBCA.

28. Any Input Shareholder who duly exercises such Dissent Rights as set out in paragraph 27 above and who:

- (a) is ultimately determined by this Honourable Court to be entitled to be paid fair value for her, his or its voting common shares, shall be deemed to have transferred those voting common shares as of the effective date of the Arrangement under the SBCA (the “**Effective Date**”), without any further act or formality and free and clear of any liens, claims, encumbrances, charges, adverse interests or security interests, to the Purchaser in consideration for a debt claim against the Purchaser equal to such fair value; or,
- (b) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for her, his or its voting common shares pursuant to the exercise of the Dissent Rights, shall be deemed to have participated in the Arrangement, on the same basis and at the same time as any non-dissenting Input Shareholder;

but in no case shall Input, the Purchaser, or any other person be required to recognize such Input Shareholders as holders of at or after the date upon which the Arrangement becomes

effective and the names of such Input Shareholders shall be deleted from Input's register of holders of Input Shares at that time.

29. Subject to further order of this Court, the rights available to Input Shareholders under the SBCA and the Arrangement to dissent from the Arrangement Resolution shall constitute full and sufficient dissent rights for the Input Shareholders with respect to the Arrangement Resolution.

30. Notice to the Input Shareholders of their right to dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the SBCA and the Arrangement, the fair value of the consideration to which a Dissenting Shareholder is entitled pursuant to the Arrangement shall be sufficiently given by including information with respect to this right as set forth in the Information Circular which is to be sent to Input Shareholders in accordance with paragraphs 14 and 15 of this Order.

Hearing for Approval of the Arrangement

31. Upon the approval of the Arrangement Resolution in the manner set forth in this Interim Order, Input may proceed with the hearing (the "**Final Order Hearing**") of the Originating Application to this Honourable Court for approval of the Arrangement. The Final Order Hearing will be set for September 28, 2020, at the Court House at 10:00 a.m. (Saskatoon time) or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

32. Distribution of the Originating Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 14 and 15, shall constitute good and sufficient service of the Originating Application and this Interim Order and no other form of service need be effected and no other material need be served unless a notice of intention to appear is served in accordance with paragraph 33 hereof.

33. Any Input Shareholder or other interested party (each an "**Interested Party**") desiring to appear and make submissions at the application for the Final Order is required to file with this Court and serve upon the Applicant, on or before 4:00 p.m. (Regina time) on

September 21, 2020, a notice of intention to appear (“**Notice of Intention to Appear**”) including the Interested Party’s address for service (or alternatively, a facsimile number for service by facsimile or an email address for service by electronic mail), indicating whether such Interested Party intends to support or oppose the application or make submissions at the application, together with a summary of the position such Interested Party intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. The Notice of Intention to Appear shall be prepared substantially in accordance with the form attached as Schedule “A” hereto.

34. Any Notice of Intention to Appear served in response to the Originating Application shall be served on the lawyers for Input, with a copy to the lawyers for the Purchaser, as soon as is reasonably practicable, and in any event not less than seven days before the hearing of the Final Order Hearing, at the following addresses:

- (a) Lawyers for Input: McKercher LLP, 374 Third Avenue South, Saskatoon, SK S7K 1M5, Attention: Janine Lavoie-Harding/Caroline Smith, email: j.lavoie-harding@mckercher.ca/c.smith@mckercher.ca; and,
- (b) Lawyers for the Purchaser: Wildeboer Dellelce LLP, Suite 800, 365 Bay Street, Toronto, ON M5H 2V1, Attention: Jeff Hergott, email: jhergott@wildlaw.ca.

35. Subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the Final Order Hearing shall be:

- (a) Input;
- (b) the Purchaser;
- (c) the Director; and,
- (d) any person who has filed a Notice of Intention to Appear in accordance with paragraph 33 hereof.

36. Any materials to be filed by Input in support of the Originating Application for final approval of the Arrangement may be filed up to one (1) day prior to the hearing of the Originating Application for final approval of the Arrangement without further order of this Honourable Court.

