



**FARMFLIGHT INC.
8% UNSECURED CONVERTIBLE NOTE SUBSCRIPTION AGREEMENT**

THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, IN COMPLIANCE WITH REGULATION S AND/OR OTHER APPLICABLE EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) OUTSIDE THE UNITED STATES EXCEPT IN ACCORDANCE WITH THE RULES OF REGULATION S AS PROMULGATED UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, IN EACH CASE AS EVIDENCED BY AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY.

This Subscription Agreement (this “Agreement”) is entered into as of the date set forth on the signature page hereof by and between FARMFLIGHT INC., a Wyoming corporation (the “**Company**”), and the undersigned subscriber (the “**Subscriber**”).

RECITALS

WHEREAS, the Company is offering 8% Unsecured Convertible Notes (the “**Notes**”) in the aggregate principal amount of up to \$2,500,000. The Notes are also coupled with a warrant to purchase shares of the Company’s common stock at a price of \$1.07/share up to an amount equal to 10% of the amount invested as set forth by that certain Warrant to Purchase Common Stock (“**Warrant**”) attached hereto as **Exhibit G**. Together, the Notes and the Warrant are referred to herein as the “**Securities**,” and the offering thereof is referred to as the “**Offering**.” Proceeds of the Offering will be used to pay operating expenses and to provide working capital. The principal amount of the Notes will earn simple interest at 8% per annum, payable three (3) years from the date of issuance, unless sooner prepaid or converted. The outstanding principal and accrued interest on the Notes will be automatically converted in an offering of a new class or series of the Company’s Preferred Stock having proceeds to the Company of at least \$4,000,000, including conversion of the Notes and other indebtedness, at a conversion price equal to 80% of the purchase price of the securities sold in such offering.

WHEREAS, the Company will offer and sell the Securities only to investors who are either: (1) residents of the United States and who are “**accredited investors**” as defined in Regulation D as promulgated under the Act and as more fully set forth herein; or (ii) offshore investors who are not “**U.S. Persons**” as that term is defined in Regulation S as promulgated under the U.S.; and who otherwise satisfy any applicable criteria established by the laws of the jurisdiction in which they reside as more fully set forth in Section 1.4 hereof.

WHEREAS, subject to the terms and conditions set forth herein, the Company desires to issue and sell to the Subscriber and the Subscriber desires to subscribe for Securities in the amount set forth on the signature page hereto.

NOW THEREFORE, in consideration of the recitals and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS

1. Subscription and Purchase of Securities; Closing.

1.1 Subscription and Purchase of Securities. Subject to the terms and conditions herein set forth, the Subscriber hereby subscribes for and agrees to purchase from the Company a Note, substantially in the form attached hereto as **Exhibit A**, in the principal amount set forth on the signature page hereto, (the “**Subscribed for Securities**”), for a total purchase price equal to the principal amount of the Note (the “**Purchase Price**”).

1.2 Issuance of Warrant. Subject to the terms and conditions herein set forth, the Subscriber will receive 10% warrant coverage to purchase shares of the Company’s common stock with a warrant exercise price of \$1.07/share. Warrant coverage is calculated by dividing 10% of the total amount invested by \$1.07, which equals the number of common stock shares you can buy under the terms of the Warrant attached hereto as **Exhibit G**. The warrant exercise period is three (3) years from the date of issuance.

1.3 Payment of Purchase Price. Simultaneously with the execution and delivery of this Agreement by the Subscriber, the Subscriber shall deliver the Purchase Price by check or wire transfer in accordance with the payment instructions attached hereto as **Exhibit E**, to be held in escrow until the next Closing (as defined below).

1.4 Closings. The closing of the purchase and sale of the Subscribed for Securities (the “**Closing**”) shall take place at the offices of the Company upon the Company’s receipt and acceptance of this Agreement and the Subscriber’s payment of the Purchase Price (such date, the “**Closing Date**”). Additional closings (each, a “**Closing**”) will be held upon the Company’s receipt and acceptance of additional subscriptions (each such date, a “**Closing Date**”). On the Subscriber’s Closing Date, the Purchase Price will be released to the Company. Promptly following the Subscriber’s Closing, the Company will deliver to the Subscriber a Note in the principal amount indicated on the signature page hereto.

1.5 Limitations of Offering.

(a) The Subscriber acknowledges that the Company is offering and selling the Securities only to investors (“**Qualified Investors**”) who are either: (i) residents of the United States who are “**accredited investors**” as defined in Regulation D as promulgated under the U.S. Securities Act (which definition is set forth on Exhibit 1.4(a)); or (ii) offshore investors who are not “**U.S. Persons**” as that term is defined in Regulation S as promulgated under the U.S. Securities Act (which definition is set forth on Exhibit 1.4(b)); and who otherwise satisfy any applicable criteria established by the laws of the jurisdiction in which they reside.

(b) If such non U.S. Persons are:

(i) residents of Mexico, they must be “**qualified investors,**” as defined in the Securities Market Law; or

(ii) residents of New Zealand, they must be “**eligible persons**,” as defined in the Securities Act 1978.

(c) If the Subscriber is a resident of the United States, the Subscriber must deliver at or prior to closing a duly executed Subscriber Questionnaire in the form attached as Exhibit 1.4(c).

(d) If the Subscriber is a resident of Mexico, the Subscriber must deliver at or prior to closing a duly executed Representation Letter in the form attached as Exhibit 1.4(d).

(e) If the Subscriber is a resident of New Zealand, the Subscriber must deliver at or prior to closing a duly executed Representation Letter in the form attached as Exhibit 1.4(e), together with a certification from an independent chartered accountant or independent financial service provider, as further provided herein.

2. Irrevocable Subscription. The Subscriber acknowledges and agrees that its subscription is irrevocable once delivered to the Company, and the Subscriber shall not be entitled to cancel, terminate or revoke this Agreement for any reason.

3. Company’s Conditions of Closing. The Company’s obligation to sell the Subscribed for Securities is subject its acceptance of this Agreement, in its sole discretion, and the Subscriber’s delivery of the Purchase Price and an executed Intercreditor Agreement. The Closing of the offer and sale of the Subscribed for Securities under this Agreement shall not occur unless and until such offer and sale comply with all applicable requirements of the U.S. Securities Act, the Securities Market Law and/or the Securities Act 1978, as applicable. The Company reserves the right to reject this Agreement or to reduce the amount of the Subscribed for Securities for any reason or for no reason.

4. Representations and Warranties of the Company. The Company represents, warrants and covenants to the Subscriber that:

4.1 Corporate Existence. The Company is a corporation duly organized, legally existing, and in good standing under the laws of the State of Wyoming with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted.

4.2 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement, and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company. When executed and delivered in accordance with the terms hereof, this Agreement shall constitute the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors’ rights and remedies or by other equitable principles of general application. Anything herein to the contrary notwithstanding, this Agreement shall not become a binding obligation of the Company until it has been accepted by the Company as evidenced by its execution by a duly authorized officer.

