

51-102F3
MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

LOOPShare Ltd. (the “**Company**”)
106 - 131 Water Street
Vancouver, BC V6B 4M3

Item 2 Date of Material Change

November 23 and 26, 2018

Item 3 News Release

The news release dated November 27, 2018 was disseminated through Market News and Stockwatch on November 27, 2018.

Item 4 Summary of Material Change

On November 26, 2018, the Company completed a non-brokered private placement financing (the “**Financing**”) of secured convertible debentures (each, a “**Debenture**”) pursuant to which the Company issued Debentures in the principal amount of \$3,197,500 and an aggregate of 63,950,000 detachable non-transferable share purchase warrants (each, a “**Warrant**”), representing 20,000 Warrants for every \$1,000 of principal of the Debentures.

The terms of the Debentures include:

- a maturity date of three years from the date of closing (the “**Maturity Date**”) and the principal amount, together with any accrued and unpaid interest, will be payable on the Maturity Date, unless earlier converted in accordance with their terms;
- the Debentures bear interest (the “**Interest**”) at the rate of 10% per annum, which Interest will be payable on the Maturity Date, unless earlier converted;
- the principal amount of the Debenture is convertible into class A common shares of the Company (each, a “**Share**”) at the option of the holder at a conversion price of \$0.05 per Share in the first year and \$0.10 per Share thereafter; and
- the accrued and unpaid Interest is convertible into Shares at a conversion price equal to the Market Price (as such term is defined in the Policies of the TSX Venture Exchange (the “**Exchange**”)), at the time of such conversion.

Repayment by the Company of amounts owing under the Debentures is secured by a charge over all of the assets of the Company. All subscribers to the Financing entered into an agency and inter-lender agreement with the Company and Carob Management Ltd. (the “**Agent**”), pursuant to which the subscribers appointed the Agent to act on their behalf as to certain matters relating to the Debentures, including, but not limited to, any enforcement of the security interest.

Each Warrant is exercisable into one additional Share (each, a “**Warrant Share**”) at an exercise price of \$0.075 per Warrant Share for a period of three (3) years from the date of closing.

All securities issued pursuant to the Financing are subject to a restricted period of four months and one day.

On November 23, 2018, the Company settled debt (the “**Debt Settlement**”) in the aggregate amount of \$645,299.20 owed by the Company to various creditors (each, a “**Creditor**”) by the issuance of 12,792,651 Shares (each, a “**Settlement Share**”). Of these Settlement Shares, 226,667 were issued at a deemed price of \$0.075 per Settlement Share and 12,565,984 were issued a deemed price of \$0.05 per Settlement Share. The Settlement Shares are subject to a restricted period of four months and one day. In connection with the Debt Settlement, each Creditor entered into a debt settlement agreement with the Company.

On November 23, 2018, the Company entered in an amended employment agreement (the “**Amended Employment Agreement**”) with Sukkarie, pursuant to which the Company agreed to, among other things:

- (a) modify the termination date of Sukkarie’s employment with the Company from an indefinite period to three years from the date of the Amended Employment Agreement;
- (b) pay Sukkarie a signing bonus of \$50,000; and
- (c) pay Sukkarie a performance bonus of \$291,000 upon the attainment by the Company of certain milestones.

On November 23, 2018, the Company closed the share exchange agreement with 1022313 B.C. Ltd. (the “**Target**”) and each of the arm’s length shareholders of Target (the “**Target Shareholders**”), as previously announced on August 23, 2018, whereby the Company acquired all of the issued and outstanding common shares of the Target from the Target Shareholders in consideration for the issuance of 19,999,998 Shares to the Target Shareholders (the “**Share Exchange**”).

On November 23, 2018, effective upon closing of the Financing, the Debt Settlement and the Share Exchange, the Company appointed Olen Aasen, Joel Primus (“**Primus**”) and Thomas Stephenson to the Company’s board of directors (collectively, the “**Appointments**”). Concurrent to the Appointments, Sean Bromley resigned as Chief Financial Officer (“**CFO**”) and as a director of the Company and Saood Al-Junaibi resigned as a director of the Company. Filling the vacancy created by Mr. Bromley’s resignation as CFO, Brooke Hurford (“**Hurford**”) agreed to act as CFO of the Company.

