

FORM 51-102F3

Material Change Report

ITEM 1. NAME AND ADDRESS OF COMPANY

LOOPShare LTD. (the "Issuer")
131 Water Street, Suite 110
Vancouver, BC V6B 4M3

ITEM 2. DATE OF MATERIAL CHANGE

September 14, 2016

ITEM 3. NEWS RELEASE

Issued September 16, 2016, and disseminated through Newswire.
A copy of the news release is attached as Schedule "A" hereto and is available on SEDAR at www.sedar.com.

ITEM 4. SUMMARY OF MATERIAL CHANGE

The Issuer announced that its affiliate, Loop s.a.l. of Beirut Lebanon (the "**Affiliate**") has closed an additional investment of US \$690,000 from a Lebanese venture capital fund in the form of a shareholder loan. This most recent investment brings the total investment in the Affiliate by the fund to US \$1.3 million.

ITEM 5. FULL DESCRIPTION OF MATERIAL CHANGE

The Issuer entered into an Additional Investment Agreement in connection with an earlier Master Agreement entered into on February 3, 2016 by various parties including the Issuer, Berytech Fund II (Holdings) s.a.l. ("**Investor**"), the Affiliate, Saturna Green Systems Inc., a wholly owned subsidiary of the Issuer and Anwar Sukkarie, the President and CEO of the Issuer.

Under the Additional Investment Agreement, Investor shall advance an additional \$610,000 in shareholder loans to the Affiliate, bringing the total investment to US\$1.3 million comprised US\$20,000 of equity and US\$1,280,000 of shareholder loans. The use of proceeds of the funds will be US\$412,500 for the purchase of scooters for scooter sharing trial operations, US\$169,500 for product development and US\$108,000 for operations. Subject to mutual approval of Affiliate and the Issuer the use of proceeds may be adjusted by up to 10% per allocation.

Pursuant to the investment agreement, the Issuer has amended its agreement for the future acquisition of the Affiliate to reflect the additional capital invested. Subject to the Affiliate's receipt of the proceeds of the additional investment, the Issuer shall issue a certificate for 8,424,943 warrants, each warrant entitling the holder to acquire one common share of the Issuer. Consideration for exercising the warrants is the Holder's debt in the Affiliate of \$US 1,280,000 and the Holder's equity interest currently representing 40% of the issued capital of the Affiliate. The remaining 60% of the Affiliate is owned 59.995% by Anwar Sukkarie and 0.005% by an unrelated person. The Issuer has an option to acquire Mr. Sukkarie's interest at a price of \$US1.00.

The Warrant Certificate will replace the existing Warrant Certificate which entitles the Holder to acquire 4,220,030 common shares of the Issuer. The Holder may exercise the

warrants at any time, however if at February 3, 2016 the warrants remain unexercised, and provided that the consideration is available, they will be automatically exercised.

See Schedule "A" attached hereto.

ITEM 5.2 DISCLOSURE FOR RESTRUCTURING TRANSACTIONS

Not applicable.

ITEM 6. RELIANCE ON SUBSECTION 7.1(2) OF NATIONAL INSTRUMENT 51-102

Not applicable.

ITEM 7. OMITTED INFORMATION

Not applicable.

ITEM 8. EXECUTIVE OFFICER

Contact: Anwar Sukkarie
President and CEO
Telephone: 604-568-1598

ITEM 9. DATE OF REPORT

September 19, 2016

Schedule "A"

ADDITIONAL INVESTMENT AGREEMENT

This Additional Investment Agreement (the “**Agreement**”) is dated as of the 7th day of September, 2016:

BETWEEN:

SATURNA GREEN SYSTEMS INC., a British Columbia corporation having its office located at Suite 100-131 Water Street, Vancouver, British Columbia, Canada, V6B 4M3, represented by its President-CEO, Mr. Anwar Sukkarie

(“**Saturna**”)

AND

BERYTECH FUND II S.A.L. (HOLDING), a Lebanese joint-stock holding company, registered at the Commercial Registrar in Beirut under number /1093022/, having its registered office located at Berytech Building (10th floor), Museum Square, Damascus Road, Beirut, Lebanon, represented by its Chairman-General Manager, Mr. Maroun Nicolas Chammas

(“**BTFII**”)

AND

ANWAR SUKKARIE a Lebanese and Canadian citizen who holds personal Lebanese ID number /000023682098/ Al Faqiha 16, his address being Apartment No. 8, Jazzair Bldg, Jazzair Street, Karakol Al Druze, Beirut, Lebanon

(“**Anwar**”)

AND

LOOP S.A.L., a joint stock company having its office located at Dékouaneh, Mar Roukoz, Enceinte de l’Université Saint Joseph, Campus des Sciences et de Technologie, Berytech Technology Pole, Lebanon, represented by its Chairman- General Manager, Mr. Anwar Sukkarie

(the “**Company**”)

AND

LOOPSHARE LTD., a company existing under the laws of British Columbia and having an office at 162 – 2906 West Broadway, Vancouver,

British Columbia, V6K 2P6, represented by its Chief Financial Officer, Juliet Jones.