4.3 No Conflicts. The execution, delivery and performance of this Agreement, the Notes and the Intercreditor Agreement (collectively, the “**Transaction Documents**”) by the Company and the consummation by the Company of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company’s Certificate of Incorporation, Bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination,

amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) assuming the accuracy of the representations and warranties of the Subscriber set forth in Section 5, result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject), or by which any property or asset of the Company is bound or affected. Assuming the accuracy of the representations made by the Subscriber in Section 5 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to Regulation D of the Securities Act, applicable state securities laws and applicable laws of those jurisdictions of off-shore investors who are Non-US Persons, which have been made or will be made in a timely manner.

4.4 Authorized and Outstanding Capital Stock. The Company is authorized to issue 10,000,000 shares of Common Stock with a par value \$.001 per share. As of the commencement of the Offering, there are shares of Common Stock outstanding. The Company's capitalization table is attached hereto as Exhibit B.

4.5 Stock Option Plan. The Company's Board of Directors and shareholders have adopted and approved the 2021 Equity Incentive Plan (the "**Plan**"), under which 1,000,000 shares of Common Stock are reserved for issuance to eligible recipients. As of the commencement of the Offering, a total of 484,000 shares of remain available for issuance under the Plan.

4.6 Issuance of the Common Shares. The Common Shares are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens and shall not be subject to preemptive rights or similar rights of shareholders except as provided in the Articles.

4.7 Financial Statements. The Company is a newly formed entity with a limited history of operations and, as such, has not yet prepared formal financial statements.

4.8 Compliance. The Company (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any contract, indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is not and has not been in violation of any order of any court, arbitrator or governmental body, and (iii) is not in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters.

4.9 Title to Assets. The Company has good and marketable title in all personal property owned by it, in each case free and clear of all liens other than those arising in the ordinary course of business and which do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company. Any real property and facilities held under lease by the Company are held by it under valid, subsisting and enforceable leases of which the Company is in material compliance.

4.10 Offering. Subject in part to the truth and accuracy of the Subscriber's representations set forth in Section 5 of this Agreement, the offer, sale and issuance of the Subscribed for Securities as

contemplated by this Agreement are exempt from the registration or qualification requirements of the Securities Act, and any applicable state securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption. The Company is not, and is not an affiliate of, an “investment company” within the meaning of the Investment Company Act of 1940, as amended. The Company is not a United States real property holding corporation within the meaning of the Foreign Investment in Real Property Tax Act of 1980.

4.11 Intellectual Property. The Company owns or possesses or can acquire on commercially reasonable terms sufficient legal rights to all of its intellectual property without any known conflict with, or infringement of, the rights of others. To the Company’s knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any third party.

4.12 Disclosure. Neither this Agreement (including all the exhibits hereto), the other Transaction Documents, nor any other statements or certificates made or delivered in connection herewith, when taken as a whole (collectively, the “**Company Information**”), contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances under which they were made. Any projections, estimates or budgets for future revenues, expenses or expenditures or future results of operations contained in the Company Information reflect the Company’s good faith belief with respect to such projections, estimates or budgets.

5. Representations, Warranties and Acknowledgements of the Subscriber. The Subscriber represents, warrants and covenants to the Company that:

5.1 Organization; Authority. The purchase by the Subscriber of the Subscribed for Securities has been duly authorized by all necessary action on the part of the Subscriber. This Agreement has been duly executed and delivered by the Subscriber and constitutes the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium and similar laws of general applications relating to or affecting the enforcement of rights of creditors, and except as enforceability of the obligations hereunder are subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law). If the Subscriber is an entity, the Subscriber is duly incorporated or organized, validly existing and in good standing under the laws of its state of incorporation or organization (as applicable), with the requisite power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder.

5.2 Purchase Entirely for Own Account. This Agreement is made by the Company in reliance upon the Subscriber’s representation to the Company, which by the Subscriber’s execution of this Agreement, the Subscriber hereby confirms, that the Subscribed for Securities to be acquired by the Subscriber will be acquired for investment for the Subscriber’s own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Subscriber further represents that the Subscriber does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect the Subscribed for Securities. If Subscriber is an entity, the Subscriber has not been formed for the specific purpose of acquiring the Subscribed for Securities.

5.3 Disclosure of Information. The Subscriber has had an opportunity to review and discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Securities with the Company's management.

5.4 Restricted Securities. The Subscriber understands that the Subscribed for Securities, and any shares of Common Stock issuable upon conversion thereof (collectively, "**Company Securities**") have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Subscriber's representations as expressed herein. The Subscriber understands that the Company Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Subscriber must hold the Company Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Subscriber acknowledges that the Company has no obligation to register or qualify the Company Securities for resale. The Subscriber further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Company Securities, and on requirements relating to the Company which are outside of the Subscriber's control, and which the Company is under no obligation and may not be able to satisfy.

5.5 No Public Market. The Subscriber understands that no public market now exists for the Company Securities.

5.6 Accredited Investor for U.S. Persons. The Subscriber is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Subscriber has completed and delivered to the Company a Subscriber Questionnaire, in the form attached hereto as **Exhibit F**.

5.7 Regulation S Representations, Acknowledgments and Warranties. If the Subscriber is not a U.S. Person:

(a) the Subscriber acknowledges that the Subscribed for Securities are being offered and sold in reliance on the exemptions from the registration requirements of the U.S. Securities Act provided by the provisions of Regulation S, as promulgated under the U.S. Securities Act, and that the Subscribed for Securities may not be resold in the United States or to a U.S. Person, as defined in Regulation S, except pursuant to an effective registration statement or an exemption from the registration provisions of the U.S. Securities Act as evidenced by an opinion of counsel acceptable to the Company, and that in the absence of an effective registration statement covering the Subscribed for Securities or an available exemption from registration under the U.S. Securities Act, the Subscribed for Securities must be held indefinitely. The Subscriber further acknowledges that this Agreement is not intended as a plan or scheme to evade the registration requirements of the U.S. Securities Act;

(b) the Subscriber is a resident of the country set forth on the signature page hereto and shall provide the Company a representation letter regarding their qualification investor status under applicable Canadian securities laws in the form attached hereto as **Exhibit F-1**;

(c) the Subscriber is not a "U.S. Person" as that term is defined in Rule 902 of Regulation S, as more fully set forth in Exhibit 1.4(b) hereto;

(d) the Subscriber is not, and on the Closing Date will not be, an affiliate of the Company;

(e) the Subscriber agrees that all offers and sales of the Subscribed for Securities shall be made in compliance with all applicable laws of any applicable jurisdiction and, particularly, in accordance with Rules 903 and 904, as applicable, of Regulation S or pursuant to registration of the Subscribed for Securities under the U.S. Securities Act or pursuant to an exemption from registration. In any case, none of the Subscribed for Securities have been and will be offered or sold by the Subscriber to, or for the account or benefit of a U.S. Person or within the United States until after the end of a one year period commencing on the date on which this Agreement is accepted by the Company (the “**Distribution Compliance Period**”), except pursuant to an effective registration statement as to the Subscribed for Securities or an applicable exemption from the registration requirements of the U.S. Securities Act.

(f) the Subscribed for Securities have not been offered to the Subscriber in the United States, and the individuals making the decision to purchase the Subscribed for Securities and executing and delivering this Agreement on behalf of the Subscriber were not in the United States when the decision was made and this Agreement was executed and delivered;

(g) the Subscriber will not engage in any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Subscribed for Securities;

(h) neither the Subscriber nor any of its affiliates will directly or indirectly maintain any short position, purchase or sell put or call options or otherwise engage in any hedging activities in any of the Subscribed for Securities or any other Subscribed for Securities of the Company until after the end of the Distribution Compliance Period, and acknowledges that such activities are prohibited by Regulation S.