37. In the event the Originating Application for final approval of the Arrangement does not proceed on the date set forth in the Originating Application, and is adjourned, only those parties appearing before this Court for the Final Order and those persons who served and filed a Notice of Intention to Appear Appearance in accordance with paragraphs 34 and 35 shall be entitled to be given notice of the adjourned date.

Precedence

38. To the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing, or collateral to the voting common shares, Input Options, DSUs, or to the articles or by-laws of Input, this Interim Order shall govern.

Extra-Territorial Assistance

39. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory, or administrative body in any Province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or legislature of any province and any court or any judicial, regulatory, or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance of this Interim Order

40. Input shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as the Court may direct.

ISSUED at Saskatoon, in the Province of Saskatchewan, this 25th day of August, 2020.


(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McKERCHER LLP
Name of lawyers in charge of file:	Janine L. Lavoie-Harding/Caroline J. Smith
Address of legal firm:	374 Third Avenue South Saskatoon SK S7K 1M5
Telephone number:	(306) 653-2000
Fax number:	(306) 653-2669
E-mail address:	j.lavoie-harding@mckercher.ca / c.smith@mckercher.ca
File number:	109593.214

Schedule "A"

COURT FILE NUMBER Q.B.G. No. 988 of 2020

Clerk's Stamp

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF SECTION 186.1 OF
THE BUSINESS CORPORATIONS ACT, RSS 1978, C B-10, AS AMENDED**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING
INPUT CAPITAL CORP., ITS SHAREHOLDERS, AND 102109637 SASKATCHEWAN
LTD., A WHOLLY-OWNED SUBSIDIARY OF BRIDGEWAY NATIONAL CORP.**

APPLICANT INPUT CAPITAL CORP.

RESPONDENT THE DIRECTOR OF CORPORATIONS FOR SASKATCHEWAN

NOTICE OF INTENTION TO APPEAR

1. TAKE NOTICE that _____ (the "Interested Party") intends to appear and make submissions at the application for the Final Order in these proceedings.

2. The Interested Party intends to:

support the application for the Final Order;

[check one] - or -

oppose the application for the Final Order.

3. The interested Party:

does intend to make submissions at the hearing of the application for the Final Order;

[check one] - or -

does not intend to make submissions at the hearing of the application for the Final Order.

4. A summary of the position that the Interested Party intends to advocate at the hearing of the application for the Final Order is as follows:

5. The Interested Party intends to present the following evidence or materials to the Court at the hearing of the application for the Final Order:

- a) _____
- b) _____
- c) _____

6. The address for service (or facsimile number for service by facsimile or e-mail address for service by e-mail) of the Interested Party is as follows:

DATED at _____, in the Province of _____, this ____ day of _____, 2020.

[INTERESTED PARTY]

Per: _____
Name of Individual Signing this Notice of
Intention to Appear on Behalf of the
Interested Party

APPENDIX F
ORIGINATING APPLICATION FOR THE FINAL ORDER

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FORM 3-49
(Rule 3-49)

COURT FILE NUMBER Q.B.G. No. 988 of 2020

Clerk's Stamp

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF SECTION 186.1 OF
THE BUSINESS CORPORATIONS ACT, RSS 1978, c B-10, AS AMENDED**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING
INPUT CAPITAL CORP., ITS SHAREHOLDERS, AND 102109637 SASKATCHEWAN
LTD., A WHOLLY-OWNED SUBSIDIARY OF BRIDGEWAY NATIONAL CORP.**

APPLICANT INPUT CAPITAL CORP.

RESPONDENT THE DIRECTOR OF CORPORATIONS FOR SASKATCHEWAN

ORIGINATING APPLICATION

**(approval of arrangement;
section 186.1 of *The Business Corporations Act*, RSS 1978, c B-10)**

NOTICE TO THE RESPONDENT(S)

TO: ALL HOLDERS OF SHARES OF THE APPLICANT

AND TO: ALL DIRECTORS OF THE APPLICANT

AND TO: THE AUDITORS OF THE APPLICANT

**AND TO: ALL HOLDERS OF OPTIONS IN THE CAPITAL OF THE
APPLICANT**

**AND TO: ALL HOLDERS OF DEFERRED SHARE UNITS IN THE CAPITAL
OF THE APPLICANT**

AND TO: 102109637 SASKATCHEWAN LTD.