(“**LOOPSHARE**” and, together with Saturna, BTFII, Anwar and the Company, the “**Parties**” and each individually the “**Party**”)

WHEREAS:

- A. The Parties, excluding LOOPSHARE, were party to an investment agreement dated February 3, 2016 (the “**Master Agreement**”);
- B. BTFII, Anwar, the Company along with the shareholders of the Company signed a LOOP Shareholders Agreement on February 3, 2016;
- C. SATURNA completed a reverse takeover transaction which closed June 28, 2016 whereby LOOPSHARE Resources Group Inc., acquired all of the shares of SATURNA and is continuing the business of SATURNA with all rights and obligations including those arising from the Master Agreement and its appendices.
- D. The value attributable to each class A common share of LOOPSHARE for the purposes of the RTO is CDN\$0.20;
- E. Pursuant to the Master Agreement, BTFII agreed to make an initial investment of US\$610,000 in the Company and BTFII was issued a warrant to acquire 1,016,667 class A common shares of Saturna (the “**Initial Warrant**”), subject to further adjustments as provided for in the Master Agreement and the certificate evidencing the Initial Warrant;
- F. In connection with the RTO, the Initial Warrant was exchanged for a warrant (the “**Replacement Warrant**”) entitling BTFII to acquire 4,223,030 class A shares of LOOPSHARE;
- G. Pursuant to the Master Agreement, the amount of the investment by BTFII in the Company was approved to be subject to increase, upon mutual agreement of the Parties, up to US\$2,500,000; however, following this current Additional Investment, any additional investment beyond the amounts previously invested and the present Additional Investment (together amounting to US\$1,300,000) requires the written approval of BTFII. For the avoidance of doubt, BTFII is no longer committed to any additional investment following this Additional Investment round; and
- H. BTFII wishes to invest an additional US\$690,000 in the Company to be considered as part of the Investment Amount as defined in the Master Agreement and LOOP Shareholders Agreement and pursuant to their terms (the “**Additional Investment**”) and the Company wishes to accept such Additional Investment on

the terms contained herein and in the Addendum to the LOOP Shareholders Agreement (Appendix 1).

NOW, THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants, agreements, representations, warranties and payments herein set out and provided for and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties covenant and agree with each other as follows:

1. **ACKNOWLEDGEMENT REGARDING MASTER AGREEMENT**

The Parties hereby acknowledge and agree that the present Agreement constitutes an addendum to the Master Agreement.

The Parties hereby acknowledge and agree that, notwithstanding anything to the contrary contained in the Master Agreement, upon completion of the RTO, the Replacement Warrant shall represent the sole entitlement of BTFII to securities of either Saturna or LOOPSHARE in place and stead of BTFII's rights under the Initial Warrant, and that any subsequent funding advanced to the Company under the Master Agreement, including the Additional Investment contemplated by this Agreement, shall be completed in consideration of warrants of LOOPSHARE in lieu of warrants of Saturna. To the extent of any inconsistency between the Master Agreement and this Section 1, the terms of this Section 1 shall prevail and each of the Parties hereby agrees that the terms of the Master Agreement are amended to reflect these variations.

All other terms and provisions of the Master Agreement remain valid and effective between the Parties.

2. **ADDITIONAL INVESTMENT**

On or prior to the date that is [45 days] after the completion of the RTO (the "**Outside Closing Date**"), BTFII agrees to advance (the date of such advance referred to herein as the "**Closing Date**"), subject to Section 4, the Additional Investment of US\$690,000 to the Company by way of a Shareholder Loan pursuant to the terms of the Master Agreement, LOOP Shareholders Agreement, the Addendum to LOOP Shareholders Agreement and this Agreement, and the Company wishes to accept, subject to Section 4, such Additional Investment.

Upon receipt of the funds comprising the Additional Investment, LOOPSHARE shall amend the Replacement Warrant such that it then-grants BTFII the right to acquire 8,424,943 class A shares of LOOPSHARE in the form attached hereto (Appendix 2). The Parties acknowledge that the increased number of class A shares of LOOPSHARE subject to the amended Replacement Warrant is based on the exchange rate posted by the Bank of Canada on the date hereof, which is \$0.7755.