5.8 Mexican Exemption Representations, Acknowledgments and Warranties. If the Subscriber is a resident of Mexico:

(a) The Subscriber understands that it is purchasing the Subscribed for Securities pursuant to exemptions from the registration and prospectus requirements of applicable securities legislation in Mexico (the “**Mexican Securities Laws**”) and, as a consequence, (i) certain rights, remedies and protections under securities legislation will not be available to the Subscriber in connection with the purchase of the Subscribed for Securities; (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under securities legislation; and (iii) the Company is relieved from certain obligations that would otherwise apply under securities legislation; and

(b) the Subscriber is purchasing the Subscribed for Securities as principal solely for its own benefit and not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the Subscribed for Securities and the Subscriber is a “qualified investor” as such term is defined in the Securities Market Law (which definition is reproduced in the Schedule to Exhibit 1.4(d) attached hereto) and has executed and delivered a duly completed Representation Letter in the form attached hereto as Exhibit 1.4(d) representing that the Subscriber fits within one of the categories of “qualified investor” set forth in such definition.

5.9 New Zealand Exemption Representations, Acknowledgments and Warranties. If the Subscriber is a resident of New Zealand:

(a) The Subscriber understands that it is purchasing the Subscribed for Securities pursuant to exemptions from the registration and prospectus requirements of applicable securities legislation in New Zealand (the “**New Zealand Securities Laws**”) and, as a consequence, (i) certain rights, remedies and protections under securities legislation will not be available to the Subscriber in connection with the purchase of the Subscribed for Securities; (ii) the Subscriber may not receive information that

would otherwise be required to be provided to it under securities legislation; and (iii) the Company is relieved from certain obligations that would otherwise apply under securities legislation;

(b) the Subscriber is purchasing the Subscribed for Securities as principal solely for its own benefit and not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the Subscribed for Securities and the Subscriber is an “eligible person” as such term is defined in the Securities Act 1978 (which definition is reproduced in the Schedule to Exhibit 1.4(e) attached hereto) and has executed and delivered a duly completed Representation Letter in the form attached hereto as Exhibit 1.4(e) representing that the Subscriber fits within one of the categories of “eligible person” set forth in such definition; and

(c) the Subscriber has delivered to the Company a certification from an independent chartered accountant or independent financial service provider as to the Subscriber’s status as an “eligible person” under the Securities Act 1978, as further set forth on Exhibit 1.4(e) hereto.

5.10 General Solicitation. The Subscriber is not purchasing the Subscribed for Securities as a result of any advertisement, article, notice or other communication regarding the Subscribed for Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

5.11 Experience of Subscriber. The Subscriber either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating and assessing the merits and risks of the prospective investment in the Subscribed for Securities, and has so evaluated the merits and risks of such investment and has determined that the Subscribed for Securities are suitable to investment for the Subscriber.

5.12 Ability of Subscriber to Bear Risk of Investment. The Subscriber acknowledges that the purchase of the Subscribed for Securities is a highly speculative investment involving a high degree of risk and the Subscriber is able to bear the economic risk of an investment in the Subscribed for Securities; and, at the present time, is able to afford a complete loss of such investment. Subscriber has such financial and business knowledge and experience that he, she or it is capable of evaluating the risks and merits of this investment, and the Subscriber has had an opportunity to ask any questions and obtain any additional information concerning the Company. The Subscriber also understands that no federal or state agency has either made any determination as to the fairness of the investment or has recommended it.

5.13 Information. The Subscriber has received a copy of the Company’s executive summary and the risk factors, which are attached hereto as Exhibits C and D, respectively, and incorporated herein by this reference (such documents, together with this Agreement, the “**Information**”). The Subscriber has reviewed the Information and is familiar with it and, in subscribing to purchase the Subscribed for Securities, is relying not on any advice from the Company or its management, but rather is relying solely upon the Information and on the advice of independent professionals and such other material concerning the Company as the Subscriber deems appropriate.

5.14 No Conflict or Violation. The execution, delivery, and performance of this Agreement by the Subscriber and the consummation by the Subscriber of the transaction contemplated hereby will not conflict with or result in a default under the terms of any material contract, agreement, obligation or commitment applicable to the Subscriber. The execution, delivery and performance by the Subscriber of this Agreement and the completion of the transaction contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber’s charter documents (if the Subscriber is not a natural person) or any agreement to which the Subscriber is a party or by which it is bound.

5.15 Transfer Restrictions.

(a) The Subscriber acknowledges that the Subscribed for Securities shall bear a legend substantially as follows:

THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, IN COMPLIANCE WITH REGULATION S AND/OR OTHER APPLICABLE EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) OUTSIDE THE UNITED STATES EXCEPT IN ACCORDANCE WITH THE RULES OF REGULATION S AS PROMULGATED UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, IN EACH CASE AS EVIDENCED BY AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY

(b) The Subscriber understands and acknowledges that the Company has the right not to record a purported transfer of the Subscribed for Securities, or any shares of common stock issued or issuable upon conversion or exercise thereof, without the Company being satisfied that such transfer is exempt from or not subject to registration under the Act and any applicable state securities laws, as well as the securities laws of the country in which the Subscriber resides.

(c) In addition to resale restrictions imposed under U.S. securities laws, there are additional restrictions on the Subscriber's ability to resell the Subscribed for Shares under applicable laws of the Subscriber's country of residence.

(d) The Subscriber understands and acknowledges that the Company is not obligated to file and has no present intention of filing with the Securities and Exchange Commission or with any state or foreign securities administrator any registration statement or prospectus in respect of re-sales of the Subscribed for Shares in the United States or elsewhere.

(e) The Subscriber confirms that it has been advised to consult his, her or its own legal and financial advisors with respect to the suitability of the Subscribed for Securities as an investment for the Subscriber and the resale restrictions (including "hold periods") to which the Subscribed for Securities will be subject under applicable securities legislation and confirms that no representation has been made to the Subscriber by or on behalf of the Company with respect thereto.

(f) The Subscriber will not resell any Subscribed for Securities except in accordance with the provisions of applicable securities legislation and stock exchange rules.

5.16 Conditional Sale. The Subscriber understands that the sale and delivery of the Subscribed for Securities is conditional upon such sale being exempt from the registration and prospectus requirements under applicable securities legislation or upon the issuance of such orders, consents or approvals as may be required to permit such sale and delivery without complying with such requirements. If required under applicable securities legislation or regulatory policy, or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Company in filing such reports, undertaking and other documents with respect to the issue of the Subscribed for Securities.

5.17 Tax Consequences. The investment in the Subscribed for Securities may have tax consequences under applicable taxation laws, that it is the sole responsibility of the Subscriber to determine and assess such tax consequences as may apply to the Subscriber's particular circumstances, and the Subscriber has not received and is not relying on the Company for any tax advice whatsoever.

5.18 Legal Advice. The Subscriber is responsible for obtaining such legal advice as the Subscriber considers appropriate in connection with the execution and delivery of this Agreement and the purchase of the Subscribed for Securities.