On November 23, 2018, the Company entered into an independent consulting agreement (the “**Consulting Agreement**”) with Capital Market Access, LLC (“**CMA**”), whereby CMA agreed to provide certain consulting services that will include investor relations services to the company for 6 months commencing November 23, 2018, unless earlier terminated in accordance with the Consulting Agreement. CMA will be paid a monthly fee of USD\$7,500 for the term of the Consulting Agreement. The Company also granted CMA 500,000 stock options (each, an “**Option**”) at an exercise price of \$0.05 per common share. The Options vest over a 12 month period with 25% vesting every three months after the date of grant and will be exercisable for a period of 5 years. The Options and underlying Shares will be subject to a statutory hold period expiring four months and one day after the date of grant.

On November 23, 2018, the Company granted an aggregate of 5,080,000 stock options (excluding the stock options granted to CMA) to certain directors, officers, employees and consultants (collectively, the “**Optionees**”) of the Company for the purchase of up to an aggregate of 5,080,000 Shares of the Company, pursuant to its Stock Option Plan, at an exercise price of \$0.05 per common share. Shares issuable upon the exercise of stock options held by the Optionees of the Company will be subject to an exchange hold period of four months and one day from the date of the grant of the stock options. All of the stock option granted are exercisable until expiry on November 23, 2023 and vest as follows: (i) 40% on the first anniversary of the

date of grant, (ii) 30% on the second anniversary of the date of grant, and (iii) 30% on the third anniversary of the date of grant.

On November 23, 2018, the Company entered independent consulting agreements with each of Primus, Juliet Jones, Hurford, and King & Bay West Management Corp. ("**King & Bay**", and collectively with Primus, Jones and Hurford, the "**Consultants**") dated November 23, 2018 to provide certain consulting services to the Company. As compensation for the Consultants providing their services to the Company, Primus will be paid a monthly fee of \$4,000 for the two year term of his consulting agreement and paid a \$50,000 signing bonus; Jones will be paid an aggregate fee of \$50,000 over three years; Hurford will be paid a monthly fee of \$7,200 for the one year term her consulting agreement; and King & Bay will be paid a monthly fee of \$4,000 plus GST for the three year term of its consulting agreement (the "**King & Bay Consulting Agreement**") and paid a \$50,000 signing bonus.

Item 5 Full Description of Material Change

5.1 Full Description of Material Change

A full description of the material change is described in the attached news release which was filed on SEDAR.

Disclosure Required by MI 61-101

The following supplementary information is provided in accordance with Section 5.2 of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**").

(a) a description of the transaction and its material terms:

In connection with the Debt Settlement, Anwar Sukkarie ("**Sukkarie**") accepted 7,190,000 Settlement Shares at a deemed price of \$0.05 per Settlement Share as payment for \$302,000 in loans made by Sukkarie to the Company and for \$57,500 for unpaid remuneration for services provided by Sukkarie to the Company.

In connection with the Financing, Sukkarie, Joel Primus ("**Primus**"), Paul Chucrallah ("**Chucrallah**") and Berytech Fund Management S.A.L. (Holding) ("**Berrytech**"), a company controlled by Chucrallah, subscribed for Debentures in the aggregate principal amount of \$350,000 and 7,000,000 Warrants.

Since Sukkarie is the President, Chief Executive Officer and a director of the Company, and Primus and Chucrallah are directors of the Company, each are considered "related parties" within the meaning of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**") and, as such, each respective issuance will be considered a "related party transaction" within the meaning of MI 61-101.

(b) the purpose and business reasons for the transaction:

The purpose of the Debt Settlement is to reduce the Company's liabilities while preserving its cash for general working capital purposes.

The proceeds of the Financing are expected to be used for general working capital purposes.

(c) the anticipated effect of the transaction on the issuer's business and affairs:

The Debt Settlement will improve the Company's financial position and reduce its liabilities. The Financing will provide funds for general working capital purposes.

(d) a description of:

(i) the interest in the transaction of every interested party and of the related parties and associated entities of the interested parties:

See item (a).