AND TO: BRIDGEWAY NATIONAL CORP.

AND TO: THE DIRECTOR OF CORPORATIONS FOR SASKATCHEWAN

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court. To do so, you must be in Court when the application is heard as shown below:

Where: Court of Queen's Bench, Court House
520 Spadina Crescent East
Saskatoon, SK S7K 3G7

Date: **Monday, September 28, 2020**

Time: **10:00 a.m.**

Go to the end of this document to see what you can do and when you must do it.

Remedy Sought:

1. The Applicant, Input Capital Corp. ("**Input**"), applies to this Honourable Court for the following items of relief, namely:

Interim Order

- (a) an interim order (the "**Interim Order**") pursuant to section 186.1 of *The Business Corporations Act*, RSS 1978, c B-10, as amended (the "**SBCA**") with respect to, among other matters:
 - (i) the calling, holding, and conducting of a special meeting (the "**Input Meeting**") of the shareholders of Input (the "**Input Shareholders**") to consider an arrangement involving Input, 102109637 Saskatchewan Ltd. (the "**Purchaser**"), and the Input Shareholders (the "**Arrangement**"); and,
 - (ii) the giving of notice of the Input Meeting and of this application to all interested persons;

Final Order

- (b) a final order pursuant to section 186.1 of the SBCA (the "**Final Order**"), with respect to, among other matters:

- (i) granting final approval of the Arrangement, as proposed by Input substantially in the form of the Plan of Arrangement attached as an appendix to the Notice of Special Meeting of Shareholders and Information Circular of Input prepared in respect of the Input Meeting; and,
- (ii) declaring that the terms and conditions of the Arrangement and the transfer of securities to be effected thereby are fair and reasonable to the Input Shareholders; and,

Other Orders

- (c) such further relief as this Honourable Court shall deem just.

Material Facts and Grounds for this Application:

2. For the purposes of this Originating Application, all capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Glossary in the draft management information circular prepared in contemplation of the Input Meeting.

A. The Parties

Input

3. Input was formed by an amalgamation under the SBCA on July 18, 2013. The principal business office of Input is located at 300 – 1914 Hamilton Street in Regina, Saskatchewan.

4. Input is an agriculture commodity streaming company with a focus on canola, the largest and most profitable crop in Canadian agriculture. Input has developed several flexible and competitive forms of financing that help western Canadian canola farmers solve working capital, mortgage finance, and canola marketing challenges, and improve the financial position of their farms. Under a streaming contract, Input provides capital in exchange for a stream of canola via multi-year fixed-volume canola purchase contracts.

5. The authorized capital of Input consists of an unlimited number of common shares (the “**Input Shares**”). There is no other class of shares authorized. As at August 19, 2020, there were 53,528,467 Input Shares issued and outstanding. To the knowledge of the directors and officers of Input, as at August 19, 2020, no person beneficially owns, or exercises control or direction over, directly or indirectly, 10% or more of the issued and outstanding Input Shares except Doug Emsley, who owns, directly and indirectly, 11,650,481 Input Shares, or 21.74% of the issued and outstanding Input Shares.

6. The Input Shares, which have been listed for trading on the TSX Venture Exchange (“**TSXV**”) under the symbol “**INP**” since July 22, 2013, carry one vote per share for all matters coming before the Input Shareholders at the Input Meeting. Input expects that the Input Shares will be de-listed from the TSXV on or following the Effective Date of the Arrangement.

7. Input is solvent within the meaning of the SBCA. Input is able to pay its liabilities as they come due, and the realizable value of Input’s assets exceeds the aggregate of its liabilities and stated capital.

102109637 Saskatchewan Ltd.

8. 102109637 Saskatchewan Ltd. (the “**Purchaser**”) is a wholly-owned subsidiary of Bridgeway National Corp. (“**Bridgeway**”). Bridgeway is a publicly-traded diversified holding company with a focus on acquiring quality, well-positioned businesses that operate in industries with strong tail winds. Bridgeway is fundamentally grounded in its core investment focus of acquiring interests in strong business concerns run by qualified and ethical management teams.