6. Reliance and Indemnification.

6.1 Reliance and Timeliness. The Subscriber understands and acknowledges that (i) the Securities are being offered and sold to the Subscriber without registration under the Act in a private placement that is exempt from the registration provisions of the Act and (ii) the availability of such exemption, depends in part on, and the Company will rely upon, the accuracy and truthfulness of, the foregoing representations and warranties and the Subscriber hereby consents to such reliance. The Subscriber agrees that the representations, warranties and covenants of the Subscriber contained herein shall be true and correct both as of the execution of this Agreement and as of the Closing Date, and shall survive the completion of the distribution of the Subscribed for Securities. The Subscriber hereby agrees to notify the Company immediately of any change in any representation, warranty, covenant or other information relating to the Subscriber contained in this Agreement which takes place prior to Closing.

6.2 Indemnification. The Subscriber agrees to indemnify the Company, and each of its officers, directors, employees, consultants and agents from and against all losses, claims, costs, expenses, damages or liabilities that any of them they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber acknowledges and agrees that the Company acts as trustee of the Subscriber's covenants hereunder for each of its officers, directors, employees, consultants and agents entitled to indemnity hereunder and shall be entitled to enforce such covenants on behalf of such persons.

7. Miscellaneous.

7.1 Amendment; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by both the Company and the Subscriber; or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

7.2 Survival of Representations and Warranties. All representations, warranties and agreements contained herein or made in writing by or on behalf of any party to this Agreement in connection herewith shall survive the execution and delivery of this Agreement.

7.3 Successors and Assigns; No Third Party. All covenants and agreements in this Agreement contained by or on behalf of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and, to the extent provided in this Agreement.

7.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 7 prior to 4:30 p.m., recipient's local time, on a business day, (ii) the

business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in the this Agreement later than 4:30 p.m., recipient's local time, on any date and earlier than 11:59 p.m., recipient's local time, on such date, (iii) the business day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company: Farm Flight, Inc.
 1808 E. Galveston
 Gilbert, AZ 85297
 Attention: Samuel Baker
 Phone Number: (520) 488-5807

If to the Subscriber: At the address set forth below the Subscriber's name on the signature page hereto; or such other address as may be designated in writing hereafter, in the same manner, by such party.

7.5 Headings. The headings herein are inserted for convenience only and do not constitute a part of this Agreement. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural. Unless the context otherwise requires, all references to articles and sections refer to articles and sections of this Agreement, and all references to schedules are to schedules attached hereto, each of which is made a part hereof for all purposes. The descriptive headings of the articles and sections of this Agreement are inserted for purposes of reference only and shall not affect the meaning or construction of any of the provisions hereof.

7.6 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts made and to be performed in the State of Wyoming. The Company and each Subscriber irrevocably consent to the jurisdiction of the United States federal courts and the state courts located in Pima County, Wyoming, in any suit or proceeding based on or arising under this Agreement and irrevocably agree that all claims in respect of such suit or proceeding may be determined in such courts. The Company irrevocably waives the defense of an inconvenient forum to the maintenance of such suit or proceeding in such forum. The Company further agrees that service of process upon the Company mailed by first class mail shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. Nothing herein shall affect the right of the Subscriber to serve process in any other manner permitted by law. The Company agrees that a final non-appealable judgment in any such suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on such judgment or in any other lawful manner.

7.7 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Subscriber will be entitled to specific performance of the obligations of the Company hereunder. The Company and the Subscriber agree that monetary damages would not be adequate compensation for any loss incurred by reason of any breach of its obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

7.8 Entire Agreement. This Agreement and the other writings referred to herein or delivered pursuant hereto contain the entire agreement among the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or understandings with respect thereto.

7.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement. In the event any signature is delivered by facsimile transmission, the party using such means of delivery shall cause the manually executed execution page(s) hereof to be physically delivered to the other party within five (5) days of the execution hereof, provided that the failure to so deliver any manually executed execution page shall not affect the validity or enforceability of this Agreement.

7.11 Fees and Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own fees and expenses, including attorney fees, in connection with the transactions contemplated by this Agreement.

7.12 Effective Date. The date of acceptance of this Agreement by the Company, as set forth on the signature page, shall be the “**effective date**” hereof.

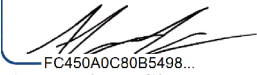
[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
8% UNSECURED CONVERTIBLE NOTE
SUBSCRIPTION AGREEMENT**

INVESTOR: SCOPE CARBON CORP.

Principal Amount of Note: \$100,000

DocuSigned by:



FC450A0C80B5498...

Date of Subscription: 28-Feb-23 | 10:07:49 AM PST

Authorized Signatory of Subscriber – Alan Tam
Title: Chief Financial Officer

(Email): alantamca@gmail.com

ACCEPTANCE:

The Company hereby accepts the above subscription for a Note effective as of the 28 day of Feb 2023.

By: 

Samuel Baker

Its: Chief Executive Officer

(Offshore Subscribers)

Regulation S – Definition of U.S. Person

Rule 902(k) of Regulation S states:

- (1) “U.S. Person” means:
 - (i) Any natural person resident in the United States*.
 - (ii) Any partnership or Company organized or incorporated under the laws of the United States;
 - (iii) Any estate of which any executor or administrator is a U.S. Person;
 - (iv) Any trust of which any trustee is a U.S. Person;
 - (v) Any agency or branch of a foreign entity located in the United States;
 - (vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
 - (vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
 - (viii) Any partnership or Company if:
 - (A) Organized or incorporated under the laws of any foreign jurisdiction; and
 - (B) Formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.
- (2) The following are not “U.S. Persons”:
 - (i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
 - (ii) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if:
 - (A) An executor or administrator of the estate who is not a U.S. Person has sold or Subscribed for Series D Shares investment discretion with respect to the assets of the estate; and
 - (B) The estate is governed by foreign law;
 - (iii) Any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. Person;
 - (iv) An employee benefit plan established and administrated in accordance with the law of a country other than the United States and customary practices and documentation of such country;
 - (v) Any agency or branch of a U.S. Person located outside the United States if:
 - (A) The agency or branch operates for valid business reasons; and
 - (B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
 - (vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

* *United States*. “United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

EXHIBIT A

[FORM OF NOTE]

8% UNSECURED CONVERTIBLE NOTE

THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATIONS) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, IN COMPLIANCE WITH REGULATIONS AND/OR OTHER APPLICABLE EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) OUTSIDE THE UNITED STATES EXCEPT IN ACCORDANCE WITH THE RULES OF REGULATIONS AS PROMULGATED UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, IN EACH CASE AS EVIDENCED BY AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY.

UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE.

NOTE AMOUNT: \$100,000.

MATURITY DATE: _____, 2026

FOR VALUE RECEIVED, the undersigned, FarmFlight Inc., a Wyoming corporation (the "Company"), hereby promises to pay to the order of SCOPE CARBON CORP., a company incorporated under the laws of British Columbia, Canada (the "Noteholder"), in lawful money of the United States of America, and in immediately payable funds, the principal sum of \$100,000. The principal hereof and any unpaid accrued interest thereon shall be due and payable on the date which is three (3) years from the date of this Note as indicated above (the "Maturity Date"). Payment of all amounts due hereunder shall be made at the address of the Noteholder provided for in the Subscription Agreement (as defined below). The Company further promises to pay interest at the rate of 8% simple interest per annum on the outstanding principal balance hereof, such interest to be payable upon the Maturity Date (prorated for any partial period).

