

FORM 9

NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES

(or securities convertible or exchangeable into listed securities¹)

Name of Listed Issuer:

Symbol(s):

Future Farm Technologies Inc. (the "Issuer").	FFT
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Date: **May 21, 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: **160,797,425.**

Pricing

Date of news release announcing proposed issuance: _____ or

Date of confidential request for price protection: **May 9, 2019**

Closing Market Price on Day Preceding the news release: _____ or

Day preceding request for price protection: **\$0.15**

Closing

Number of securities to be issued: **Up to 21,645,798**

Issued and outstanding securities following issuance: **Up to 182,443,223 upon conversion.**

Instructions:

1. For private placements (including debt settlement), complete tables 1A and 1B in Part 1 of this form.
2. Complete Table 1A – Summary for all purchasers, excluding those identified in Item 8.
3. Complete Table 1B – Related Persons only for Related Persons
4. If shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition) please proceed to Part 2 of this form.
5. An 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 – Notice of Proposed Transaction
6. Post the completed Form 9 to the CSE website in accordance with *Policy 6 – Distributions*. In addition, the completed form must be delivered to listings@thecse.com with an appendix that includes the information in Table 1B for ALL places.

Part 1. Private Placement

Table 1A – Summary

Each jurisdiction in which purchasers reside	Number of Purchasers	Price per Security	Total dollar value (CDN\$) raised in the jurisdiction
YA II PN, LTD. Ugland House Grand Cayman KY1 1101	1	CDN\$0.14	\$2,251,163 USD (or CDN\$3,013,992) raised
Total number of purchasers:	1		
Total dollar value of distribution in all jurisdictions:			

Table 1B – Related Persons

Full Name & Municipality of Residence of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable) (CDN\$)	Prospectus Exemption	Total Securities Previously Owned, Controlled or Directed	Payment Date(1)	Describe relationship to Issuer (2)

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: _____ .

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 \$1,851,163 USD to refinance remaining principal and accrued interest on convertible secured note sold to the same purchaser on November 9, 2018 (Debenture No. 5), plus \$400,000 USD in new cash investment, of which \$32,000 will be paid in fees and \$18,981 will be paid to Investor for past amounts due, with net cash proceeds of \$349,019 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 of the debt agreement(s) or and the agreement to exchange the debt for securities.

Description of securities to be issued: **The Issuer entered into two Secured Convertible Debentures, one (Debenture No. 9) in the amount of \$1,851,163 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. 10) in the Principal Amount of \$400,000 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\$0.14 per share.**

- (a) Class **Common Shares**.
- (b) Number **Up to 21,645,798** .
- (c) Price per security **CDN\$0.14** .
- (d) Voting rights _____

5. Provide the following information if warrants, (options) or other convertible securities are to be issued: **Not applicable.**

- (a) Number _____ .
- (b) Number of securities eligible to be purchased on exercise of warrants (or options) _____
_____ .
- (c) Exercise price _____ .
- (d) Expiry date _____ .

6. Provide the following information if debt securities are to be issued:
- (a) Aggregate principal amount **CDN\$3,013,992**.
 - (b) Maturity date **May 16, 2020** .
 - (c) Interest rate **8%** .
 - (d) Conversion terms **Convertible into common shares at C\$0.14 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.

7. 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.): **Not applicable.**
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, and 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. _____ .
8. 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.**
9. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.). **Not applicable.**
10. State whether the private placement will result in a change of control. **No.**
11. 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.**
12. 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 Resale of Securities. **Confirmed.**

Part 2. Acquisition – Not applicable

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:

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	Total Securities, Previously 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, and 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. _____

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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 Issuer has obtained the express written consent of each applicable individual to:
 - (a) the disclosure of their information to the Exchange pursuant to this Form or otherwise pursuant to this filing; and
 - (b) the collection, use and disclosure of their information by the Exchange in the manner and for the purposes described in Appendix A or as otherwise identified by the Exchange, from time to time
4. 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).
5. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated May 21, 2019.

William A. Gildea

Name of Director or Senior
Officer

William Gildea

Signature

CEO and Director
Official Capacity

Appendix A

PERSONAL INFORMATION COLLECTION POLICY REGARDING FORM 9

The Canadian Securities Exchange and its subsidiaries, affiliates, regulators and agents (collectively, “CSE or the “Exchange”) collect and use the information (which may include personal or other information) which has been provided in Form 9 for the following purposes:

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- To determine whether an individual is suitable to be associated with a Listed Issuer;
- To determine whether an issuer is suitable for listing;
- To determine whether allowing an issuer to be listed or allowing an individual to be associated with a Listed Issuer could give rise to investor protection concerns or could bring the Exchange into disrepute;
- To conduct enforcement proceedings;
- To ensure compliance with Exchange Requirements and applicable securities legislation; and
- To fulfil the Exchange’s obligation to regulate its marketplace.

The CSE also collects information, including personal information, from other sources, including but not limited to securities regulatory authorities, law enforcement and self-regulatory authorities, regulation service providers and their subsidiaries, affiliates, regulators and agents. The Exchange may disclose personal information to these entities or otherwise as provided by law and they may use it for their own investigations.

The Exchange may use third parties to process information or provide other administrative services. Any third party will be obliged to adhere to the security and confidentiality provisions set out in this policy.

All personal information provided to or collected by or on behalf of The Exchange and that is retained by The Exchange is kept in a secure environment. Only those employees who need to know the information for the purposes listed above are permitted access to the information or any summary thereof. Employees are instructed to keep the information confidential at all times.

Information about you that is retained by the Exchange and that you have identified as inaccurate or obsolete will be corrected or removed.

If you wish to consult your file or have any questions about this policy or our practices, please write the Chief Privacy Officer, Canadian Securities Exchange, 220 Bay Street – 9th Floor, Toronto, ON, M5J 2W4.