(ii) the anticipated effect of the transaction on the percentage of securities of the issuer, or of an affiliated entity of the issuer, beneficially owned or controlled by each person or company referred to in subparagraph (i) for which there would be a material change in that percentage:

The following table sets out the effect of the Debt Settlement and the Financing on the percentage of securities of the Company beneficially owned or controlled by Sukkarie and Chucrallah:

Name and Position	Number and Type of Securities Acquired	No. of Shares Held prior to Closing of the Debt Settlement and Financing	Percentage of Issued and Outstanding Shares prior to Closing of the Debt Settlement and Financing	No. of Shares Held After Closing of the Debt Settlement and Financing	Percentage of Issued and Outstanding Shares After Closing of the Debt Settlement and Financing
Anwar Sukkarie <i>Director and Officer</i>	7,190,000 Shares Debenture in the principal amount of \$50,000 1,000,000 Warrants	Undiluted: 9,316,407 ⁽¹⁾ Diluted: 9,833,073 ⁽²⁾	Undiluted: 21.90% ⁽³⁾ Diluted: 22.84% ⁽⁴⁾	Undiluted: 16,506,407 ⁽⁵⁾ Diluted: 19,023,073 ⁽⁶⁾	Undiluted: 21.91% ⁽⁷⁾ Diluted: 24.44% ⁽⁸⁾
Paul Chucrallah <i>Director</i>	Debenture in the principal amount of \$250,000 ⁽⁹⁾ 5,000,000 Warrants ⁽¹⁰⁾	Undiluted: 0 Diluted: 129,166 ⁽¹¹⁾	Undiluted: 0% Diluted: 0.30% ⁽¹²⁾	Undiluted: 0 Diluted: 10,129,166 ⁽¹³⁾	Undiluted: 0% Diluted: 11.72% ⁽¹⁴⁾
Joel Primus <i>Director</i>	Debenture in the principal amount of \$50,000 1,000,000 Warrants	Undiluted: 0 Diluted: 0	Undiluted: 0% Diluted: 0%	Undiluted: 0 Diluted: 2,000,000 ⁽¹⁵⁾	Undiluted: 0% Diluted: 2.59% ⁽¹⁶⁾

(1) Comprised of 9,316,407 Shares held directly by Sukkarie.

(2) Comprised of (a) Shares set out in footnote (1) above and (b) 516,666 Shares assuming exercise of 516,666 stock options held by Sukkarie directly, which are exercisable within 60 days of the date hereof.

(3) Based on 42,541,256 Shares issued and outstanding prior to closing of the Debt Settlement.

(4) Based on 52,374,329 Shares issued and outstanding prior to closing of the Debt Settlement on a partially diluted basis.

(5) Comprised of (a) Shares set out in note (1) above and (b) 7,190,000 Shares acquired by Sukkarie directly pursuant to the Debt Settlement.

- (6) Comprised of (a) 16,506,407 Shares held directly by Sukkarie after closing of the Debt Settlement Agreement, (b) 1,000,000 Shares assuming conversion of Debenture in the principal amount of \$50,000 acquired by Sukkarie directly pursuant to the Financing at the conversion rate of \$0.05 per Share, (c) 1,000,000 Shares assuming exercise of 1,000,000 Warrants acquired by Sukkarie directly pursuant to the Financing and (d) 516,666 Shares assuming exercise of 516,666 stock options held by Sukkarie exercisable within 60 days of the date hereof.
- (7) Based on 75,333,905 Shares issued and outstanding after closing of the Debt Settlement and Financing.
- (8) Based on 77,850,571 Shares issued and outstanding after closing of the Debt Settlement and Financing on partially diluted basis.
- (9) Comprised of (a) Debenture in the principal amount of \$195,000 acquired by Chucrallah directly pursuant to the Financing and (b) Debenture in the principal amount of \$55,000 acquired by Chucrallah indirectly through Berytech pursuant to the Financing.
- (10) Comprised of (a) 3,900,000 Warrants acquired by Chucrallah directly pursuant to the Financing and (b) 1,100,000 Warrants acquired by Chucrallah indirectly through Berytech pursuant to the Financing.
- (11) Comprised of 129,166 Shares assuming exercise of 129,166 stock options held by Chucrallah directly, which are exercisable within 60 days of the date hereof.
- (12) Based on 42,670,422 Shares issued and outstanding before closing of the Debt Settlement and Financing on a partially diluted basis.
- (13) Comprised of (a) 5,000,000 Shares assuming conversion of Debenture set out in footnote (9) above at the conversion rate of \$0.05 per Share, (b) 5,000,000 Shares assuming conversion of Warrants set out in footnote (10) above and (c) 129,166 Shares set out in footnote (11) above.
- (14) Based on 85,463,071 Shares issued and outstanding after the Debt Settlement and Financing on a partially diluted basis.
- (15) Comprised of: (a) 1,000,000 Shares assuming conversion of Debenture in the principal amount of \$50,000 acquired by Primus directly pursuant to the Financing at the conversion rate of \$0.05 per Share and (b) 1,000,000 Shares assuming exercise of 1,000,000 Warrants acquired by Primus directly pursuant to the Financing.
- (16) Based on 77,333,905 Shares issued and outstanding after the Debt Settlement and Financing on a partially diluted basis.