B. The Arrangement

9. The proposed Arrangement is an “arrangement” within the meaning of section 186.1 of the SBCA.

10. The steps in the Arrangement are set out in detail in the Plan of Arrangement, and may be summarized as follows:

- (a) the Purchaser will advance a loan to Input equal to the aggregate In-the-Money Option Consideration (as defined below);
- (b) In respect of the Input Options (vested or unvested) outstanding immediately prior to the Effective Time:
 - (i) Each Input Option with an exercise price of less than \$1.75 per share will be transferred to Input in exchange for a cash payment equal to the difference between \$1.75 per share and the exercise price, less applicable taxes and deductions (the “**In-the-Money Option Consideration**”),
 - (ii) Each Input Option with an exercise price equal to or greater than \$1.75 per share will be transferred to Input for no consideration, and
 - (iii) All Input Options and related agreements will be cancelled;
- (c) In respect of the DSUs (vested or unvested) outstanding immediately prior to the Effective Time:
 - (i) Input will pay each DSU Holder \$1.75 in cash for each DSU, and
 - (ii) All DSUs and related agreements will be cancelled;
- (d) In respect of the Input Shares:
 - (i) Dissenting Holders will transfer their Input Shares to the Purchaser in exchange for a debt claim against the Purchaser in an amount to be determined pursuant to Section 3.1 of the Plan of Arrangement, and
 - (ii) Input Shareholders other than Dissenting Holders, the Purchaser, and the Purchaser’s affiliates will transfer their Input Shares to the Purchaser in exchange for a cash payment of \$1.75 per share;

(e) Input will amalgamate with the Purchaser to form an amalgamated corporation named Input Capital Corp.; and

(f) The Input Shares will be cancelled.

11. By the hearing of this application, all statutory requirements under the SBCA and all requirements under the Interim Order will have been complied with.

C. **Impracticability**

12. Having regard to the objectives of the transaction between Input and the Purchaser, and the necessary elements of the transaction given those objectives, there are three reasons it would be impracticable to proceed other than by way of an arrangement under the SBCA.

13. First, the Purchaser has informed Input that it would undertake the transaction only on the basis that the Purchaser could acquire all the issued and outstanding Input Shares in a single transaction, and that no other security in the capital of Input would remain outstanding following the completion of the transaction. An arrangement provides the Purchaser with assurance that if the requisite percentage of Input Shareholders vote in favour of the Arrangement, then the Purchaser will be able to acquire all the Input Shares and that no other security in the capital of Input would remain outstanding following the completion of the transaction.

14. Second, there is no practicable means under the SBCA, other than pursuant to the arrangement provisions of section 186.1, to structure the transaction so that the Purchaser, and not Input, is the party obliged to pay fair value to dissenting Input Shareholders, as proposed under the Arrangement Agreement.

15. Third, it is unlikely that Input would be able to engage all of the Input Shareholders and get their participation in this transaction by any other means. Input Shares are publicly traded and there are numerous Input Shareholders in many different

jurisdictions; given the short timeframe in which Input must close this transaction, it would be impossible to obtain their cooperation individually.

16. In summary, the arrangement provisions of the SBCA provide the only practical, realistic, and certain means by which Input can complete the Arrangement.

D. Fairness and Board Approval

17. The Arrangement is put forward in good faith and is fair and reasonable. It is the product of arms-length negotiations. The price to be paid for each Input Share is \$1.75, a significant premium relative to the trading price and book value of Input Shares. The consideration that will be paid in respect of Input Options and DSUs is mathematically equivalent to that paid for the Input Shares. The Input Board unanimously approved the Arrangement, and all of Input's directors and optionholders have entered into voting and support agreements under which they have agreed to vote their Input Shares in favour of the Arrangement.

E. The Input Meeting and Arrangement Resolution

18. If the Interim Order is granted, a special meeting of Input Shareholders will be held at 10:00 am (Regina time) on September 23, 2020 at the McKercher LLP office located at 800 – 1801 Hamilton Street in Regina (the “**Input Meeting**”).

