

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES **(or securities convertible or exchangeable into listed securities¹)**

Please complete the following:

Name of Listed Issuer: Upco International Inc. (the "Issuer").

Trading Symbol: UPCO

Date: Feb 23 2018.

Is this an updating or amending Notice: Yes No

If yes provide date(s) of prior Notices: _____.

Issued and Outstanding Securities of Issuer Prior to Issuance: 47,960,001.

Date of News Release Announcing Private Placement: shares for debt announced Feb. 22, 2018.

Closing Market Price on Day Preceding the Issuance of the News Release: \$0.20

1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relations -hip to Issuer (2)
n/a							

(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals. n/a

(2) Indicate if Related Person. no

¹An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: n/a _____ .
 2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. n/a _____ .
 3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: n/a _____
_____ .
 4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. SEE ATTACHED
 5. Description of securities to be issued:
 - (a) Class common _____ .
 - (b) Number 120,000 _____ .
 - (c) Price per security \$0.25 _____ .
 - (d) Voting rights yes _____
 6. Provide the following information if Warrants, (options) or other convertible securities are to be issued: n/a
 - (a) Number _____ .
 - (b) Number of securities eligible to be purchased on exercise of Warrants (or options) _____
_____ .
 - (c) Exercise price _____ .
 - (d) Expiry date _____ .
 7. Provide the following information if debt securities are to be issued: n/a
 - (a) Aggregate principal amount _____ .
 - (b) Maturity date _____ .
 - (c) Interest rate _____ .
-

(d) Conversion terms _____ .

(e) Default provisions _____ .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.): n/a

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): _____ .

(b) Cash _____ .

(c) Securities _____ .

(d) Other _____ .

(e) Expiry date of any options, warrants etc. _____ .

(f) Exercise price of any options, warrants etc. _____ .

9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship n/a__

_____ .

10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.). n/a

_____ .

11. State whether the private placement will result in a change of control. n/a

_____ .

12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. no _____

_____ .

13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are _____

subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102..

2. Acquisition n/a

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: _____
_____ .
 2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: _____
_____ .
 3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:
 - (a) Total aggregate consideration in Canadian dollars: _____ .
 - (b) Cash: _____ .
 - (c) Securities (including options, warrants etc.) and dollar value: _____
_____ .
 - (d) Other: _____ .
 - (e) Expiry date of options, warrants, etc. if any: _____ .
 - (f) Exercise price of options, warrants, etc. if any: _____ .
 - (g) Work commitments: _____ .
 4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).
 5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: _____
_____ .
 6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:
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Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: _____
_____ .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):
 - (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): _____
_____ .
 - (b) Cash _____ .
 - (c) Securities _____ .
 - (d) Other _____ .
 - (e) Expiry date of any options, warrants etc. _____
 - (f) Exercise price of any options, warrants etc. _____ .

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. _____

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. _____

_____ .

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated Feb 23 2018.

Jag Sandhu
Name of Director or Senior
Officer

“Jag Sandhu”
Signature

Director and VP
Official Capacity

THIS AGREEMENT (“Agreement”) is entered into and made effective this 21st day of February, 2018

BETWEEN:

Upco International Inc., of 200 – 17618 – 58 Avenue, Surrey, BC V3S 1L3

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

Galavant Holdings Inc., of Suite 308 – 1155 West Pender Street, Vancouver, BC V6E 2P4

(hereinafter referred to as the "Creditor")

OF THE SECOND PART.

WHEREAS:

- A. the Company is a reporting issuer under the *Securities Act* of British Columbia (the “*Act*”);
- B. the Creditor is a creditor of the Company having rendered services to the Company for which it has not been paid; and
- C. the Creditor and the Company mutually wish to settle \$25,000.00 owed by the Company to the Creditor via the issuance of 100,000 common shares in the capital of the Company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

- 1. The Creditor agrees to accept 100,000 common shares (the “Securities”) in the capital of the Company at a deemed price of \$0.25 per share in settlement of a bona fide outstanding debt in the amount of \$25,000.00.
- 2. The Creditor acknowledges that the issuance of the Securities is pursuant to an exemption from the general prospectus requirement of Section 61 of the *Act*, which exemption is contained in Section 2.14 of the National Instrument 45-106.
- 3. The Creditor acknowledges that the Securities obtained hereunder shall be held by it subject to the trading restrictions, if any, under the *Act*, or the Rules or Regulations thereto and the policies of any applicable stock exchange or quotation and trade reporting system. The Creditor further acknowledges that it is the Creditor’s obligation to ensure that the Creditor complies with the foregoing trading restrictions, if any, including the filing of any required notice or report of sale, at the time the Creditor wishes to trade any of the shares acquired hereunder and that it is not the obligation of the Company or its solicitors to keep the Creditor informed in this regard.