(e) unless this information will be included in another disclosure document for the transaction, a discussion of the review and approval process adopted by the board of directors and the special committee, if any, of the issuer for the transaction, including a discussion of any materially contrary view or abstention by a director and any material disagreement between the board and the special committee:

Resolutions of the board of directors approving the Debt Settlement and Financing were unanimously passed on November 23 and 26, 2018. Sukkarie, having disclosed his interest in the approval of the Debt Settlement and the Financing as it related to him, and Primus and Chucrallah, each having disclosed his interest in the approval of the Financing as it related to him, abstained from voting on the approval of the Debt Settlement and the Financing. No special committee was established in connection with the transactions and no materially contrary view or abstention was expressed or made by any director.

(f) a summary in accordance with section 6.5 of MI 61-101, of the formal valuation, if any, obtained for the transaction, unless the formal valuation is included in its entirety in the material change report or will be included in its entirety in another disclosure document for the transaction:

Not applicable

(g) disclosure, in accordance with section 6.8 of MI 61-101, of every prior valuation in respect of the issuer that related to the subject matter of or is otherwise relevant to the transaction:

(i) that has been made in the 24 months before the date of the material change report:

Not applicable.

(ii) the existence of which is known, after reasonable enquiry, to the issuer or to any director or officer of the issuer:

Not applicable.

(h) the general nature and material terms of any agreement entered into by the issuer, or a related party of the issuer, with an interested party or a joint actor with an interested party, in connection with the transaction:

The Company entered into a debt settlement agreement with Sukkarie, whereby Sukkarie accepted 7,190,000 Shares at a deemed price of \$0.05 per Share as payment of \$302,000 of the cash loans made by Sukkarie to the Company and \$57,500 of unpaid remuneration for services.

The Company entered into a subscription agreement with Sukkarie, whereby Sukkarie purchased from the Company a Debenture in the principal amount of \$50,000 and 1,000,000 Warrants.

The Company entered into a subscription agreement with Primus, whereby Primus purchased from the Company a Debenture in the principal amount of \$50,000 and 1,000,000 Warrants.

The Company entered into a subscription agreement with Chucrallah, whereby Chucrallah purchased from the Company a Debenture in the principal amount of 195,000 and 3,900,000 Warrants.

The Company entered into a subscription agreement with Berytech, whereby Berytech purchased from the Company a Debenture in the principal amount of \$55,000 and 1,100,000 Warrants.

Other material terms of the Debentures and the Warrants are described in Item 4 above.

(i) disclosure of the formal valuation and minority approval exemptions, if any, on which the issuer is relying under sections 5.5 and 5.7 of MI 61-101 respectively, and the facts supporting reliance on the exemptions:

The Debt Settlement and the Financing will be exempt from the valuation requirement of MI 61-101 by virtue of the exemption contained in section 5.5(b) as the Company's Shares are not listed on a specified market and from the minority shareholder approval requirements of MI 61-101 by virtue of the exemption contained in section 5.7(a) of MI 61-101 in that the fair market value of the Shares issued to each related party did not exceed 25% of the Company's market capitalization.

As this material change report is being filed less than 21 days before the closing of the Financing, there is a requirement under MI 61-101 to explain why the shorter period was reasonable or necessary in the circumstances. In the view of the Company, such shorter period was reasonable and necessary in the circumstances to improve the Company's financial position, to reduce its liabilities and complete the Debt Settlement and Financing in a timely manner.