This Note is part of an offering (the "Offering") of up to \$2,500,000 in aggregate principal amount of convertible notes (each, a "Note" and, collectively, the "Notes"). The Offering is being made pursuant to an 8% Unsecured Convertible Notes Subscription Agreement between the Company and the investors in the Offering (the "Subscription Agreement"), which contains certain representations and warranties, risk factors, and additional covenants of the Company with respect to the Notes. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Subscription Agreement. THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

1. PREPAYMENT. This Note may be prepaid, in whole or in part, at any time without notice and without the prior written consent of the Noteholder.

2. CONVERSION AND ADJUSTMENT.

2.1 Automatic Conversion Upon Qualified Offering.

2.1.1 Upon the closing of an offering of shares of a new class or series of the Company's preferred stock ("Preferred Shares") having aggregate gross proceeds to the Company of at least \$4,000,000, including conversion of the Notes and any other indebtedness (a "Qualifying Offering"), then the principal amount of the Notes, and any accrued but unpaid interest thereon, will automatically convert into Preferred Shares at a conversion price equal to 80% of the per-share purchase price paid by the purchasers of such Preferred Shares in the Qualifying Offering. Such conversion will be effective upon the closing date of the Qualifying Offering.

2.1.2 The "**Conversion Price**" shall be the amount equal to (a) the lower of (i) the product obtained by multiplying 80% of the lowest per-share selling price at which shares of Conversion Stock are or have been issued in the Qualifying Offering as of the date of the conversion of this Note into such Conversion Stock, or (ii) the quotient obtained by dividing (A) \$7,500,000 (**the valuation cap**) by (B) the number of shares of Common Stock of Borrower outstanding immediately prior to the Qualifying Offering Closing (assuming conversion of all then outstanding securities convertible into Common Stock of Borrower and exercise of all then outstanding options and warrants to purchase securities of Borrower, but excluding the shares of Conversion Stock issuable upon conversion of the Notes).

2.2 Voluntary Conversion at the Maturity Date. If the Notes have not been previously converted pursuant to a Qualifying Offering then, at any time following the Maturity Date, the holders of greater than fifty percent (50%) of the aggregate principal amount of the Notes may elect to convert all of the Notes into the Company's common equity securities at the then fair market value thereof, as determined by the Company in good faith.

2.3 Reservation of Shares. The Company covenants that it will at all times from and after the date hereof reserve and keep available such number of its authorized shares of common stock and Preferred Stock of the Company, free from all preemptive or similar rights therein, as will be sufficient to permit the conversion of this Note in full. The Company further covenants that such shares as may be issued pursuant to such conversion will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from any liens with respect to the issuance thereof.

2.4 Adjustments.

2.4.1 Stock Splits and Dividends. If, after the date hereof, the Company shall subdivide its common stock, by stock split or otherwise, or combine its common stock, or issue additional shares of common stock in payment of a stock dividend on its common stock, the number of shares of common stock issuable on the conversion of this Note shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately

decreased in the case of a combination, and the conversion price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination.

2.4.2 Mergers and Reclassifications. If, after the date hereof, the Company shall enter into any Reorganization (as hereinafter defined), then, as a condition of such Reorganization, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Noteholder, so that the Noteholder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the conversion of this Note in full, the kind and amount of shares of stock and other securities and property receivable upon such Reorganization by a Noteholder of the number of shares of common stock which might have been purchased by the Noteholder immediately prior to such Reorganization, and in any such case appropriate provisions shall be made with respect to the rights and interest of the Noteholder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the conversion price and the number of shares issuable hereunder) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon conversion hereof. For the purposes of this Section, the term “Reorganization” shall include without limitation any reclassification, capital reorganization or change of the common stock (other than as a result of a subdivision, combination or stock dividend provided for in Section 2.4.1 hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a merger in which the Company is the surviving corporation and which does not result in any reclassification or change of the outstanding common stock), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company.

2.4.3 Certain Events. If there is any change in the outstanding common stock of the Company or any other event occurs as to which the provisions of Section 2.4.1 or 2.4.2 are not strictly applicable or if strictly applicable would not fairly protect the purchase rights of the Noteholder in accordance with such provisions, then the Board of Directors of the Company shall make an adjustment in the number and class of shares available under the Note, the conversion price or the application of such provisions, so as to protect such purchase rights as aforesaid. The adjustment shall be such as will give the Noteholder upon conversion for the same aggregate conversion price the total number, class and kind of shares as the Noteholder would have owned had the Note been converted prior to the event and had the Noteholder continued to hold such shares until after the event requiring adjustment.

2.4.4 Certificate of Adjustment. Whenever the conversion price is adjusted, as herein provided, the Company shall promptly deliver to the Noteholder a certificate of the Company’s chief financial officer setting forth the conversion price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

2.5 Fractional Shares or Warrants. No fractional shares shall be issued upon conversion of this Note or fractional warrants issued pursuant to this Subscription Agreement. The Company shall, in lieu of issuing any fractional share, pay the holder entitled to such fraction a sum in cash equal to such fraction multiplied by the then effective conversion price.

3. DEFAULT. The occurrence of any one of the following events shall constitute an event of default:

(a) The non-payment, when due at the Maturity Date, of any principal or interest pursuant to this Note;

(b) The material breach of any representation or warranty in this Note or in the Subscription Agreement. In the event the Noteholder becomes aware of a breach of this Section 3(b), the Noteholder shall notify the Company in writing of such breach and the Company shall have thirty (30) days to effect a cure of such breach;

(c) The material breach of any covenant or undertaking in this Note or in the Subscription Agreement, not otherwise provided for in this Section 3. In the event the Noteholder becomes aware of a breach of this Section 3(c), the Noteholder shall notify the Company in writing of such breach and the Company shall have thirty (30) days to effect a cure of such breach;

(d) The commencement by the Company of any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, receivership, dissolution, or liquidation law or statute or any jurisdiction, whether now or hereafter in effect; or the adjudication of the Company as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Company for, acquiescence in, or consent by the Company to, the appointment of any receiver or trustee for the Company or for all or a substantial part of the property of the Company; or the assignment by the Company for the benefit of creditors; or the written admission of the Company of its inability to pay its debts as they mature; or

(e) The commencement against the Company of any proceeding relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, receivership, dissolution or liquidation law or statute or any jurisdiction, whether now or hereafter in effect, provided, however, that the commencement of such a proceeding shall not constitute an event of default unless the Company consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for ninety (90) days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Company or for all or a substantial part of the property of the Company, which order, judgment or decree remains undismissed for ninety days; or a warrant of attachment, execution, or similar process shall be issued against any substantial part of the property of the Company.

Upon the occurrence of any event of default, the Noteholder may, by written notice to the Company, declare all or any portion of the unpaid principal amount due to the Noteholder, together with all accrued interest thereon, immediately due and payable.