19. At the Input Meeting, Input will ask the Input Shareholders to consider and, if deemed advisable, pass a resolution (the “**Arrangement Resolution**”) substantially in the form attached as Appendix B to Input's draft management information circular (the “**Draft Circular**”), which is Exhibit “A” to the Affidavit of Doug Emsley sworn on August 19, 2020 (the “**Emsley Affidavit**”). The Arrangement Resolution must be approved by at least 66 2/3% of the votes cast by Input Shareholders present in person or by proxy at the Input Meeting.

20. Before the Input Meeting, a management information circular substantially in the form of the Draft Circular will be sent to all Input Shareholders (the “**Final Circular**”).

When the Final Circular is sent to Input Shareholders, the draft interim order attached as Appendix F to the Draft Circular will be replaced by the Interim Order granted by this Honourable Court. Input has also prepared a form of Letter of Transmittal, a draft of which is attached as Exhibit “E” to the Emsley Affidavit, and a form of proxy or voting instruction form for each Input Shareholder, drafts of which are attached as Exhibits “F” and “G” to the Emsley Affidavit, which will accompany the Final Circular.

F. Dissent Rights

21. The Plan of Arrangement contemplates that the Interim Order will grant the registered Input Shareholders the right to dissent pursuant to section 184 of the SBCA. Registered Input Shareholders will have the right to dissent by delivering written notice of their dissent (a “**Dissent Notice**”) in the manner prescribed in the Circular no later than 5:00 p.m. (Regina time) on September 21, 2020 (or no later than 2 days, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Input Meeting is adjourned or postponed). If the dissenting Input Shareholder holds the Input Shares on behalf of a beneficial owner, the Dissent Notice must contain the name and address of the beneficial owner and a statement that the Input Shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the Input Shareholder’s name. Any Input Shareholder who votes in favour of the Arrangement Resolution shall not be entitled to exercise the right to dissent.

22. If this Honourable Court ultimately determines that a dissenting Input Shareholder is entitled to be paid fair value for their Input Shares, they are deemed to have transferred those Input Shares to the Purchaser as of the effective date of the Arrangement in consideration for a debt claim against the Purchaser. If this Honourable Court ultimately determines that a dissenting Input Shareholder is not entitled to be paid fair value for their Input Shares, they shall be deemed to have participated in the Arrangement on the same basis as any non-dissenting Input Shareholder.

23. The Plan of Arrangement contemplates that notwithstanding section 184(3) of the SBCA, the Purchaser, and not Input, shall be required to offer to pay fair value, as of the day

prior to the approval of the Arrangement Resolution, for Input Shares held by Input Shareholders who duly exercise dissent rights, and to pay the amount to which such Input Shareholders may be entitled pursuant to the terms of the Arrangement Agreement.

G. Court Approval of the Arrangement

24. It is a further term of the Arrangement Agreement that, upon obtaining the Interim Order and receiving the necessary approvals as set out above and as required by the Interim Order, Input shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 186.1 of the SBCA. It is intended that this application for the Final Order will be made on or about September 28, 2020 at 10:00 am at the Court of Queen's Bench of Saskatchewan in Saskatoon or on any other date that may be specified by the Court.

25. This Originating Application will be served on, among others, all Input Shareholders in the manner prescribed by this Honourable Court in the Interim Order.

26. No business creditors or creditors generally will be prejudiced by the Arrangement.

27. Such further and other grounds as counsel may advise and this Honorable Court may permit.

Materials in Support:

28. The following materials will be relied upon in support of this application, namely:

- (a) this Originating Application, with proof of service;
- (b) Notice of Application for Interim Order dated August 19, 2020;
- (c) Affidavit of Doug Emsley sworn August 19, 2020;
- (d) Affidavit of Brad Farquhar sworn August 19, 2020;
- (e) Affidavit of David A. Brown, Q.C. sworn August 18, 2020;

- (f) further supplementary affidavits to be sworn on behalf of Input reporting on compliance with the SBCA, any Interim Order, and the results of the Input Meeting;
- (g) such Interim Order as may be granted by this Honourable Court;
- (h) Brief of Law, to be filed; and
- (i) such further materials as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

29. The following acts and regulations will be relied upon in support of this application, namely:

- (a) *The Business Corporations Act*, RSS 1978, c B-10, section 186.1.
- (b) *The Queen's Bench Rules of Saskatchewan*, Rule 3-49(1)(f).