The use of proceeds from the Additional Investment shall be as follows:

Use of Proceeds	\$US Dollars
Purchase of Scooters for scooter sharing operations	\$412,500
Engineering, software	\$169,500
Loop Operations	\$108,000

The allocation of proceeds may be adjusted by up to 10% per category based on the approval of the Company and LOOPSHARE.

3. **EXCHANGE APPROVAL AND PRESS RELEASE**

The Parties acknowledge and agree that the Additional Investment is subject to the final approval of the Exchange (the “**Approval**”), and if such Approval is not obtained on or prior to the Outside Closing Date, this Agreement shall terminate and be of no further force or effect. The Parties will co-operate in good faith and each use commercially reasonable efforts to obtain the Approval.

Within one month of the Approval and subject to the signature of the Addendum to LOOP Shareholders Agreement (Appendix 1) and the signature of the Shareholder Loan Agreement (Appendix 3), BTFII shall disburse the Additional Investment.

Saturna, BTFII, Anwar and the Company expressly consent to the public disclosure of any and all details with respect to the terms of this Agreement by LOOPSHARE, including the public filing of a press release identifying the Parties and setting forth the terms of this Agreement.

4. **CONDITIONS PRECEDENT**

The Parties acknowledge and agree that the obligations of each Party hereunder are subject to the fulfillment of the following conditions:

- (i) the signature of the Addendum to the LOOP Shareholders Agreement;
- (ii) all consents, orders and approvals required for the completion of the Additional Investment shall have been obtained on or prior to the Outside Closing Date on terms satisfactory to the Parties, acting reasonably, including the Approval; and
- (iii) the representations and warranties of the other Parties contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made as of the Closing Date.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES**

Each Party hereby severally represents and warrants to and with the other Parties as follows and acknowledges that the other Parties hereto are relying upon such representations and warranties in connection with the entering into of this Agreement:

- (i) such Party, if the Party is not an individual, is duly formed, organized and a validly subsisting under the laws of its jurisdiction of formation and has the corporate power to enter into this Agreement and to carry out the transactions contemplated by this Agreement;
- (ii) such Party is not violating, contravening, breaching, or creating a default under any law, statute, regulation, order, judgment, or decree applicable to the Party by becoming party to this Agreement or performing its obligations under this Agreement; and
- (iii) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and except that equitable remedies, such as specific performance and injunctive relief, are available only in the discretion of a court of competent jurisdiction.

6. **CLOSING DELIVERIES**

On the Closing Date, BTFII shall deliver (i) US\$690,000 to the Company by way of certified cheque or wire transfer and (ii) the original Replacement Warrant. On the Closing Date LOOPSHARE shall deliver the amended Replacement Warrant to BTFII in the form attached hereto (Appendix 2). In addition, each Party shall deliver such other materials that are, in the opinion of any other Party hereto acting reasonably, required to be delivered by such Party in order to effect the transactions contemplated herein, including the Additional Investment.

7. **SHAREHOLDER APPROVAL**

To the extent any of the matters contemplated herein, including the Additional Investment, require the approval of certain shareholders of the Company pursuant to the constating documents of the Company or the shareholders' agreement dated February 3, 2016 governing the affairs of the Company (the "**Shareholders' Agreement**"), each of the Parties, as applicable, in its capacity as a shareholder of the Company, hereby consents to and approves such matters and explicitly waives any requirements in connection therewith that may be contained in the constating documents of the Company or the Shareholders' Agreement Notices

Any notice or communication made pursuant to this Agreement shall be in writing and

shall be given by hand, registered mail, established courier service, fax or email as provided for below and will be effective upon receipt:

BTFII:

Attention: Mr. Paul Chucrallah
 Address: Berytech Building (10th floor), Museum Square, Damascus Road, Beirut, Lebanon
 P.O. Box: 11-7503 Riad El Solh
 Facsimile: +961-1-611005
 Tel.: +961-1-612500
 Email: paul.chucrallah@beryttechfund.org

Saturna:

Attention: Juliet Jones
 Address: Suite 110-131 Water Street, Vancouver, British Columbia, Canada V6B 4M3
 Tel.: +1-604-568-1598
 Email: jjones@saturnagreen.com

The Company:

Attention: Anwar Sukkarie
 Address: Dékouaneh, Mar Roukoz, Enceinte de l'Université Saint Joseph, Campus des Sciences et de Technologie, Berytech Technology Pole, Lebanon
 Tel.: +961-3-673585
 Email: asukkarie@saturnagreen.com

Anwar:

Address: Apartment No. 8, Jazzair Bldg, Jazzair Street, Karakol Al Druze, Beirut, Lebanon
 Mobile: +961-3-673585 / +1-604-726-6203
 Email: asukkarie@saturnagreen.com

LOOPSHARE

Attention: Juliet Jones
 Address: Suite 110-131 Water Street, Vancouver, British Columbia, Canada V6B 4M3
 Tel.: +1-604-568-1598
 Email: jjones@saturnagreen.com

8. **MISCELLANEOUS**

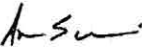
- (i) Time is of the essence in this Agreement.
- (ii) This Agreement is considered as an integral part of the Master Agreement.

