

April 27, 2023

Farm Flight, Inc.
5965 E. San Marino
Tucson, AZ 85715
United States

Attention: Sam Baker

Dear Sir:

LOAN AGREEMENT

This is to confirm that, subject to your acceptance of and agreement to this letter agreement (“**Agreement**”), the undersigned will make a loan (the “**Loan**”) to you on the terms set out below:

- 1. Borrower:** Farm Flight Inc., a company validly existing and duly incorporated under the laws of Wyoming (the “**Borrower**”).
- 2. Lender:** Scope Carbon Corp., a company validly existing and duly incorporated under the laws of British Columbia (the “**Lender**”).
- 3. Principal Amount:** USD \$70,000 (the “**Principal Amount**”).
- 4. Note:** The Loan will be evidenced by an unsecured promissory note in the form attached hereto as Schedule A (the “**Promissory Note**”).
- 5. Term:** Subject to the terms and conditions hereof, the term of the Loan (the “**Term**”) will mature on the date that is one (1) year following the date the advance of the Loan (the “**Advance**”).
- 6. Interest:** The Lender and the Borrower agree that the Loan will not bear interest.
- 7. Legal Fees and Expenses:** The Borrower will pay all reasonable fees, expenses and disbursements incurred by the Lender in connection with the preparation, negotiation and enforcement of this Agreement.
- 8. Repayment of Principal:** The Loan will be payable by the Borrower to the Lender on the last day of the Term.

- 9. Loan Advance:** The Loan will be advanced immediately as of the date of this Agreement.
- 10. Transfer:** This Agreement and the Loan, and terms defined herein, shall be freely transferrable by the Borrower and the Lender.
- 11. Prepayment:** The Borrower shall have the right at any time to repay all or any part of the monies outstanding, without notice, bonus or penalty or in securities in a form to the mutual agreement of the Lender.
- 12. Affirmative Covenants:** The Borrower covenants and agrees that, so long as this Agreement is in force, the Borrower will:
- (a) pay all sums when due as required by this Agreement;
 - (b) do or will cause to be done all things necessary to preserve and keep in full force and effect (i) its corporate existence in good standing as a corporation under the laws of its jurisdiction of incorporation, and (ii) all material agreements, rights, franchises, licences, operations and other arrangements entered into by it; and
 - (c) inform the Lender of any actual or probable material litigation against it and shall provide to the Lender, at the request of the Lender acting reasonably, with such other documentation and information concerning the Borrower and its business as the Lender may require.
- 13. Remedies:** Upon the occurrence of any event of default, the Lender, in his sole discretion, may take any or all of the following actions, with or without notice to you:
- (a) declare the principal amount of the Loan, any accrued interest owing in respect of the Loan and any other amounts owing under this Agreement, contingent or otherwise, to be immediately due and payable without presentment, demand or other notice of any kind, all of which are hereby expressly waived to the extent permitted by law; and
 - (b) proceed by any other action, suit, remedy or proceeding authorized or permitted by this

Agreement, or by law or by equity.

14. Governing Law:

This Agreement and all documents delivered pursuant thereto shall be governed by and construed in accordance with the laws of British Columbia. The parties hereto agree that the Courts of British Columbia shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party hereto does hereby attorn to the jurisdiction of the Courts of British Columbia.

15. Time of the Essence:

Time shall in all respect be of the essence of this Agreement, and no extension or variation of this Agreement or of any obligation hereunder shall operate as a waiver of this provision.