4. INDEMNIFICATION.

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Noteholder, the partners, stockholders, officers and directors of each Noteholder, and each person, if any, who controls such Noteholder within the meaning of the Act or the Securities Exchange Act of 1934 (the "Exchange Act") against any losses, claims, damages, or liabilities to which they may become jointly or severally liable subject under the Act, the Exchange

Act or other federal or state securities law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a “Violation”):

(i) any untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; or

(ii) the omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading;

and the Company will reimburse each such Noteholder, partner, stockholder, officer or director, underwriter or controlling person for any legal or other expenses reasonably incurred by them, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section will not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent will not unreasonably be withheld, nor will the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Noteholder, partner, stockholder, officer, director, underwriter or controlling person of such Noteholder.

(b) To the extent permitted by law, each Noteholder will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the registration statement, each person, if any, who controls the Company within the meaning of the Act or the Exchange Act, any underwriter and any other Noteholder selling securities under such registration statement or any of such other Noteholder’s partners, directors or officers or stockholders or any person who controls such Noteholder within the meaning of the Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Noteholder, partner or director, officer, stockholder or controlling person of such other Noteholder may become subject under the Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation that arises as a result of written information furnished by such Noteholder expressly for use in connection with such registration; and each such Noteholder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Noteholder, partner, officer, director, stockholder or controlling person of such other Noteholder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section will not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Noteholder, which consent will not unreasonably be withheld; and provided further, that the total amounts payable in indemnity by a Noteholder under this Section in respect of any Violation will not exceed the gross proceeds received by such Noteholder upon the sale of any equity securities of the Company issued upon conversion of the Notes (the “Note Shares”).

(c) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party will have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party will have the right to retain its own counsel (limited to one such counsel for all indemnified parties), with the fees and expenses to be paid by the indemnifying party, if, in the written opinion of counsel to the indemnified party, representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, will relieve such indemnifying party of liability to the extent that such indemnifying party is materially prejudiced with respect to a specific claim.

(d) The foregoing indemnity agreement with respect to any prospectus shall not inure to the benefit of any Noteholder or underwriter, or any person controlling such Noteholder or underwriter, from whom the person asserting any losses, claims, damages or liabilities purchased Note Shares, if a copy of the prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto) provided by the Company was not sent or given by or on behalf of such Noteholder or underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the Note Shares to such person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

(e) If the indemnification provided for in this Section shall be unavailable to hold harmless an indemnified party in respect of any liability under the Act, then, and in each such case, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statement or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable consideration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided that in no event shall any contribution under this subsection by a Noteholder exceed the gross proceeds from the offering received by such indemnifying party. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) will be entitled to contribution from any person or entity who or that was not guilty of such fraudulent misrepresentation.

5. INTERCREDITOR AGREEMENT. The Company, the Noteholder, and other holders of Notes issued in the Offering are parties to an Intercreditor Agreement of even date herewith which sets forth certain rights of the Noteholder.

6. NOTICES. Notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if delivered personally or sent by air express courier or messenger or sent by registered or certified mail (air mail if overseas), return receipt requested, or by telex, facsimile transmission, telegram, email whose receipt it acknowledged or similar means of communication. Notice shall be deemed to have been received on the date of personal delivery, telex, facsimile transmission, telegram, email or similar means of communication, or if sent by overnight courier or messenger, shall be deemed to have been received on the next delivery day after deposit with the courier or messenger, or if sent by certified or registered mail, return receipt requested, shall be deemed to have been received on the third business day after the date of mailing. The address of the Company is set forth in the Subscription Agreement and the Company shall give written notice of any change of address to the Noteholder. The address of the Noteholder is as set forth in Subscription Agreement, and the Noteholder shall give written notice of any change of address to the Company.

7. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. The Company consents to the jurisdiction of any state or federal court located in Pima County, Arizona. The Company waives personal service of any summons, complaint or other process in connection with any such action or proceeding and agrees that service thereof may be made, as the Noteholder may elect, by certified mail directed to the Company, or, in the alternative, in any other form or manner permitted by law. Pima County, Arizona shall be the exclusive venue for any dispute between the Company and the Noteholder.

8. GOVERNING LAW. This Note shall be governed by and construed and interpreted in accordance with the laws of the state of Wyoming applicable to contracts made and to be performed entirely therein, without giving effect to the rules and conflicts of law.

9. ATTORNEYS FEES. In the event the Noteholder shall refer this Note to an attorney for collection, the Company agrees to pay all the costs and expenses incurred in attempting or effecting collection hereunder, including reasonable attorney's fees, whether or not suit is instituted.

10. CONFORMITY WITH LAW. It is the intention of the Company and of the Noteholder to conform strictly to applicable usury and similar laws. Accordingly, notwithstanding anything to the contrary in this Note, it is agreed that the aggregate of all charges which constitute interest under applicable usury and similar laws that are contract for, chargeable or receivable under or in respect of this Note, shall under no circumstances exceed the maximum amount of interest permitted by such laws, and any excess, whether occasioned by acceleration or maturity of this Note or otherwise, shall be canceled automatically, and if theretofore paid, shall be either refunded to the Company or credited on the principal amount of this Note.

11. COUNTERPARTS. This Agreement may be executed in several counterparts and it shall not be necessary for each party to execute each of such counterparts, but when all of the

parties have executed and delivered one of such counterparts, the counterparts, when taken together, shall be deemed to constitute one and the same instrument, enforceable against each party in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has signed and sealed this Note and delivered it as of _____ 2023.

COMPANY:

FarmFlight, Inc.
a Wyoming corporation

By: Samuel Baker
Its: Chief Executive Officer

INVESTOR: SCOPE CARBON CORP.

Date: _____

Signature

Address: 200 - 550 Denman Street
Vancouver, BC V6G 3H1

Authorized Signatory: Alan Tam

Title: Chief Financial Officer

Telephone No: (604)683-0911

Email Address: alantamca@gmail.com

EXHIBIT B

[CAP TABLE]

Farm Flight, Inc., a Wyoming corporation				
Authorized: 10,000,000 Common				
Par value: \$0.001				
Common	<u>Common Stock</u>	<u>Current %</u>	<u>Fully Diluted</u>	<u>%</u>
Caleb Trainor	1,775,000	27.65%	1,775,000	25.29%
Samuel Baker	1,775,000	27.65%	1,775,000	25.29%
James Ramsey	950,000	14.80%	950,000	13.53%
Elliot Dorenbaum *	200,000	3.12%	300,000	2.85%
Adam Miller *	200,000	3.12%	200,000	2.85%
CMT	1,518,900	23.66%	1,518,900	21.64%
Remaining Option Pool			600,000	8.55%
	6,518,900	100.0%	7,018,900	100.0%

EXHIBIT C

EXECUTIVE SUMMARY

Farm Flight is positioning itself to become an industry leader in the Ag-Tech space. With the goal to ensure a more sustainable food supply for generations, Farm Flight is helping to establish practices that enable farmers to grow more with less and mitigate environmental impact while doing so.

Farm Flight's first-of-its-kind digital platform is empowering farmers with the ability to access the best remote sensing technologies on the market for the lowest available prices. Whether it be counting exactly how many plants are in a field, creating nitrogen recommendations, or calculating biomass, Farm Flight is bridging the gap between traditional agriculture and the solutions needed to maximize efficiency.

Farm Flight went to market with the first version of this service in March of 2021 and has seen success and early adoption from across the country. With more than 150 users on our app, a customer base that manages over 10 million acres of land, and business metrics that indicate impending growth, Farm Flight is raising \$2.5 MM in funding with convertible notes.