- (iii) Any section, subsection, paragraph, subparagraph or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed herefrom and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.
- (iv) Except with the written consent of the other Parties, none of the Parties may assign any of their respective benefits, obligations or liabilities under or in respect of this Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.
- (v) No supplement, modification or termination of this Agreement (other than a termination pursuant to the terms of this Agreement) shall be binding unless such supplement, modification or termination is duly executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly agreed to in writing by the party to be bound thereby.
- (vi) This Agreement shall, in all respects, be subject to and governed by the prevailing laws and jurisdiction of British Columbia and the federal laws of Canada applicable therein.
- (vii) The Parties will execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- (viii) The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.
- (ix) This Agreement may be signed in as many counterparts (including counterparts transmitted by facsimile or email) as may be necessary each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution, shall be deemed to bear the date as of the day and year first written above.

(Signature page follows)

IN WITNESS WHEREOF this Agreement has been executed by the Parties effective as of and from the date first above written.

SATURNA GREEN SYSTEMS INC.

By: 
Anwar Sukkarie

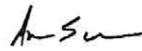
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email=asukkarie@saturnagreen.co
m, c=CA
Date: 2016.09.12 12:07:03 -07'00'

Name: Anwar Sukkarie
Title: President & CEO

BERYTECH FUND II S.A.L. (HOLDING)

By: _____
Name:
Title:

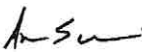
LOOP S.A.L.

By: 
Anwar Sukkarie

Digitally signed by anwar sukkarie
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Date: 2016.09.12 12:18:12 -07'00'

Name: Anwar Sukkarie
Title: CEO

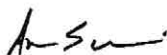
LOOPSHARE LTD.

By: 
Anwar Sukkarie

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Date: 2016.09.12 12:18:38 -07'00'

Name: Anwar Sukkarie
Title: President & CEO

ANWAR SUKKARIE


Anwar Sukkarie

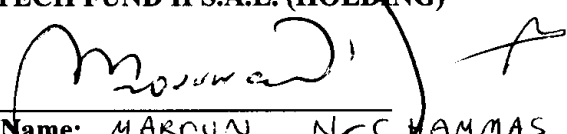
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email=asukkarie@saturnagreen.co
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Date: 2016.09.12 12:19:01 -07'00'

IN WITNESS WHEREOF this Agreement has been executed by the Parties effective as of and from the date first above written.

SATURNA GREEN SYSTEMS INC.

By: _____
Name:
Title:

BERYTECH FUND II S.A.L. (HOLDING)

By:  _____
Name: MAROUN N. CHAMMAS
Title: CHAIRMAN - GENERAL MANAGER

LOOP S.A.L.

By: _____
Name:
Title:

LOOPSHARE LTD.

By: _____
Name:
Title:

ANWAR SUKKARIE

WARRANT CERTIFICATE

LOOPSHARE LTD.
Suite 110 – 131 Water Street
Vancouver, British Columbia, V6B 4M3

THIS CERTIFIES that, for value received:

Berytech Fund II s.a.l. (Holding)
Berytech building (10th Floor), Museum Square
Damascus Road, Beirut, Lebanon

(hereinafter referred to as the “**Holder**”)

is the registered holder of that number of warrants (the “**Warrants**”) of **LOOPShare Ltd.** (the “**Issuer**”) set forth above.

Underlying Securities and Exercise Terms

Subject to adjustment as herein provided, each Warrant entitles the Holder to one class A share (a “**Warrant Share**”) of the Issuer, as constituted on September 8, 2016 (the “**Issuance Date**”) until 5:00 p.m. (Vancouver Time) on **February 3, 2019** (the “**Expiry Date**”). The 8,424,943 Warrants must be exercised in their entirety into 8,424,943 Warrant Shares in consideration of:

1. The transfer of 100% of the securities of Loop s.a.l. held by the Holder and Berytech Fund Management s.a.l. (Holding) (“**BTFM**”) to the Issuer by virtue of a transfer agreement of such shares, along with all rights and obligations including indebtedness attached to them, duly signed by the Holder and BTFM in accordance with the Lebanese Laws (the “**Transfer Agreement**”).
2. More specifically, the Transfer Agreement shall comprise a written assignment from the Holder to the Issuer of any and all indebtedness then-owed by Loop s.a.l. to the Holder ; and
3. Evidence of the release and discharge of any security granted by the Issuer or its subsidiaries to the Holder and BTFM in the form attached hereto (collectively, the “**Release**”).