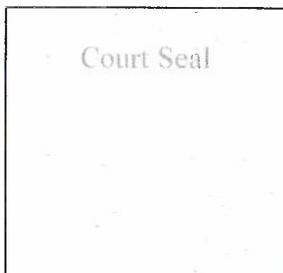
DATED at Saskatoon, Saskatchewan, this 20th day of August, 2020.

MCKERCHER LLP

Per:

Jamie Lavie-Harding
Counsel for the Applicant,
Input Capital Corp.

This notice is issued at the above-noted judicial centre on the 21st day of August, 2020.



M. LASBY
DEPUTY LOCAL REGISTRAR (*Seal*)

Local Registrar

NOTICE

You are named as a respondent because you have made or are expected to make an adverse claim with respect to this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken, which the applicant(s) is(are) entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form.

The rules require that a party moving or opposing an originating application must serve any brief of written argument on each of the other parties and file it at least 3 days before the date scheduled for hearing the originating application.

If you intend to rely on an affidavit or other evidence when the originating application is heard or considered, you must serve a copy of the affidavit and other evidence on the originating applicant at least 10 days before the originating application is to be heard or considered.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McKERCHER LLP
Name of lawyer in charge of file:	Janine L. Lavoie-Harding/Caroline J. Smith
Address of legal firm:	374 Third Avenue South Saskatoon SK S7K 1M5
Telephone number:	(306) 653-2000
Fax number:	(306) 653-2669
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File number:	109593.214

APPENDIX G INFORMATION CONCERNING INPUT

GENERAL INFORMATION

General

Input is the world's first agricultural commodity streaming company.

Input has three products: (1) capital stream contracts ("**Capital Stream Contracts**", or "**Capital Streams**"), (2) marketing stream contracts ("**Marketing Stream Contracts**", or "**Marketing Streams**") and (3) mortgage stream contracts ("**Mortgage Stream Contracts**", or "**Mortgage Streams**"). Capital Streams are designed to assist farmers with working capital, Marketing Streams are designed to assist farmers with maximizing the sale price of their canola and Mortgage Streams are designed to assist farmers with land financing requirements. In this Circular, Capital Streams, Marketing Streams and Mortgage Streams are collectively referred to as "**Streaming Contracts**", or "**Streams**".

Capital Stream Contracts

Capital Streams are an interest-free form of financing that enables Input to contract for a stream of crop – a committed purchase/sale of crop over multiple years. Rather than charging interest, Input provides an upfront deposit against future crop to be purchased at a discount from expected market prices. By entering into a Capital Stream, farmers are accessing capital today and shifting crop price and delivery timing risk onto Input. Capital Streams tend to be five or six years in length and in recent years have averaged about \$150,000 in size when measured by the size of the upfront deposit.

Marketing Stream Contracts

Launched in January 2017, Marketing Streams are multi-year crop purchase contracts under which Input commits to pick up, deliver, and market crop grown by a farmer in exchange for a percentage of the net price realized by Input when Input sells it. In most Marketing Streams, Input receives between 5% and 10% of the net price realized by Input when Input sells the crop. Farmers have done Marketing Streams with Input because 90% to 95% of the price Input gets through its marketing program is often better than 100% of the price they can achieve by themselves. By pooling their crop into Input's crop marketing program, they can access better pricing. Input also takes care of all the marketing and transportation logistics, saving the farmer time and effort.

Mortgage Stream Contracts

Farmland ownership provides many strategic benefits to farmers and often forms the basis of their retirement planning. Mortgage Streams are a suitable means of financing farmland and enable farmers to make their payments in crop instead of cash. Mortgage Streams are a unique mortgage product for farmers, offering a guaranteed crop price for five years, a single annual payment payable in physical crop, and we always come to the farm to pick up the crop, saving the farmer significant time and hassle. These features remove a significant number of timing and cash flow issues faced regularly by farmers.