16. Notices:

Any notice or communication to be given hereunder or under the Promissory Note may be effectively given by delivering the same at the addresses hereinafter set forth or by facsimile or by sending the same by prepaid registered mail to the parties at such addresses. Any notice will be deemed to have been given upon actual delivery, transmittal by facsimile and in the case of prepaid registered mail on the third business day following mailing. The mailing address of the parties are:

To the Borrower:

Farm Flight, Inc.
5965 E. San Marino
Tucson, AZ 85715
United States

Attention: Sam Baker

E-mail: sam.baker@farmflight.us

To the Lender:

Scope Carbon Corp.
200 – 550 Denman Street,
Vancouver, British Columbia V6G 3H1

Attention: Alan Tam

E-mail: alantamca@gmail.com


- 17. Severability:** Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 18. Successors and Assigns:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 19. Amendment:** This Agreement may only be amended by an instrument in writing signed by the parties.
- 20. No Waiver:** The failure of a party to take any steps in exercising any right in respect of the breach or nonfulfillment of any provision of this Agreement shall not operate as a waiver of that right, breach or provision, nor shall any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law or otherwise.
- 21. Further Assurances:** The Borrower shall, from time to time forthwith at the Lender's request and at the Borrower's own cost and expense do, make, execute and deliver or cause to be done, made, executed and delivered, all such further documents, acts, matters and things which may be reasonably required by the Lender with respect to this Agreement or any part thereof and to give effect to any provision thereof.
- 22. Entire Agreement** This Agreement and the Promissory Note represent the entire agreement between the parties hereto with respect to the subject matter hereof.
- 23. Counterparts:** This Agreement may be executed in counterparts and by facsimile, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument.

[execution pages follows]

Please indicate your acceptance by returning a signed copy of this Agreement.

Yours very truly,

SCOPE CARBON CORP.


DocuSigned by:
Per: 
FC450A0C80E5498
Name: Alan Tam

Title: Chief Financial Officer

ACKNOWLEDGEMENT

The undersigned acknowledges that it has received a copy of this Agreement and accepts the terms and conditions thereof this 27th day of April, 2023.

FARM FLIGHT, INC.

Per: 
Name: Sam Baker

Title: Chief Executive Officer

SCHEDULE "A"

LINE OF CREDIT UNSECURED PROMISSORY NOTE
(the "Note")

USD \$70,000

April 27, 2023

FOR VALUE RECEIVED, the undersigned, Farm Flight Inc., a Wyoming corporation (the "**Borrower**"), promises to pay to the order of Scope Carbon Corp., company incorporated under the laws of British Columbia (the "**Lender**"), the sum of up to USD \$70,000 dollars (the "**Principal**").

Principal due on this Note shall be payable one (1) year from the date first stated above.

This Note may be prepaid at any time, in whole or in part, without premium or penalty. Both principal due on this Note are payable at par in lawful United States currency at such place as Lender may designate in writing from time to time.

For certainty, this Note is and the Principal sum herein shall not accrue interest.

All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives and assigns, waive demand, presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection and all other notices or demands whatsoever with respect to this Note or the enforcement hereof, and consent that the time of said payments or any part thereof may be extended by the holder hereof and assent to any substitution, exchange, or release of collateral permitted by the holder hereof, all without in any wise modifying, altering, releasing, affecting or limiting their respective liability. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

The term obligor, as used in this Note, shall mean all parties, and each of them, directly or indirectly obligated for the indebtedness that this Note evidences, whether as principal, maker, endorser, surety, guarantor or otherwise.

It is expressly understood and agreed by all parties hereto, including obligors, that if it is necessary to enforce payment of this Note through an attorney or by suit, undersigned or any obligors shall pay reasonable attorney's fees, court costs and all costs of collection.

This obligation shall be governed by the laws of British Columbia.

The Lender and the Borrower agree that this Note is freely transferrable with notice to the other party.

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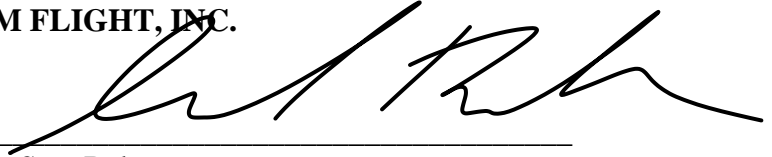
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned the day and year first above written.

FARM FLIGHT, INC.

By: _____

Name: Sam Baker

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'S. Baker', is written over a horizontal line. The signature is fluid and cursive.