The Warrants and Warrant Shares are collectively referred to herein as the “**Securities**”. The Transfer Agreement and the Release are collectively referred to herein as the “**Exercise Documents**”.

The Issuer covenants that the Warrant Shares, when issued upon the due exercise of the Warrants, will be duly authorized, validly issued and fully paid and non-assessable securities of the Issuer, and will be free and clear of all liens, charges and encumbrances. The Issuer covenants that, until the expiry of the Warrants, it will have reserved a sufficient number of class A shares to provide for the exercise of the rights represented by the Warrants.

These Warrants are subject to the provisions of the master agreement dated as of February 3, 2016, among the Holder, Saturna Green Systems Inc. (“**Saturna**”), BTFM, LOOP s.a.l. and Anwar Sukkarie (the “**Master Agreement**”), and the securities exchange agreement dated June 15, 2016, among Kenna Resources Corp., Saturna, and certain holders of securities of Saturna (the “**Securities Exchange Agreement**”). In accordance with section 2.3(b) of the Securities Exchange Agreement, the Holder and BTFM acknowledge and agree that, notwithstanding anything contained in the Master Agreement, the Shareholders Agreement or any other written or verbal agreement or instrument to which the Holder and Saturna is party (excluding the Securities Exchange Agreement), this Warrant Certificate represents the sole entitlement of the Holder or BTFM to securities of either Saturna or the Issuer and this Warrant Certificate is issued to the Holder in place and stead of the Holder’s rights under any warrant previously granted to the Holder pursuant to the terms of either the Master Agreement or the Securities Exchange Agreement. Upon delivery to the Holder of this Warrant Certificate, duly executed by the Issuer, any previously granted warrant certificate(s) representing rights of the Holder or of BTFM to acquire securities of the Issuer or of Saturna is void and of no further force or effect. To the extent of any inconsistency between this Warrant Certificate and the Master Agreement, the

terms of this Warrant Certificate shall prevail.

Warrants Exercise Procedure

The Warrants may be exercised at any time prior to the Expiry Date of the Warrants by surrendering to the Issuer:

- (a) this Warrant Certificate;
- (b) the Subscription Form attached as Schedule "A" hereto, duly completed and executed; and
- (c) the Exercise Documents,

at its head office stated above, or such other office or agency of the Issuer as it may designate by notice in writing delivered to the Holder at the Holder's address stated above. Upon the due exercise of the 8,424,943 Warrants, the Issuer shall issue or cause to be issued the requisite number of Warrant Shares to be issued to the Holder pursuant to said exercise, registered in the name of the Holder or such other person as may be specified in the Subscription Form, and each such person shall be deemed the holder of such Warrant Shares with effect from the date of such exercise. If Warrant Shares are to be issued to a person other than the Holder, the Holder's signature on the Subscription Form must be certified by a Notary Public, or by a lawyer of Holder's jurisdiction under oath. The Issuer will cause the certificates (or book entry equivalent or DRS evidence) representing such Warrant Shares to be mailed to the Holder at the Holder's address stated above or such other address(es) as may be specified in the Subscription Form, within 10 Business Days of the exercise of the Warrants or on such other date as may be agreed between the parties. As used herein, "**Business Day**" means any day other than a Saturday or Sunday or a day on which commercial banking institutions in Vancouver, British Columbia or in Lebanon are authorized or obligated by law or executive order to be closed.

Upon the due exercise of the Warrants, the Warrants shall be deemed tendered for purposes thereof by the Holder without further notice or action by the Holder, and all rights under such Warrants, other than the right to receive certificates representing the Warrant Shares to which the Holder is entitled on such exercise, shall wholly cease and terminate and such Warrants shall be void and of no further effect or value.

Automatic Exercise on Expiry Date

If the Holder has not exercised the Warrants as provided for herein by the Expiry Date, the Warrants will be deemed to be exercised by the Holder effective as of the Expiry Date. If the automatic exercise is triggered, within 10 Business Days of the Expiry Date, or on such other date as may be agreed between the parties, the Holder will comply with the Warrants Exercise Procedure set out under the subheading immediately above as it relates to delivery of the Subscription Form, the Warrant Certificate and the Exercise Documents to the Issuer.

