

Form 62-103F1

REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

Item 1 - Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to the acquisition by UFPB Voodooovox LLC (“UFPB” or the “Acquiror”) of a 13.5% secured debenture due June 22, 2018 (the “Debenture”) of UpSnap, Inc. (the “Corporation”). Interest on the Debenture is convertible into common shares of the Corporation (“Common Shares”).

The head office of the Corporation is located at:

100 Consilium Place, Suite 200
Toronto, Ontario
M1H 3E3

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

The Common Shares are listed on the Canadian Securities Exchange.

Item 2 - Identity of the Acquiror

2.1 State the name and address of the acquiror.

UFPB Voodooovox LLC
10200 Grogan’s Mill Road
The Woodlands, TX 77380
United States

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

Pursuant to a debenture purchase agreement dated June 22, 2017 between UFPB and the Corporation, UFPB acquired the Debenture in the principal amount of \$200,000. The Debenture is due and payable on June 22, 2018 (the “Maturity Date”). The Debenture bears interest at 13.5% per annum payable quarterly. Interest shall be paid quarterly to UFPB commencing on September 30, 2017 through the issuance of a number of Common Shares calculated based on the five day volume weighted average price of the Common Shares immediately preceding an interest payment date (“Interest Shares”). Interest due and owing on the Debenture shall, at UFPB’s option, either (i) accrue and be paid in Interest Shares on the Maturity Date, with the number of Interest Shares due and owing on the Maturity Date calculated by

dividing the amount of interest accrued under the Debenture during such period by the five day volume weighted average price of the Common Shares immediately preceding the Maturity Date or (ii) be capitalized by increasing the outstanding and unpaid principal amount of the Debenture by an amount equal to the accrued interest.

2.3 State the names of any joint actors.

Not applicable.

Item 3 - Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.

See 2.2

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.

The Acquiror acquired ownership of and control over the Debenture.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately before the transaction, the Acquiror owned 131,398,751 Common Shares representing approximately 49.48% of the issued and outstanding Common Share and did not own any debenture of the Corporation.

Immediately after the transaction, the Acquiror owns 131,398,751 Common Shares representing approximately 49.48% of the issued and outstanding Common Share and also owns the Debenture.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) the acquiror, either alone or together with any joint actors, has ownership and control,

Ownership of the Debenture in the principal amount of \$200,000.

(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and

Nil.

(c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

Nil.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 - Consideration Paid

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

The aggregate purchase price for the Debenture is \$200,000.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an

issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

The aggregate purchase price for the Debenture is \$200,000.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 - Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;
- (f) a material change in the reporting issuer's business or corporate structure;
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
- (j) a solicitation of proxies from securityholders;
- (k) an action similar to any of those enumerated above.

The Acquiror acquired the Debenture for investment purposes and may, depending on market and other conditions, increase its beneficial ownership, control or

direction over other securities of the Corporation through market transactions, private agreements, treasury issuances, exercise of convertible securities or otherwise.

Item 6 - Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

On February 4, 2014 UFPB entered into a voting agreement (the "**Voting Agreement**") with StableView Asset Management Inc. ("**StableView**") pursuant to which StableView agreed to vote (A) the voting rights attaching to 12,500,000 of its Common Shares of the Corporation (representing 57% of StableView's voting rights (and equity interest) in the Corporation as at the date of the Voting Agreement) and (B) any Common Shares of the Corporation or securities convertible into or exercisable for Common Shares of the Corporation acquired by StableView directly from the Corporation as a result of an issuance from treasury of the Corporation (excluding, for greater certainty, any open market (secondary market) purchases of Common Shares of the Corporation by StableView) in favour of (i) resolutions electing the board of directors in accordance with the following composition: (a) two (2) members nominated by UFPB; (b) two (2) members nominated by the majority of the members not nominated by UFPB; and (c) one (1) independent member nominated by mutual agreement of UFPB and the majority of the members not nominated by UFPB; and (ii) resolutions approving the sale of all or substantially all of the shares or assets of the Corporation upon certain limited circumstances.

The Voting Agreement remains in effect until February 3, 2018, unless terminated earlier upon the occurrence of one of the following events: (i) the Corporation is dissolved, wound-up or liquidated; (ii) UFPB becomes the beneficial owner of at least 51% or less than 15% of the issued and outstanding Common Shares of the Corporation; or (iii) the parties to the Voting Agreement execute an instrument in writing so declaring.

Item 7 - Change in material fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 - Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

The acquisition of the Debenture was made in reliance on the "accredited investor" exemption under section 2.3 of National Instrument 45-106 *Prospectus Exemptions*.

Item 9 - Certification

Certificate

I, as the acquiror, certify, or I, as the agent filing the report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated June 23, 2017

UFPB VOODOOVOX LLC

By: *Heather Burrer*
Name: Heather Burrer
Title: Vice-President & General
Counsel