The Mortgage Stream allows a farmer to get mortgage financing for new land acquisitions, or refinance existing land while hedging the price of canola for the duration of the mortgage term. This mortgage feature is unique in the industry.

Input generates revenue and cash flow through the sale of canola received via all types of Streaming Contracts to well-established grain handling companies and canola crushing plants located across Alberta, Saskatchewan and Manitoba as well as Montana and North Dakota. The canola sold is received through Streaming Contracts entered into between Input and farmers located in Alberta, Saskatchewan and Manitoba. The volume of canola deliverable pursuant to a Streaming Contracts is the number of tonnes agreed to between the farmer and Input and is calculated by Input to generate an acceptable rate of return for Input over the term of the Streaming Contract. Generally, Input organizes its own transportation in order to pick the canola up from the farmer's base of operations.

Upon delivery of the canola, the grain handling company or canola crushing plant purchases the canola delivered in Input's name from Input at a pre-determined contracted price or at the then current market price. Input may profit if the contracted or market prices are in excess of the total consideration paid under the Streaming Contracts to the farm operators.

Description of Share Capital

The authorized capital of Input consists of an unlimited number of common shares. All Input Shareholders are entitled to receive notice of and to attend all meetings of Input Shareholders. Each Input Share entitles the holder thereof to one vote per share at the Input Meeting.

The Input Shares are listed for trading on the TSXV under the symbol "INP". The registered office of Input is located at 300 – 1914 Hamilton Street, Regina, Saskatchewan S4P 3N6.

As at August 25, 2020, there were 53,528,467 Input Shares issued and outstanding.

Trading in Shares

The Input Shares are listed and posted for trading on the TSXV under the symbol "INP". The following table sets forth the high and low trading prices and the trading volumes for the outstanding Input Shares for the periods indicated:

Month	High	Low	Volume
January 2020	\$0.74	\$0.69	359,462
February 2020	\$0.73	\$0.61	519,789
March 2020	\$0.68	\$0.415	1,499,562
April 2020	\$0.83	\$0.57	793,882
May 2020	\$0.78	\$0.60	613,736
June 2020	\$0.81	\$0.72	503,450
July 2020	\$0.80	\$0.75	249,345
August 1–12, 2020	\$0.96	\$0.77	545,540

The closing price of the Input Shares on the TSXV on August 12, 2020, the last full trading day on which the Input Shares traded on the TSXV prior to the announcement of the Arrangement, was \$0.86. The Consideration represents a premium of 140% to the 90 day volume weighted average trading price for the Input Shares for the period ending August 12, 2020.

Ownership of Shares

To the knowledge of the directors and officers of Input, as at August 25, 2020, no person beneficially owns, or exercises control or direction over, directly or indirectly, 10% or more of the issued and outstanding Input Shares except Doug Emsley, which owns, directly and indirectly, 11,650,481 Input Shares, or 21.74% of the issued and outstanding Input Shares.

Commitments to Acquire Shares

Except for the employee share purchase plan, none of Input or its directors and executive officers or, to the knowledge of the directors and executive officers, any of their respective associates or affiliates, any other insiders of Input or their respective associates or affiliates or any person acting jointly or in concert with Input has made any agreement, commitment or understanding to acquire securities of Input.

Benefits from the Arrangement

Except as otherwise described in this Circular, none of Input or its directors and executive officers or, to the knowledge of the directors and executive officers of Input, any of their respective associates or affiliates, any other insiders of Input, or their respective associates or affiliates or any person acting jointly or in concert with Input will receive any direct or indirect benefits from the Arrangement.

Insider Support of the Arrangement

Each member of the Insider Group, holding in aggregate approximately 32% of the Input Shares (on an undiluted basis), have entered into the Input Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to, among other things, vote FOR the Arrangement Resolution.

