

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: **Future Farm Technologies Inc.** (the "Issuer").

Trading Symbol: **FFT**

Date: **March 15, 2019**

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: **150,413,868**

Date of News Release Announcing Private Placement: **March 15, 2019**

Closing Market Price on Day Preceding the Issuance of the News Release: **\$0.22**

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) |
|---|---|-------------------------------------|----------------------------------|----------------------|---|-----------------|---------------------------------------|
| YA II PN, LTD. Ugland House, Grand Cayman KY1 1101 | \$696,197 USD Secured Convertible Note | N/A | \$0.16 | N/A | 5,152,164 common shares (currently restricted) and Warrant Certificates to purchase 21,200,000 common shares. | March 15, 2019 | Arm's length |
| YA II PN, LTD. Ugland House, Grand Cayman KY1 1101 | \$500,000 USD Secured Convertible Note | N/A | \$0.16 | N/A | See above | March 15, 2019 | Arm's length |

(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.

(2) Indicate if Related Person.

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: **\$1,196,197 USD raised, net amount = \$465,000**
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. **Amount raised includes \$696,197 USD to refinance remaining principal and accrued interest on convertible secured note sold to the same purchaser on November 9, 2018, plus \$500,000 USD in new cash investment, of which \$35,000 will be paid in fees, with net cash proceeds of \$465,000 to be used for working capital and investment into development of various projects.**
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: **Not applicable.**
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. **Not applicable.**
5. Description of securities to be issued:
The Issuer entered into two Secured Convertible Debentures, one (Debenture No. 7) in the amount of \$696,197 USD which refinances a portion of the principal and accrued interest on convertible secured note sold to the same purchaser on November 9, 2018, and another (Debenture No. 8) in the Principal Amount of \$500,000 USD, both debentures bearing annual interest at 8% and repayable within 12-months, or convertible into Common Shares of the Company at a price of C\$0.16 per share.
 - (a) Class
 - (b) Number
 - (c) Price per security
 - (d) Voting rights
6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:
 - (a) Number: **N/A**

- (b) Number of securities eligible to be purchased on exercise of Warrants (or options): N/A
 - (c) Exercise price: N/A
 - (d) Expiry date: N/A
7. Provide the following information if debt securities are to be issued:
- (a) Aggregate principal amount: USD\$1,196,197.
 - (b) Maturity date: March 15, 2020.
 - (c) Interest rate: 8%.
 - (d) Conversion terms: Convertible into common shares at C\$0.16 per common share.
 - (e) Default provisions:
- 1.1 **Each of the following events is an Event of Default:**
- 1.1.1 **the Company fails to repay the then outstanding principal amount and/or the interest thereon on the Maturity Date;**
 - 1.1.2 **the Company fails to duly perform or comply with its obligations under Clause 6.2 of the Secured Convertible Debenture Agreement (the “Agreement”);**
 - 1.1.3 **the Company fails duly to perform or comply in any material respect with any material covenant contained in the Agreement (which, if capable of remedy, has not been remedied within five (5) Trading Days of notice of such failure by the Investor to the Company);**
 - 1.1.4 **the Common Shares are delisted from or cease to trade on the CSE (excluding temporary halts);**
 - 1.1.5 **the Company is in breach of any of the representations or warranties set out in the Agreement and, where such breach is capable of remedy, such breach has not been remedied within five (5) Trading Days of the earlier of the notice of that breach by the Investor to the Company and the date on which the Company becomes aware of such breach;**
 - 1.1.6 **the occurrence of an Insolvency Event in respect of any member of the Company’s Group;**

- 1.1.7 the Company repudiates the Agreement or makes any public statement evidencing an intention to repudiate the Agreement;
- 1.1.8 at any time it is or becomes unlawful for the Company to perform or comply with any or all of its material obligations under the Agreement or any of the material obligations of the Company under the Agreement are not, or cease to be, legal, valid and binding; or
- 1.1.9 any materially adverse action, arbitration or administrative proceeding of or before any court, tribunal or agency commences in relation to any member of the Company's Group in respect of which action, arbitration or administrative proceeding the Company has been advised by counsel it has no reasonable prospect of success and which would result in a Material Adverse Change.
- 1.2 On and at any time after the occurrence of an Event of Default under Clause 1.1.1 (a "Repayment Default") which is continuing,
- 1.2.1 default interest shall accrue on the unpaid amount at the Default Interest Rate from the due date of the relevant amount until such time as the amount (together with applicable accrued default interest) has been paid to the Investor;
- 1.2.2 the Investor in its absolute discretion may (without prejudice to any other right which the Investor may have) by one or more Conversion Notices to the Company elect to Convert the unpaid amount and applicable accrued Default Interest and Clause 6 of the Agreement shall apply *mutatis mutandis*;
- 1.3 On and at any time after the occurrence of an Event of Default, other than a Repayment Default, which is continuing (and irrespective of whether a Repayment Default has occurred and is continuing at the time that such Event of Default occurs) the Investor, in its absolute discretion, may by written notice to the Company declare the Principal Amount and any interest thereon to be immediately due and payable, together with any other sums then owed by the Company to the Investor and, upon that declaration, such sums shall become immediately due and payable without further demand or notice of any kind, all of which are hereby expressly waived by the Company, and Clause 1.4 shall apply.
- 1.4 If the Investor declares all outstanding amounts under the Loan and any interest thereon to be immediately due and payable pursuant to this Clause, the Investor may (without prejudice to any other right which the Investor may have) by one or more Conversion Notices to the Company elect to Convert such amount of the remaining principal and interest as is

specified in each such Conversion Notice, and Clause 6 of the Agreement shall apply *mutatis mutandis*.

- 1.5 **Upon the occurrence of an Event of Default, the Investor shall use reasonable efforts to consult with the Company with regard to the appropriate method of repayment of the outstanding principal amount and interest thereon, but the Investor's decision and actions in respect of such Event of Default, the action that it wishes to take in respect of the repayment of the outstanding amount and interest thereon and the timing of such decisions and actions shall be at the Investor's sole discretion.**
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.):
- (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): **N/A**
 - (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. **Not applicable.**
10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.). **Not applicable**
11. State whether the private placement will result in a change of control. **No**
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. **Not applicable**
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. **Confirmed.**

2. Acquisition

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: **Not Applicable**
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: **Not applicable.**
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: **Not applicable.**
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). **Not applicable.**
5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: **Not applicable.**
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:

| 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⁾ |
|--|--|-----------------------------------|----------------------------------|----------------------|---|--|
| N/A | | | | | | |

(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.): **Not applicable.**
 - (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. **N/A**

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. **Not applicable.**

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 **March 15, 2019**_____.

William Gildea

Name of Director or Senior
Officer

William Gildea

Signature

CEO and Director

Official Capacity