Farm Flight's goal with this money is to reach 85%-90% contract execution, release the next version of product with 6 integrations, and hit revenue goals of \$800 K with a stretch goal of \$1.5 MM. To do this Farm Flight will allocate capital as follows (subject to change based on circumstances): Business Development = 13%, Sales = 22.2%, Operations = 13.7%, Development = 30.1%, Working Capital = 21%

The size of the Precision Ag market is expected to reach \$23 Billion by the end of 2030, growing by nearly 4 times the current valuation of \$6.4 Billion within 10 years according to [allied market research](#).

In this space, our main competitors are currently Ceres Imaging, Taranis, and Sentera. Each one of these competitors operate differently, but the general premise is that they offer imagery services and products to help farmers cut costs and increase yields. These competitors have struggled to find significant traction and profitability primarily because of their approaches to gaining market security. Each company either creates its own drones, sensors, analytics, or all of the above in the chase for competitive advantages. The problem with this is that the drone, sensor, and analytical markets have collectively raised billions in funding and Farm Flight's competitors, with millions, are attempting to outpace the innovations of these industries. Consequently, these groups attempt to pull customers away from better solutions than their own and selling their own developments as a substitute regardless of what offers the most value to the customer.

Farm Flight's approach is the opposite of what exists today. Instead of attempting to outpace the innovations of the market, Farm Flight seeks to position itself as an agnostic platform that ties technological advancements together. This model allows Farm Flight to deploy capital more efficiently, provide better services, and offer lower prices than anything else that exists today.

Farm Flight is led by Sam Baker (CEO/President), James Ramsey (CTO/Treasurer), and Caleb Trainor (COO/Secretary). Sam Baker is a cofounder and is responsible for the growth and direction of the company. Sam has experience in corporate innovation, sales, product development, and product development. James Ramsey is a cofounder and is primarily responsible for technological development. James has experience in management, software development, system management, and finance. Caleb Trainor is a cofounder and is responsible for UAS operations. Caleb has experience with UAV engineering, data processing, operations, and management.

EXHIBIT D

RISK FACTORS

The purchase of the Securities offered by the Company is highly speculative and involves a number of significant risks. Prospective subscribers should carefully consider, in addition to matters set forth in the Subscription Agreement and the Executive Summary, the following factors in evaluating the Company and its business prior to purchasing the Securities. The risk factors set forth below are not intended to be an exhaustive list of all risks inherent in an investment in the Company but merely a representative listing of risks. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Subscription Agreement.

In making any investment decision, subscribers must rely on their examination of the Company and the terms of this Offering, including the merits and risks involved.

FORWARD LOOKING STATEMENTS

THE SUBSCRIPTION AGREEMENT, THE EXECUTIVE SUMMARY AND THESE RISK FACTORS (COLLECTIVELY, THE “**INFORMATION**”) CONTAIN FORWARD LOOKING STATEMENTS CONCERNING THE COMPANY’S PLANS, INTENTIONS, STRATEGIES, EXPECTATIONS, PREDICTIONS, FINANCIAL PROJECTIONS AND BELIEFS CONCERNING THE COMPANY’S FUTURE ACTIVITIES AND RESULTS OF OPERATIONS AND OTHER FUTURE EVENTS OR CONDITIONS. ACTUAL RESULTS, EVENTS OR CONDITIONS WILL DIFFER, AND MAY DIFFER MATERIALLY ADVERSELY, FROM THOSE PROJECTED BY THE COMPANY DUE TO A VARIETY OF FACTORS, SOME OF WHICH ARE BEYOND THE CONTROL OF THE COMPANY.

NO REVIEW BY REGULATORY AUTHORITIES

THE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED, OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, INCLUDING ANY FOREIGN REGULATORY AUTHORITIES, NOR HAVE THE FOREGOING AUTHORITIES PASSED ON THE ACCURACY OR ADEQUACY OF THE INFORMATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

DOES NOT CONSTITUTE LEGAL OR TAX ADVICE

PROSPECTIVE SUBSCRIBERS ARE NOT TO CONSTRUE THE CONTENTS OF THE INFORMATION, OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES AS LEGAL OR TAX ADVICE OR AS INFORMATION APPLICABLE TO ANY PROSPECTIVE SUBSCRIBER’S PARTICULAR FINANCIAL SITUATION. EACH SUBSCRIBER SHOULD CONSULT HIS, HER OR ITS OWN FINANCIAL ADVISOR, COUNSEL AND ACCOUNTANT AS TO TAX AND RELATED MATTERS CONCERNING THIS INVESTMENT. COUNSEL TO THE COMPANY REPRESENTS ONLY THE COMPANY AND NOT ANY PROSPECTIVE OR ACTUAL SUBSCRIBERS IN THE COMPANY.

LIMITATION ON INFORMATION AND REPRESENTATIONS

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN

THE INFORMATION. ANY INFORMATION OR REPRESENTATIONS NOT HEREIN CONTAINED, IF GIVEN OR MADE, MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. STATEMENTS CONTAINED IN THE INFORMATION MAY NOT REFLECT EVENTS OCCURRING SUBSEQUENT TO THE PUBLICATION OF THE INFORMATION.

Limited Operating History

The Company has a limited operating history. Our operations are subject to all the risks inherent in the establishment of a new business enterprise. We cannot be certain that our business strategy will be successful. Our likelihood of success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any company. If we fail to address any of these risks or difficulties adequately, our business will likely suffer. Future revenues and profits, if any, will depend upon various factors, including the success, if any, of our sales and marketing plans, market adoption of our products and services, our ability to maintain favorable relations with strategic partners, and general economic conditions. There is no assurance that we can operate profitably or that we will successfully implement our business plan. Further, the Company's nascent existence means that it does not have financial statements that a normal operating company would have because it is a start-up with are participating in its first capital offering to establish operations.

Dependence Upon Key Personnel

Our future success depends to a significant degree on the efforts of key personnel. In particular, we are dependent on the efforts of our officers, directors and advisors. The loss of services of key personnel could have a material adverse effect on our business.

Extremely Competitive Market

The market in which the Company operates is highly competitive. If we fail to compete effectively against other companies in our industry, we could lose customers and our revenues could decline. Current and potential competitors may have advantages over us, such as longer operating histories, greater name recognition, larger customer bases and significantly greater financial, technical, marketing and human resources. These companies could use their experience and resources against us in a variety of competitive ways, including by making acquisitions, investing more aggressively in product development and competing more aggressively for customers through increased marketing or other promotions. In addition, existing or future competitors may develop or offer products or services that provide significant performance, price, creative or other advantages over those offered by us.

Rapid Technological Development

The market in which the Company operates is characterized by rapid changes in technology and market factors that can result in an extremely short product lifecycle. As a result, the Company's success depends on its ability to anticipate market demands and shifts in requirements, to meet development schedules and to manage relationships with our customers, vendors, suppliers and other parties. Any failure to adjust to changes in market preferences would adversely impact our results of operations.