Within 10 Business Days of the receipt of the Subscription Form, the Warrant Certificate and the Exercise Documents, or on such other date as may be agreed between the parties, the Issuer will cause the certificates (or book entry equivalent or DRS evidence) representing the Warrant Shares to be mailed to the Holder at the Holder's address stated above or such other address(es) as may be specified by the Holder.

Forced Exercise by the Issuer

Notwithstanding the Warrants Exercise Procedure and Automatic Exercise on Expiry Date provided for herein on the occurrence of a qualifying event, which includes a merger, acquisition, consolidation, or other transaction or series of transactions (other than one in which the shareholders of the Issuer or Loop s.a.l own a majority by voting power of the outstanding shares of the surviving or acquiring corporation) and a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Issuer, its subsidiaries or Loop s.a.l. (each a "**Qualifying Event**"), the Issuer may elect to force exercise of the Warrants by delivering written notice to the Holder (the "**Issuer Exercise Notice**") confirming the Qualifying Event.

The Holder shall, within 10 Business Days of receipt of the Issuer Exercise Notice, or on such other date as may be agreed between the parties, deliver the Subscription Form, the Warrant Certificate and the Exercise Documents to the Issuer.

Within 10 Business Days of the receipt of the Subscription Form, the Warrant Certificate and the Exercise Documents, or on such other date as may be agreed between the parties, the Issuer will cause the certificates (or book entry equivalent or DRS evidence) representing the Warrant Shares to be mailed to the Holder at the Holder's

address stated above or such other address(es) as may be specified by the Holder.

Prior Warrant Certificates, No Partial Exercise, Replacement

This Warrant Certificate replaces and supersedes all prior warrant certificates granted to the Holder by the Issuer or its subsidiaries in connection with the Master Agreement in their entirety, including Warrant No. 8 dated February 22, 2016 in respect of class A common shares of Saturna, and the Warrant numbered BW-1 dated June 28, 2016 in respect of class A shares of the Issuer, and all such prior warrant certificates are void and of no further effect or value. The Holder acknowledges and agrees that any further warrant certificates issued pursuant to the Master Agreement shall be substantially in the form hereof.

The Warrants represented by this Warrant Certificate must be exercised in their entirety, and may not be exercised partially from time to time.

If this Warrant Certificate is lost, stolen, mutilated or destroyed, the Issuer shall on such reasonable terms as it may in its discretion impose, including but not limited to the provision of any indemnity by the Holder satisfactory to the Issuer in its sole discretion, issue and countersign a new Warrant Certificate of like tenor, denomination and date as the Warrant Certificate so lost, stolen, mutilated or destroyed which shall constitute an original contractual obligation of the Issuer.

Holding of Warrants

This Warrant Certificate and the Warrants represented hereby may not be assigned or transferred, unless to an affiliate of the Holder or a person part of Berytech group, without the consent of the Issuer, such consent not to be unreasonably withheld. For greater certainty, the Holder may transfer this Warrant Certificate and the Warrants represented hereby to an entity that is its affiliate or person that is part of Berytech group and the Issuer shall file such documents and take such steps to effect the transfer or assignment. An affiliate means any person which directly or indirectly controls, is controlled by, or is under direct or indirect common control with the Holder.

Nothing in this Warrant Certificate or in the holding of a Warrant evidenced hereby shall be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Issuer or entitle the Holder to any right or interest in respect of any Securities or any other securities of the Issuer or its subsidiaries except as herein expressly provided.

Resale Restrictions and Legending Of Certificates

The Warrants have been, and the Warrant Shares will be, issued pursuant to an exemption (an "Exemption") from the registration and prospectus requirements of applicable securities laws. To the extent that the Issuer relies on such Exemption, the Securities may be subject to restrictions on resale and transferability contained in applicable securities laws.

In the event that any of the Securities are subject to a hold period, or any other restrictions on resale and transferability, the Issuer may place a legend on the certificates representing the Securities as may be required under applicable securities laws, or as it may otherwise deem necessary or advisable.

