

**VOGOGO INC.**

~~Up to~~ \$30,000,000

~~Marketed Offering~~ Underwritten Deal of 8.0% ~~Extendible~~ Convertible Debenture Units

May ~~14, 15~~, 2018

A preliminary prospectus and an amended and restated preliminary prospectus containing important information relating to the securities described in this document ~~has~~have been filed with the securities regulatory authorities in each of Ontario, British Columbia and Alberta. A copy of the amended and restated preliminary prospectus, and any amendment, is required to be delivered with this document.

The amended and restated preliminary prospectus is still subject to completion. There will not be any sale or any acceptance of an offer to buy the securities until a receipt for the final prospectus has been issued.

This document does not provide full disclosure of all material facts relating to the securities offered. Investors should read the amended and restated preliminary prospectus, the final prospectus and any amendment for disclosure of those facts, especially risk factors relating to the securities offered, before making an investment decision.

Prospective investors should be aware that the acquisition of the Units described herein may have tax consequences in Canada. See "Certain Canadian Federal Income Tax Considerations" of the short form prospectus for a discussion of the applicable tax consequences.

The Convertible Debentures and the Common Shares are not "deposits" within the meaning of the Canada Deposit Insurance Corporation Act (Canada) and are not insured under the provisions of that act or any other legislation.

Investing in the Units involves significant risks. Prospective purchasers of the Units should carefully consider the risk factors described under the heading "Risk Factors" and elsewhere in the short form prospectus and in the documents incorporated by reference therein.

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<b>Issuer:</b>	Vogogo Inc. (the "Issuer" or the "Company").
<b>Issue:</b>	Extendible convertible debentures (the "Convertible Debentures") and Warrants (as defined below) (collectively, "Units"). Each Unit consists of \$1,000 principal amount of Debentures and 1,000 Warrants.
<b>Deal Type:</b>	<u>Underwritten</u>
<b>Issue Price:</b>	C\$1,000 per Unit.
<b>Issue Size:</b>	<del>Up to</del> \$30,000,000 of Units (the "Offering").
<b>Over-Allotment Option:</b>	The Company will grant the <del>Agents</del> <u>Underwriters</u> an option to offer for sale up to an additional 15% of the Units, at the Issue Price, exercisable in whole or in part at any time for 30 days following the Closing Date.
<b>Initial Maturity Date:</b>	The earlier of i) November 30, 2018 and ii) the date at which the Company terminates the 828 Acquisition (as defined below). In the event that the Company terminates the 828 Acquisition, holders of the Convertible Debentures will receive an amount equal to 104% of the Issue Price, in cash within three days after giving such notice, and will retain ownership of any Warrants issued in connection with the Units.
<b>Final Maturity Date:</b>	June 30, 2020 (the "Final Maturity Date").
<b>Coupon:</b>	8.00% per annum, payable semi-annually in arrears on the last day of June and December of each year (each an "Interest Payment Date") commencing with the Initial Coupon Payment (as defined below).
<b>Initial Coupon Payment:</b>	In the event the Acquisition occurs before the Initial Maturity Date, all accrued and unpaid interest on the Convertible Debenture accruing from the Closing Date up to (but not including) the <del>Closing Date</del> <u>closing date</u> of the Acquisition will be paid to holders in cash on the third business day following the closing of the Acquisition.
<b>Use of Proceeds:</b>	Net proceeds of the base Offering will be used to fund the acquisition (the "828 Acquisition") of certain mining