4. The Creditor specifically acknowledges that, unless otherwise exempted from the prospectus requirements of the *Act*, any further trade in the Securities is deemed a distribution requiring the filing of a prospectus, unless:
 - (a) The Company is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;
 - (b) The selling security holder, or the lender, pledgee, mortgagee or other encumbrancer if the distribution is for the purpose of liquidating a debt, has held the securities for at least four months;
 - (c) No unusual effort is made to prepare the market or to create a demand for the security that is the subject of the trade;
 - (d) No extraordinary commission or consideration is paid to a person or company in respect of the trade; and
 - (e) The Creditor has no reasonable grounds to believe that the Company is in default of securities legislation.

 5. All notices hereunder will be in writing and will be deemed to have been duly given when personally delivered or, if mailed, seven days after having been mailed to the address of the party first set out above or at such other address as given in writing by the party.

 6. The Creditor agrees to execute and deliver, at the request of the Company, any undertaking required by any applicable stock exchange or quotation and trade reporting system, or the British Columbia Securities Commission in order to obtain approval to the issuance of shares.

 7. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of British Columbia. The parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

 8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

 9. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified, nor may any provisions hereof be waived, except in writing, duly executed by each party potentially adversely affected by any modification, and by each party waiving any rights hereunder.

 10. The Creditor consents to the disclosure of the following information in a Form 9 Notice of Proposed Issuance of Securities that may be filed by the Company with the Canadian Securities Exchange (“CSE”):
 - the full name and address of the Creditor;
 - the number and type of securities purchased;
 - the purchase price per security (in Canadian \$);
 - the relationship to the Company (if the Creditor is a related person); and
 - details of the indebtedness of the Company to the Creditor.The Creditor acknowledges that a CSE Form 9 is a public disclosure document.

 11. The Creditor acknowledges that:
 - (a) the Company will deliver to the British Columbia Securities Commission the following information pertaining to the Creditor:
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- (i) the full name, residential address, contact person (if a corporate Creditor) and telephone number of the Creditor,
 - (ii) the number and type of securities purchased,
 - (iii) the total purchase price (in Canadian \$),
 - (iv) the exemption relied on, and
 - (v) the date of distribution;
- (b) this information is being collected by the British Columbia Securities Commission under the authority granted to it in securities legislation,
- (c) this information is being collected for the purposes of the administration and enforcement of the securities legislation of British Columbia,
- (d) although this information will not be placed on the public file of the British Columbia Securities Commission, freedom of information legislation may require the British Columbia Securities Commission to make this information available if requested; and
- (e) for questions about the collection and use of the information by the British Columbia Securities Commission, the contact information of the British Columbia Securities Commission is as follows:

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2

Telephone: (604) 899-6500
Toll free across Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

The Creditor authorizes the indirect collection and use of the information by the British Columbia Securities Commission.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement effective as of the day and year first set forth above.

Company:
UPCO INTERNATIONAL INC.

“Jag Sandhu”

Authorized Signatory

CREDITOR:
Galavant Holdings Inc.

“Brian Tang”

Authorized Signatory

SHARES FOR DEBT AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into and made effective this 21st day of February, 2018

BETWEEN:

UPCO INTERNATIONAL INC., of 200 – 17618 – 58 Avenue, Surrey, BC V3S 1L3

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

GENESIS LAW CORPORATION, of Suite 704 – 595 Howe Street, Vancouver, BC V6C 2T5

(hereinafter referred to as the "Creditor")

OF THE SECOND PART.