Capital Adjustments

If at any time after the date hereof and prior to the expiry of the Warrants, and provided that the Warrants remain unexercised, there shall be:

- (a) a reclassification of the Issuer's class A shares, a change in the Issuer's class A shares into other shares or securities, a subdivision or consolidation of the Issuer's class A shares into a greater or lesser number of class A shares, or any other capital reorganization, or
- (b) a consolidation, amalgamation or merger of the Issuer with or into any other corporation other than a consolidation, amalgamation or merger which does not result in any reclassification of the Issuer's outstanding class A shares or a change of the Issuer's class A shares into other shares or securities,

(any of such events being called a "Capital Reorganization") the Holder shall be entitled to receive, at no

additional cost, and shall accept, upon exercise of the Warrants, in lieu of the number of Warrant Shares to which the Holder was theretofore entitled to acquire upon such exercise, the aggregate number of shares, other securities or other property which such Holder should have been entitled to receive as a result of such Capital Reorganization if, on the effective date or record date thereof as the case may be, the Holder had been the registered holder of the number of Warrant Shares to which such Holder was theretofore entitled to acquire upon exercise of the Warrants. If determined appropriate by the Issuer acting reasonably, appropriate adjustments shall be made in the application of the provisions set forth herein with respect to the rights and interests of the Holder relative to a Capital Reorganization, to the end that the provisions set forth herein shall correspond as nearly as may be reasonably possible to the effect of the Capital Reorganization in relation to any shares, other securities or other property thereafter deliverable upon the exercise of any Warrants.

In case the Issuer, after the date hereof, shall take any action affecting any securities of the Issuer, other than as previously set out herein, which in the opinion of the directors would materially affect the rights and interests of the Holder hereunder, the number of Warrant Shares or other securities which are issuable on the exercise of the Warrants shall be adjusted in such manner, if any, and at such time as the directors, in their sole discretion, may determine to be equitable in the circumstances, provided that no such adjustment will be made unless all necessary regulatory approvals, if any, have been obtained. In the event of any question arising with respect to any adjustment provided for herein, such question shall be conclusively determined by a firm of chartered accountants appointed by the Issuer at its sole discretion (who may be the Issuer's auditors) and any such determination shall be binding upon the Issuer and the Holder.

No adjustment shall be made in respect of any event described herein if the Holder is entitled to participate in such event on the same terms, without amendment, as if the Holder had exercised the Warrants prior to or on the effective date or record date of such event. The adjustments provided for herein are cumulative and such adjustments shall be made successively whenever an event referred to herein shall occur, subject to the limitations provided for herein. No adjustment shall be made in the number or kind of Securities or other securities which may be acquired on the exercise of a Warrant unless it would result in a change of at least one-hundredth of a Warrant Share or other security. Any adjustment which may by reason of this paragraph not be required to be made shall be carried forward and then taken into consideration in any subsequent adjustment.

Despite any adjustments provided for herein or otherwise, the Issuer shall not be required, upon the exercise of any Warrants, to issue fractional Warrant Shares or other securities in satisfaction of its obligations hereunder and, except as provided for herein, any fractions shall be eliminated. To the extent that the Holder would otherwise be entitled to acquire a fraction of a Warrant Share or other security, such right may be exercised in respect of such fraction only in combination with other rights which in the aggregate entitle the Holder to acquire a whole number of Warrant Shares or other securities. The Holder shall be entitled, upon the elimination of any fraction of a Warrant Share or other security, to be paid in cash for the fair market value for the securities so eliminated, always provided that the Issuer shall not be required to make any payment if for less than CDN\$10.00.

Miscellaneous Provisions

Except as otherwise provided for herein, any delivery or surrender of documents shall be valid and effective if delivered personally or if sent by registered letter postage prepaid, and any notice shall be valid and effective if made in writing and transmitted as aforementioned or if transmitted by email with confirmed receipt, in each case addressed to:

- (a) if to the Issuer,

LOOPSHARE LTD.

Suite 110 – 131 Water Street, Vancouver, British Columbia, V6B 4M3

Email: jjones@saturnagreen.com

- (b) if to the Holder, at its address appearing in the register of holders of Warrants maintained by the Issuer,

Email: paul.chucrallah@berytechfund.org

and such shall be deemed to have been effectively made and received on the date of personal delivery, if delivered; on the tenth business day after the time of mailing followed by an email with an acknowledgment of receipt or

upon actual receipt, whichever is sooner, if sent by registered letter (except the delivery of documents to exercise the Warrants, in which case actual receipt is required); or on the first business day after the time of email transmission, if sent by email. In the case of a disruption in postal services, any delivery or surrender of documents or notice sent by mail shall not be deemed to have been effectively made or received until it is actually delivered. The Issuer and the Holder may from time to time change their address for service hereunder by notice in writing delivered in one of the foregoing manners.

Except as herein provided, any and all of the rights conferred upon the Holder herein may be enforced by the Holder through appropriate legal proceedings. No recourse under or upon any covenant, obligation or agreement herein contained shall be had against any shareholder, officer or director of the Issuer, either directly or through the Issuer, it being expressly agreed and declared that the obligations under the Warrants are solely corporate obligations of the Issuer and no personal liability whatsoever shall attach to or be incurred by the shareholders, officers or directors of the Issuer in respect thereof. This Warrant Certificate shall be binding upon the Issuer and its successors.