5.2 Disclosure for Restructuring Transactions

N/A

Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

N/A

Item 7 Omitted Information

None

Item 8 Executive Officer

Anwar Sukkarie, Chief Executive Officer, 604.568.1598

Item 9 Date of Report

December 3, 2018

NEWS RELEASE

LOOPSHARE COMPLETES PRIVATE PLACEMENT OF SECURED CONVERTIBLE DEBENTURES, DEBT SETTLEMENT, SHARE EXCHANGE AND APPOINTS NEW DIRECTORS AND CFO

VANCOUVER - November 27, 2018 - LOOPShare Ltd. (TSX-V: LOOP) ("LOOPShare" or the "Company"), a global provider of electric scooter shared fleet services and technology, is pleased to announce that the Company has closed its previously announced non-brokered private placement financing (the "Financing") of secured convertible debentures (each, a "Debenture") pursuant to which the Company issued Debentures in the principal amount of \$3,197,500 and an aggregate of 63,950,000 detachable non-transferable share purchase warrants (each, a "Warrant"), representing 20,000 Warrants for every \$1,000 of principal of the Debentures.

The terms of the Debentures include:

- a maturity date of three years from the date of closing (the "Maturity Date") and the principal amount, together with any accrued and unpaid interest, will be payable on the Maturity Date, unless earlier converted in accordance with their terms;
- the Debentures bear interest (the "Interest") at the rate of 10% per annum, which Interest will be payable on the Maturity Date, unless earlier converted;
- the principal amount of the Debenture is convertible into class A common shares of the Company (each, a "Share") at the option of the holder at a conversion price of \$0.05 per Share in the first year and \$0.10 per Share thereafter; and
- the accrued and unpaid Interest is convertible into Shares at a conversion price equal to the Market Price (as such term is defined in the Policies of the TSX Venture Exchange (the "Exchange")), at the time of such conversion.

Repayment by the Company of amounts owing under the Debentures is secured by a charge over all of the assets of the Company. All subscribers to the Financing entered into an agency and inter-lender agreement with the Company and Carob Management Ltd. (the "Agent"), pursuant to which the subscribers appointed the Agent to act on their behalf as to certain matters relating to the Debentures, including, but not limited to, any enforcement of the security interest.

Each Warrant is exercisable into one additional Share (each, a "Warrant Share") at an exercise price of \$0.075 per Warrant Share for a period of three (3) years from the date of closing.

All securities issued pursuant to the Financing are subject to a restricted period of four months and one day.

The proceeds of the Financing are expected to be used for general working capital purposes. The Company did not pay any finder's fees in connection with the Financing. The Financing is subject to final approval of the Exchange.

"LOOPShare has developed feature-rich, unique technology that allows rapid deployment of highly-reliable fleets of shared electric scooters. The ability of LOOPShare to expand in several cities worldwide with a cost-effective Loop service offering is now a reality," said Anwar Sukkarie, President and Chief Executive Officer of LOOPShare. "This Financing not only provides LOOPShare with a clean balance sheet, but most critically allows LOOPShare to execute on its strategy of building a global, competitive, and high-growth organization. Thank you Saood and Sean for the dedication and professionalism that you have consistently provided in helping LOOPShare and its shareholders navigate through challenging times. With great pleasure, LOOPShare welcomes our new team members bringing major talent, definite value, expertise, and business relationships to empower our business plan. Great to have you in the Loop, Olen, Joel, Thomas, and Brooke."

Debt Settlement

The Company also announces that it has settled debt (the "**Debt Settlement**") in the aggregate amount of \$645,299.20 owed by the Company to various creditors (each, a "**Creditor**") by the issuance of 12,792,651 Shares (each, a "**Settlement Share**"). Of these Settlement Shares, 226,667 were issued at a deemed price of \$0.075 per Settlement Share and 12,565,984 were issued a deemed price of \$0.05 per Settlement Share. The Settlement Shares are subject to a restricted period of four months and one day. In connection with the Debt Settlement, each Creditor entered into a debt settlement agreement with the Company.

In connection with the Debt Settlement, the Company entered into forgiveness of debt agreements with each of Anwar Sukkarie ("**Sukkarie**"), President, Chief Executive Officer and a director of the Company (the "**Sukkarie Debt Forgiveness**") and Juliet Jones ("**Jones**"), effective November 23, 2018, to settle outstanding debts in the aggregate amount of \$404,500.