WHEREAS:

- A. the Company is a reporting issuer under the *Securities Act* of British Columbia (the “*Act*”);
- B. the Creditor is a creditor of the Company having rendered services to the Company for which it has not been paid; and
- C. the Creditor and the Company mutually wish to settle \$5,000.00 owed by the Company to the Creditor via the issuance of 20,000 common shares in the capital of the Company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

- 1. The Creditor agrees to accept 20,000 common shares (the “Securities”) in the capital of the Company at a deemed price of \$0.25 per share in settlement of a bona fide outstanding debt in the amount of \$5,000.00.
- 2. The Creditor acknowledges that the issuance of the Securities is pursuant to an exemption from the general prospectus requirement of Section 61 of the *Act*, which exemption is contained in Section 2.14 of the National Instrument 45-106.
- 3. The Creditor acknowledges that the Securities obtained hereunder shall be held by it subject to the trading restrictions, if any, under the *Act*, or the Rules or Regulations thereto and the policies of any applicable stock exchange or quotation and trade reporting system. The Creditor further acknowledges that it is the Creditor’s obligation to ensure that the Creditor complies with the foregoing trading restrictions, if any, including the filing of any required notice or report of sale, at the time the Creditor wishes to trade any of the shares acquired hereunder and that it is not the obligation of the Company or its solicitors to keep the Creditor informed in this regard.

4. The Creditor specifically acknowledges that, unless otherwise exempted from the prospectus requirements of the *Act*, any further trade in the Securities is deemed a distribution requiring the filing of a prospectus, unless:
 - (a) The Company is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;
 - (b) The selling security holder, or the lender, pledgee, mortgagee or other encumbrancer if the distribution is for the purpose of liquidating a debt, has held the securities for at least four months;
 - (c) No unusual effort is made to prepare the market or to create a demand for the security that is the subject of the trade;
 - (d) No extraordinary commission or consideration is paid to a person or company in respect of the trade; and
 - (e) The Creditor has no reasonable grounds to believe that the Company is in default of securities legislation.
 5. All notices hereunder will be in writing and will be deemed to have been duly given when personally delivered or, if mailed, seven days after having been mailed to the address of the party first set out above or at such other address as given in writing by the party.
 6. The Creditor agrees to execute and deliver, at the request of the Company, any undertaking required by any applicable stock exchange or quotation and trade reporting system, or the British Columbia Securities Commission in order to obtain approval to the issuance of shares.
 7. The Company acknowledges that the Company has been advised to seek independent legal advice with respect to this Agreement. The Company acknowledges that (a) the Creditor is providing legal services to the Company; (b) neither Raynard von Hahn nor Genesis Law Corporation are representing the Company with respect to the settlement of debt through the issuance of shares to the Creditor; (c) the Company is not relying on the advice of either Raynard von Hahn or Genesis Law Corporation with respect to the settlement of debt through the issuance of shares to the Creditor, and (d) the Company has been advised to receive independent legal advice with respect to (i) the settlement of debt through the issuance of shares to the Creditor and (ii) the terms and conditions of this Agreement.
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8. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of British Columbia. The parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
 9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
 10. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified, nor may any provisions hereof be waived, except in writing, duly executed by each party potentially adversely affected by any modification, and by each party waiving any rights hereunder.
 11. The Creditor consents to the disclosure of the following information in a Form 9 Notice of Proposed Issuance of Securities that may be filed by the Company with the Canadian Securities Exchange (“CSE”):
 - the full name and address of the Creditor;
 - the number and type of securities purchased;
-

- the purchase price per security (in Canadian \$);
- the relationship to the Company (if the Creditor is a related person); and
- details of the indebtedness of the Company to the Creditor.

The Creditor acknowledges that a CSE Form 9 is a public disclosure document.

12. The Creditor acknowledges that:

(a) the Company will deliver to the British Columbia Securities Commission the following information pertaining to the Creditor:

- (i) the full name, residential address, contact person (if a corporate Creditor) and telephone number of the Creditor,
- (ii) the number and type of securities purchased,
- (iii) the total purchase price (in Canadian \$),
- (iv) the exemption relied on, and
- (v) the date of distribution;

(b) this information is being collected by the British Columbia Securities Commission under the authority granted to it in securities legislation,

(c) this information is being collected for the purposes of the administration and enforcement of the securities legislation of British Columbia,

(d) although this information will not be placed on the public file of the British Columbia Securities Commission, freedom of information legislation may require the British Columbia Securities Commission to make this information available if requested; and

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13. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement effective as of the day and year first set forth above.

Company:
UPCO INTERNATIONAL INC.
"Jag Sandhu"
Authorized Signatory

CREDITOR:
GENESIS LAW CORPORATION
"Raynard Von Hahn"
Authorized Signatory