Previous Purchase and Sales by Input

Input filed a notice of intention to make a normal course issuer bid (“NCIB”) on December 9, 2019 with the TSXV, pursuant to which Input may acquire up to a total of 4,375,000 common shares, representing 10% of the public float. Under TSXV policies, the Company is entitled to purchase up to 2% of the total issued and outstanding Input Shares in any 30 day period up to the maximum of 4,375,000 Input Shares over the 12 month period that the NCIB is in place.

Purchases under the NCIB ceased on July 21, 2020, the first trading day following Input’s receipt of the First Bridgeway Offer. Prior to ceasing purchases under the NCIB, Input purchased 972,604 common shares

Expenses in connection with the Arrangement

The aggregate fees and expenses expected to be incurred by Input in connection with the Arrangement are estimated to be approximately \$1,000,000, including legal, depository, financial, accounting, filing and printing costs, the costs of preparing and mailing this Circular.

Interest of Informed Persons in Material Transactions

Other than as set forth in this Circular and except for the fact that certain directors and officers are shareholders of Input, no informed person (as defined in *National Instrument 51-102 - Continuous Disclosure Obligations*) or proposed director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which in either such case has materially affected or would materially affect the Company or any of its subsidiaries.

Material Change in the Affairs of Input

Except as described in this Circular, the directors and executive officers of Input are not aware of any plans or proposals for material changes in the affairs of Input.

Availability of Documents

Additional information relating to Input is available on SEDAR at www.sedar.com. A comprehensive description of Input and its business as well as a summary of the risk factors applicable to Input are set out in Input’s latest available copies of the Management Discussion & Analysis, and any document, incorporated by reference therein. Input’s financial information is included in its audited consolidated financial statements and in its annual Management Discussion & Analysis for the fiscal year ended September 30, 2019. Input’s most recently filed annual consolidated financial statements, together with the accompanying report of the auditor, and any of Input’s interim condensed consolidated financial statements that have been filed for any period after the end of Input’s most recently completed financial year, annual and interim management discussion and analysis and this Circular are available to anyone, upon request, (without charge to Input Shareholders) and are also available on SEDAR at www.sedar.com.

APPENDIX H
INFORMATION CONCERNING BRIDGEWAY
GENERAL INFORMATION

Bridgeway was originally incorporated in the State of Nevada on June 4, 2012. Bridgeway was registered as a reporting company under the Securities Exchange Act of 1934 on April 26, 2013. Bridgeway is currently listed for trading on the OTCQB tier of the over-the-counter market operated by OTC Markets Group, Inc. under the trading symbol “LOGG.”

Bridgeway is an investment company that carries on business with the objective of enhancing shareholder value over the long term on a per share basis. The business purpose of Bridgeway is to invest funds solely to earn returns from capital appreciation and investment income. Bridgeway seeks to accomplish this objective by making use of the experience, expertise and opportunity flow of its management and board of directors to opportunistically make investments in situations that Bridgeway believes will provide superior returns over the long term. Bridgeway is structured as a holding company with a business strategy focused on owning subsidiaries engaged in a number of diverse business activities. Bridgeway invests in and advises growth companies. Bridgeway conducts and plans to continue to conduct its activities in such a manner as not to be deemed an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”). Therefore, no more than 40% of its total assets can be invested in investment securities, as such term is defined in the Investment Company Act. In addition, Bridgeway does not invest or intend to invest in securities as its primary business.

Prior to January 9, 2019, Bridgeway was a lifelogging software company that developed and hosted a proprietary cloud-based software solution accessible on iOS and Android devices that offered an enhanced media experience for consumers by augmenting videos, livestreams and photos with additional context information and providing a platform to find and use that data when viewing or sharing media. Subsequent to January 9, 2019, in addition to its lifelogging software business, Bridgeway has been structured as a holding company with a business strategy focused on owning subsidiaries engaged in a number of diverse business activities.

Bridgeway, through one of its subsidiaries, C-PAK Consumer Product Holdings LLC, a Delaware limited liability company, completed an acquisition of certain assets pertaining to P&G’s “Joy” and “Cream Suds” trademarks for \$30,000,000 plus assumption of certain liabilities.