Concurrent with the Sukkarie Debt Forgiveness, the Company entered into an amended employment agreement (the "**Amended Employment Agreement**") with Sukkarie, pursuant to which the Company agreed to, among other things:

- (d) modify the termination date of Sukkarie's employment with the Company from an indefinite period to three years from the date of the Amended Employment Agreement;
- (e) pay Sukkarie a signing bonus of \$50,000; and
- (f) pay Sukkarie a performance bonus of \$291,000 upon the attainment by the Company of certain milestones.

In connection with the Amended Employment Agreement, the Company's news release dated November 16, 2018 stated a performance bonus of \$191,000, but should have stated \$291,000. All other details of the news release dated November 16, 2018 remain accurate and in effect.

Share Exchange Agreement

The Company also closed the share exchange agreement with 1022313 B.C. Ltd. (the “**Target**”) and each of the arm’s length shareholders of Target (the “**Target Shareholders**”), as previously announced on August 23, 2018, whereby the Company acquired all of the issued and outstanding common shares of the Target from the Target Shareholders in consideration for the issuance of 19,999,998 Shares to the Target Shareholders (the “**Share Exchange**”).

For more information regarding the Share Exchange, please see the Company’s news release dated August 23, 2018.

Related Party Disclosure

In connection with the Debt Settlement, Sukkarie accepted 7,190,000 Settlement Shares at a deemed price of \$0.05 per Settlement Share as payment for \$302,000 in loans made by Sukkarie to the Company and for \$57,500 for unpaid remuneration for services provided by Sukkarie to the Company. In connection with the Financing, Sukkarie, Paul Chucrallah (“**Chucrallah**”) and Berytech Fund Management S.A.L. (Holding), a company controlled by Chucrallah, subscribed for Debentures in the aggregate principal amount of \$300,000. Since Sukkarie is the President, Chief Executive Officer and a director of the Company, and Chucrallah is a director of the Company, each are considered “related parties” within the meaning of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”) and, as such, each respective issuance will be considered a “related party transaction” within the meaning of MI 61-101. Both the Financing and the Debt Settlement will be exempt from the valuation requirement of MI 61-101 by virtue of the exemption contained in section 5.5(b) as the Company’s Shares are not listed on a specified market and from the minority shareholder approval requirements of MI 61-101 by virtue of the exemption contained in section 5.7(a) of MI 61-101 in that the fair market value of the Shares issued to each related party did not exceed 25% of the Company’s market capitalization.

None of the securities issued in connection with the Financing, the Debt Settlement and the Share Exchange (collectively, the “**Transactions**”) will be registered under the *United States Securities Act* of 1933, as amended (the “**1933 Act**”), and none of them may be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the 1933 Act. Furthermore, this press release shall not constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the securities in any state where such offer, solicitation, or sale would be unlawful.

Change in Officers and Directors

The Company is pleased to announce that, effective upon the closing of the Transactions, the Company appointed Olen Aasen, Joel Primus (“**Primus**”) and Thomas Stephenson to the Company’s board of directors (collectively, the “**Appointments**”).

Concurrent to the Appointments, Sean Bromley resigned as Chief Financial Officer (“**CFO**”) and as a director of the Company and Saood Al-Junaibi resigned as a director of the Company. The Company would like to thank Mr. Bromley and Mr. Al-Junaibi for their service to the Company and wish them both the best in each of their respective future endeavours.

Filling the vacancy created by Mr. Bromley's resignation as CFO, the Company is pleased to announce that Brooke Hurford ("**Hurford**") has agreed to act as CFO of the Company.

For more information regarding the appointment of Ms. Hurford as CFO, the Appointments, and for each respective bio thereto, please see the Company's news release dated November 16, 2018.

Investors Relations Agreement

The Company is also pleased to announce that it has engaged Capital Market Access, LLC ("**CMA**") to provide certain consulting services that will include investor relations services (the "**Services**") pursuant to an independent consulting agreement dated November 23, 2018 between the Company and CMA (the "**Consulting Agreement**"). The term of the Consulting Agreement is for 6 months commencing on November 23, 2018, unless earlier terminated in accordance with the Consulting Agreement.

As compensation for CMA providing the Services, CMA will be paid a monthly fee of USD\$7,500 for the term of the Consulting Agreement. The Company also granted CMA 500,000 stock options (each, an "**Option**") at an exercise price of \$0.05 per common share. The Options vest over a 12 month period with 25% vesting every three months after the date of grant and will be exercisable for a period of 5 years. The Options and underlying Shares will be subject to a statutory hold period expiring four months and one day after the date of grant. The Company and Capital maintain an arm's length relationship.

