

FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1 **Name and Address of Company**

Vogogo Inc. (“**Vogogo**”)
P.O. Box 34023
Westbrook PO
Calgary, Alberta T3C 3W2

Item 2 **Date of Material Changes**

July 4, 2018.

Item 3 **News Release**

A news releases announcing the material changes referred to in this report were disseminated on July 5, 2018 and filed on SEDAR at www.sedar.com.

Item 4 **Summary of Material Change**

On July 4, 2018, Vogogo entered into a services agreement (the “**Co-Location Agreement**”) with a third party customer to provide co-location services for up to 4,000 cryptocurrency mining machines to be delivered by and owned by the customer at Vogogo’s newly acquired facility near Montreal, Quebec.

Item 5 **Full Description of Material Change**

On July 4, 2018, Vogogo entered into a services agreement (the “**Co-Location Agreement**”) with a third party customer to provide co-location services for up to 4,000 cryptocurrency mining machines to be delivered by and owned by the customer at Vogogo’s newly acquired facility near Montreal, Quebec.

The Co-Location Agreement provides that Vogogo will provide supporting infrastructure to support 6 MW of co-location business in return for fixed monthly rental fees. As previously announced, Vogogo completed the acquisition of 14,000 cryptocurrency mining machines plus supporting infrastructure on June 29, 2018, which acquisition included additional infrastructure to support 6 MW of co-location business, sufficient for over 4,000 cryptocurrency mining machines. The Co-Location Agreement fully allocates the additional infrastructure.

The co-location customer will pay Vogogo a fixed monthly rent for the total of 6 MW of power available to support the co-location business. Such rent is payable whether or not the co-location customer is operating all or any of its mining machines. The co-location customer is responsible to supply and install its cryptocurrency mining machines, which will be located in a dedicated portion of Vogogo’s facility. It is anticipated that the co-location customer will be fully operational by the end of July 2018, at which time Vogogo will begin generating rental revenue.

The base term of the Co-Location Agreement is 36 months, subject to early termination on payment of outstanding amounts and a termination charge equal to three months rent during the first 12 months of the term, equal to two months rent during the second 12 months of the term, and equal to one month of rent thereafter.

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**

For further information, please contact:

Jordan Greenberg
Chief Financial Officer
403-648-9292

Item 9 **Date of Report**

July 17, 2018

Cautionary Note Regarding Forward-Looking Information

Certain statements in this material change report, including statements with respect to anticipated rental fees, contain forward-looking statements which can be identified by the use of forward-looking terminology such as "believes", "expects", "may", "desires", "will", "should", "projects", "estimates", "contemplates", "anticipates", "intends", or any negative such as "does not believe" or other variations thereof or comparable terminology. No assurance can be given that potential future results or circumstances described in the forward-looking statements will be achieved or will occur. By their nature, these forward-looking statements necessarily involve risks and uncertainties, including the risk that the co-location customer terminates the Co-Location Agreement and other risks and uncertainties discussed herein, that could cause actual results to significantly differ from those contemplated by these forward-looking statements. Such statements reflect the view of Vogogo with respect to future events, and are based on information currently available to Vogogo and on assumptions, which it considers reasonable. Management cautions readers that the assumptions relative to the future events, several of which are beyond Management's control, could prove to be incorrect, given that they are subject to certain risk and uncertainties, and that actual results may differ materially from those projected. Factors which could cause results or events to differ from current expectations include, among other things: that the Co-Location Agreement is terminated or that the co-location customer is relieved of its obligation to pay monthly rent due to force majeure events or other circumstances, or otherwise ceases to make payments; and the impact of general economic, industry and market conditions. Management disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise, except as required by applicable securities laws. The reader is cautioned not to place undue reliance on forward-looking information.