This Warrant Certificate shall be governed in accordance with the laws of British Columbia and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the courts of British Columbia in the event of any dispute hereunder. Time shall be of the essence hereof.

IN WITNESS WHEREOF the Issuer has caused this Warrant Certificate to be signed by its duly authorized officer on the Issuance Date.

LOOPSHARE LTD.

By: _____
Authorized Signatory

**SCHEDULE "A" TO WARRANT CERTIFICATE
SUBSCRIPTION FORM**

TO: **LOOPSHARE LTD.**
Suite 110 – 131 Water Street, Vancouver, British Columbia, V6B 4M3

The Undersigned, being the registered holder of the attached Warrant Certificate of the Issuer, does hereby irrevocably exercise 8,424,943 Warrants evidenced thereby in accordance with the terms thereof, and accordingly hereby irrevocably subscribes for the Warrant Shares (as described therein) to be received thereon and irrevocably surrenders the Warrant Certificate to the Issuer for such purpose. The Undersigned hereby irrevocably directs that the Warrant Shares to be received by the Undersigned be registered as follows:

Name in Full	Address	No. of Warrant Shares
1. _____	_____	
2. _____	_____	
3. _____	_____	

IF WARRANT SHARES ARE TO BE ISSUED TO A PERSON OR PERSONS OTHER THAN THE UNDERSIGNED REGISTERED HOLDER, THE SIGNATURE OF THE UNDERSIGNED MUST BE CERTIFIED BY A NOTARY PUBLIC OR BY A LAWYER OF HOLDER'S JURISDICTION UNDER OATH AND IT MUST PAY TO THE ISSUER ALL APPLICABLE TAXES AND OTHER DUTIES.

The Undersigned registered holder hereby represents, warrants and certifies that:

1. the Undersigned is resident in the jurisdiction indicated as its address set forth in this Subscription Form;
2. the Undersigned acknowledges that the Warrants and Warrant Shares (collectively, the "Securities") have not been registered under the United States *Securities Act* of 1933, as amended (the "*1933 Act*"), or any applicable State securities laws and may not be offered or sold in the United States or to U.S. Persons without registration under the *1933 Act* and any applicable State securities laws, unless an exemption from registration is available;
3. the Undersigned has made reasonable inquiry into the jurisdiction of residence of all persons to whom Warrant Shares are to be issued hereunder, and none of such persons is a person in the United States or a U.S. Person;
4. the Undersigned does not have any agreement or understanding (written or oral) with any person in the United States or a U.S. Person respecting:
 - (a) the transfer or assignment of any rights or interest in any of the Securities;
 - (b) the division of profits, losses, fees, commissions, or any financial stake in connection with any of the Securities; or
 - (c) the voting of the Warrant Shares to be issued hereunder; and
5. the Undersigned has no intention to distribute, either directly or indirectly, any of the Securities in the United States or to U.S. Persons.

DATED the _____ day of _____, 20____.

_____	}	_____
Signature of Witness	}	Signature of registered holder or Signatory thereof
[Please Note Instruction 2]	}	_____
_____	}	If applicable, print Name and Office of Signatory
Print Name of Witness	}	Print Name of registered holder as on certificate
_____	}	_____
Address of Witness	}	Street Address
_____	}	_____
Occupation of Witness	}	City, Province and Postal Code

INSTRUCTIONS:

1. The registered holder of a Warrant may exercise its right to purchase Warrant Shares by completing and surrendering this Subscription Form and the ORIGINAL Warrant Certificate representing the Warrant being exercised to the Issuer, together with the Exercise Documents for the Warrant Shares as provided for in the Warrant Certificate. Certificates (or book entry equivalent or DRS evidence) representing the Warrant Shares to be acquired on exercise will be sent by prepaid ordinary mail to the address(es) above within 10 Business Days after the receipt of all required documentation.
2. If this Subscription Form indicates that Warrant Shares are to be issued to a person or persons other than the registered holder of the Warrants being exercised: (i) the signature of the registered holder on this Subscription Form must be certified by a Notary Public, or by a lawyer of Holder's jurisdiction under oath, and (ii) the registered holder must pay to the Issuer all applicable taxes and other duties.
3. If this Subscription Form is signed by a trustee, executor, administrator, custodian, guardian, attorney, officer of a corporation or any other person acting in a fiduciary or representative capacity, this Subscription Form must be accompanied by evidence of authority to sign satisfactory to the Issuer.