**assets**, as described in the press release of the Company dated April 19, 2018 and for general corporate purposes.

- Automatic Extension:** If the Acquisition is completed on or before the Initial Maturity Date, the Maturity Date of the Convertible Debentures will be automatically extended from the Initial Maturity Date to the Final Maturity Date (such extension, an "Automatic Extension").
- If the Acquisition does not occur on or before 5:00 p.m. (Toronto time) on Initial Maturity Date, the maturity date of the Convertible Debentures will remain the Initial Maturity Date. If the Company advises the [Agents/Underwriters](#) that it does not intend to proceed with the Acquisition, the maturity date will be three days after giving such notice. If an Automatic Extension does not occur, holders of the Convertible Debentures will receive an amount equal to 104% of the Issue Price in cash and will retain ownership of any Warrants issued in connection with the Units.
- Conversion:** In the event the maturity date is extended to the Final Maturity Date, the Convertible Debentures will be convertible at the holder's option into Common Shares at any time prior to the close of business day prior to the Final Maturity Date.
- Subject to regulatory approval, the Convertible Debentures will be convertible into common shares ("**Common Shares**") of the Company at a conversion price (the "**Conversion Price**") of C\$0.50 per Common Share. Holders converting their Convertible Debentures will receive accrued and unpaid interest in cash thereon, up to, but excluding, the date of conversion. The Conversion Price may be adjusted upon the occurrence of certain customary events as specified in the Debenture Indenture.
- Forced Conversion:** If, following the closing of the Offering and the extension of the Initial Maturity Date to the Final Maturity Date and prior to the Final Maturity Date, there are an aggregate of 15 days on which the daily VWAP of the Common Shares on the CSE (or such other Canadian stock exchange on which the Common Shares may trade) equals or exceeds C\$0.90, the Company may force conversion at the Conversion Price, upon giving Debenture holders 30 days advance written notice, in accordance with the conversion terms (a "**Forced Conversion**").
- If Debentures are subject to a Forced Conversion in the 12-month period following the Closing Date, holders of Debentures will receive an interest payment in cash on such Debentures equal to any accrued and unpaid interest up to the date of conversion and additional interest for the period from the date of conversion to the date that is 12 months following the Closing Date.
- Warrants:** Subscribers will be issued **1,000** Common Share purchase warrants ("**Warrants**") for each C\$1,000 principal amount of Debentures purchased. Each Warrant will entitle the holder to acquire one Common Share of the Company (each, a "**Warrant Share**") at a price of \$0.70 per Warrant Share for a period of two years following the Closing Date, subject to adjustment in certain events.
- Acceleration of Warrants:** If, following the closing of the Offering and after the extension of the Initial Maturity Date to the Final Maturity Date and prior to the Final Maturity Date, there are an aggregate of 15 days on which the daily VWAP of the Common Shares on the CSE (or such other Canadian stock exchange on which the Common Shares may trade) equals or exceeds C\$1.10, the Company may accelerate the expiry date of the Warrants, upon giving Warrant holders 30 days' advance written notice.
- Dividend Adjustment and Anti-Dilution:** The Convertible Debenture and Warrants will have anti-dilution adjustments customary for securities of this type.
- Change of Control:** Upon the occurrence of a change of control involving the acquisition of voting control or direction over more than 50% of the Common Shares of the Company (a "**Change of Control**") by one or more persons acting jointly or in concert, the Company will be required to make an offer to purchase in cash, within 30 days following the consummation of the Change of Control, all of the Convertible Debentures at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest and any interest the holder would have received had they held the Convertible Debentures up to the Final Maturity Date.
- Redemption:** The Convertible Debentures will not be redeemable.
- Offering Basis:** Offering by way of a short form prospectus to be filed in the provinces of Ontario, British Columbia and Alberta, and in the United States to Qualified Institutional Buyers pursuant to Rule 144A under the United States Securities Act of 1933 and to institutional investors in such other jurisdictions pursuant to applicable private placement exemptions. A copy of the short form prospectus will be available at [www.SEDAR.com](http://www.SEDAR.com).
- Purchase for Cancellation:** The Issuer will have the right at any time and from time to time to purchase the Convertible Debentures in the market, by tender, or by private contract.

<b>Payment of Principal Amount in Common Shares:</b>	In the event the maturity date is extended from the Initial Maturity Date to the Final Maturity Date, the Company has the option to satisfy its obligation to repay the principal amount of the Convertible Debentures, in whole or in part, at <del>maturity</del> <u>the Final Maturity Date</u> upon at least 30 days and not more than 60 days prior notice, by delivering to the holder that number of freely tradeable Common Shares obtained by dividing the principal amount of the Convertible Debentures being repaid by 95% of the Current Market Price (as defined below) on the date of maturity.
<b>Current Market Price:</b>	“Current Market Price” is defined as the volume-weighted average trading price for the Common Shares on the CSE for the 20 consecutive trading days ending five trading days prior to the applicable date.
<b>Rank:</b>	The Convertible Debentures will rank <i>pari passu</i> in right of payment of principal and interest with all other Debentures issued under the Offering.
<b>Eligibility:</b>	The Units will be eligible under the usual statutes and for RRSPs, RRIFs, RESPs, RDSPs, TFSAs and DPSPs.
<b>Negative Covenants:</b>	<p>The Indenture for the Convertible Debentures will restrict the issuance of any debt that ranks senior in right of repayment to the Convertible Debentures unless the consent of the holders of 2/3 of the principal amount of Debentures consent to such additional debt, other than the vendor-take-back issued in connection with the Acquisition.</p> <p>The Convertible Debentures shall contain such other additional negative covenants as may be agreed upon by the Issuer and the <del>Agents</del><u>Underwriters</u>.</p>
<b>Lead Agent/Underwriter:</b>	Canaccord Genuity Corp.
<b>Commission:</b>	4.0% cash, 4.0% broker warrants.
<b>Closing Date:</b>	On or about June <del>15, 5,</del> 2018 (the “ <b>Closing Date</b> ”).

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