Grant of Stock Options

The Company also announces that it has granted an aggregate of 5,080,000 stock options (excluding the stock options granted to CMA) to certain directors, officers, employees and consultants (collectively, the "**Optionees**") of the Company for the purchase of up to an aggregate of 5,080,000 Shares of the Company, pursuant to its Stock Option Plan, at an exercise price of \$0.05 per common share. Shares issuable upon the exercise of stock options held by the Optionees of the Company will be subject to an exchange hold period of four months and one day from the date of the grant of the stock options. All of the stock option granted are exercisable until expiry on November 23, 2023 and vest as follows: (i) 40% on the first anniversary of the date of grant, (ii) 30% on the second anniversary of the date of grant, and (iii) 30% on the third anniversary of the date of grant.

Other Updates

The Company is also pleased to announce that it has entered independent consulting agreements with each of Primus, Jones, Hurford, and King & Bay West Management Corp. ("**King & Bay**", and collectively with Primus, Jones and Hurford, the "**Consultants**") dated November 23, 2018 to provide certain consulting services to the Company. As compensation for the Consultants providing their services to the Company, Primus will be paid a monthly fee of \$4,000 for the two year term of his consulting agreement and paid a \$50,000 signing bonus; Jones will be paid an aggregate fee of \$50,000 over three years; Hurford will be paid a monthly fee of \$7,200 for the one year term her consulting agreement; and King & Bay will be paid a monthly

fee of \$4,000 plus GST for the three year term of its consulting agreement (the “**King & Bay Consulting Agreement**”) and paid a \$50,000 signing bonus.

About LOOPShare Ltd.

LOOPShare Ltd. (TSX-V: LOOP), a Vancouver company established in 2009, and its wholly owned subsidiary Saturna Green Systems Inc. have commercialized a first generation, wireless ruggedized 7” touchscreen dashboard with Telematics functionality for electric inner-city vehicles. LOOPShare’s highly specialized display enables a broad range of services for consumer, tourism or commercial use.

LOOPShare’s purpose is to develop and deploy connected end-to-end solutions for inner-city transportation vehicles, specifically geared toward Transportation as a Service (“**TaaS**”). Through Zone Operators worldwide, LOOPShare will implement TaaS solutions to offer Commuter Convenience and Tourist applications to subscribers based on LOOPShare’s commuter/tourism/business-focused, unique, state-of-the-art wireless two-wheel electric sharing technology. “Loop” is a trademark of LOOPShare Ltd. For further information, please visit www.loopscooters.com.

For further information on LOOPShare, please contact:

Anwar Sukkarie, CEO
+1 (604) 568-1598
asukkarie@saturnagreen.com

Neither TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

Disclaimer for Forward-Looking Statements

Completion of the Financing and Share Exchange is subject to final Exchange acceptance.

The Exchange has in no way passed upon the merits of the Transactions and has neither approved nor disapproved the contents of this news release.

Statements contained in this news release that are not historical facts constitute “forward-looking statements” or “forward-looking information” within the meaning of applicable securities laws and are based on expectations, estimates and projections as of the date of this news release. Forward-looking statements are often identified by terms such as “will”, “may”, “should”, “anticipate”, “expects” and similar expressions. All statements other than statements of historical fact, included in this news release, including, without limitation, statements regarding the future plans and objectives of the Company are forward-looking statements that involve risks and uncertainties. Forward looking statements in this news release include statements regarding the expected use of proceeds of the Financing and the prospects and business plan of the Company. There can be no assurance that such statements will prove to be accurate and actual results and future events could differ materially from those anticipated in such statements.

Important factors that could cause actual results to differ materially from the Company's expectations include risks detailed from time to time in the filings made by the Company with securities regulations.

The reader is cautioned that assumptions used in the preparation of any forward-looking information may prove to be incorrect. Events or circumstances may cause actual results to differ materially from those predicted, as a result of numerous known and unknown risks, uncertainties, and other factors, many of which are beyond the control of the Company. The reader is cautioned not to place undue reliance on any forward-looking information. Forward-looking statements contained in this news release are expressly qualified by this cautionary statement. Although LOOPShare believes that the expectations in the forward-looking statements are reasonable, actual results may vary, and future results, levels of activity, performance or achievements cannot be guaranteed.