Failure to Raise Amounts Sought

The Company is seeking to raise up to \$2,500,000 through this Offering. We intend to use these proceeds principally to pay operating expenses and to provide working capital to allow the business to go forward, including to secure additional funding through an offering of preferred stock or other securities. If we are unable to raise the full amount of the funds sought, it may be necessary to modify our business plan. If we are unable to expand, we will not be able to grow revenue as quickly as anticipated and we may be more vulnerable to new competition. If less than the full amount of this Offering is raised, the Company may not be able to achieve its business plan as set out herein.

Intellectual Property

The Company's business plan depends significantly on its intellectual property being commercially viable. There can be no assurance that the critical aspects of the Company's intellectual property will be adequately protected, that the Company's intellectual property or its services do not and will not infringe on the intellectual property rights of others or that others will not make use of certain of the Company's intellectual property. The Company acquired core parts of its technology from other companies and believes that its obligations in respect of ownership of that technology have been fully satisfied and paid. The Company makes no other representations or warranties regarding its intellectual property.

Employee Confidentiality and Work for Hire Agreements

The Company's success depends largely on its ability to utilize and protect its intellectual property. The Company plans to require each of its employees to sign a confidentiality and work for hire agreement. While the Company believes that the agreements will protect the Company's intellectual property interests, no assurance can be given as to the enforceability of such agreements.

Broad Management Discretion in Use of Proceeds

We intend to use the estimated net proceeds to be received in this Offering generally as set forth in the Information. However, we may allocate and use such proceeds differently and for other purposes not currently anticipated. As a result, our success will substantially depend on the discretion and judgment of our management with respect to the application and allocation of a substantial portion of the net proceeds of this offering.

Possible Loss of Investment

The Securities are being offered in a private placement to a limited number of accredited investors meeting certain suitability standards. No one should invest in the Securities who does not have adequate financial means to bear the loss of his, her or its entire investment.

No Market for the Securities; Limitations on Transfer

The Securities offered by the Company have not been registered under United States federal or state securities laws, nor the securities laws of any other country, and may not be offered for sale, sold or otherwise transferred or assigned for value, directly or indirectly, nor may the Securities be transferred on the books of the Company, without registration of such Securities under all applicable United States federal, state or foreign securities laws or compliance with an applicable exemption therefrom, such compliance, at the option of the Company, to be evidenced by an opinion of the security holder's counsel, in a form acceptable to the Company, that no violation of such registration provisions would result from any proposed transfer or assignment.

Although the Company may in the future offer its securities to the public, it is not currently anticipated that any public market for the Securities or any other of the Company's securities will develop. Consequently, holders of the Securities may not be able to liquidate their investments in the event of an emergency or for any other reason. In addition, the Securities will not be readily acceptable as collateral for a loan. A purchase of the Securities should be considered only as a long-term investment.

Future Dilution

Following a conversion of the Notes, Subscribers may suffer dilution of their ownership interests in the Company as a result of future issuances of additional shares of capital stock or other interests in the Company.

No Control Over Company

Holders of the Securities do not have any voting or information rights in the Company. Following a conversion of the Notes, subscribers in this Offering are unlikely to have any significant control over the Company, as future equity investors and the current holders of the Company's Common Stock will likely hold a significant majority of the Company's shares of both Common Stock and Preferred Stock.

Insufficient Collateral

There can be no assurance that the value of the Company's assets will exceed the aggregate amount due on the Notes. In addition, in the event the Company defaults on its obligations in respect of the Notes, the costs associated with collection, recovery, sale or other disposition of the Company's assets will reduce the amount of funds, if any, recovered by subscribers, and such costs may be significant.

Federally Regulated Industry

Use of drone aircraft is regulated by the Federal Aviation Administration ("FAA"). The FAA is an unelected regulatory branch that is heavily lobbied and capable of making adverse decisions involving the use of drone aircraft. It is possible that new FAA regulations could impose both financial burdens and use restrictions that could affect the viability of the Company.

UAV Accidents

There's always the off chance that a drone could crash and cause a large accident (lipo fire, drone crashing into a person, etc.) causing us to get sued. We have standard procedures in place to prevent that from happening, but any lawsuit affecting the company could materially affect its leadership team from focusing on the Company's business and drain its cash reserves. The Company will use some of its working capital to obtain general liability insurance to mitigate such risks, but the risk to the Company's reputation and confidence in its aircraft could diminish and, therefore, could materially affect its ability to obtain new customers and maintain current customers.

Supply Chain Challenges

We rely on equipment from around the world. As we all experienced with the Covid 19 Pandemic and with various changes in US trade regulations, we may have difficulty sourcing equipment to meet demand of our customers and growth, which will affect the Company's ability to meet its sales and revenue goals.

Software Product Development Delay

The Company has an ambitious development schedule dependent on this financing. Our ability to timely develop our product offering depends on the speed with which we can raise the money in this financing. Any delay in obtaining funds, may cause delay in the development of our products. Although we believe our product development plan is relatively straightforward and predictable, there's always the possibility that there are unpredictable roadblocks in commercializing our products, which will materially affect the Company's ability to meet customer needs and expectations.

AS A RESULT OF THESE FACTORS, AND OTHER RISKS NOT SPECIFICALLY DESCRIBED IN THE INFORMATION, THE OFFERING IS ONLY SUITABLE FOR THOSE SUBSCRIBERS WHO ARE WILLING TO RELY ON THE COMPANY'S MANAGEMENT AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT IN THE SECURITIES.

PROSPECTIVE SUBSCRIBERS ARE ADVISED TO READ CAREFULLY THE EXECUTIVE SUMMARY, WHICH CONTAINS ADDITIONAL MATERIAL INFORMATION REGARDING THE COMPANY AND WHICH, ALONG WITH THESE RISK FACTORS, IS INCORPORATED BY REFERENCE IN THE AGREEMENT.

EXHIBIT E

PAYMENT INSTRUCTIONS

If paying by wire, please wire payment to:

Account Name: FarmFlight Inc.
Account Number: 898125678422
Bank Name Bank of America
Routing Number: 026009593

If paying check, make checks payable to: FarmFlight Inc.

Send via Air Express to: Farm Flight, Inc.
5965 E. San Marino
Tucson, AZ 85715
Attention: Samuel Baker
Phone Number: (520) 488-5807

EXHIBIT F

SUBSCRIBER QUESTIONNAIRE

RESERVED

EXHIBIT F-1

**REPRESENTATION LETTER PURSUANT TO CANADIAN LAW
(FOR CANADIAN SUBSCRIBERS)**

TO: FARM FLIGHT, INC. (the “Company”)

(Capitalized terms not specifically defined in this Exhibit have the meaning ascribed to them in the Subscription Agreement to which this Exhibit is attached)

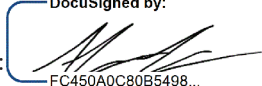
In connection with the execution by the undersigned Subscriber of the Subscription Agreement of which this Representation Letter forms a part, the undersigned Subscriber hereby represents, warrants, covenants and certifies to the Company that:

1. the undersigned Subscriber is resident in the Canada and is purchasing the Subscribed for Securities as principal for its own account;
2. the undersigned Subscriber is a “close business associate” within the meaning of National Instrument 45-106 “Prospectus Exemptions” (“NI 45-106”); and
3. upon execution of this Representation Letter by the undersigned Subscriber, this Representation Letter, including, shall be incorporated into and form a part of the Subscription Agreement.

Dated: 28-Feb-23 | 10:07:49 AM PST, 2023

Scope Carbon Corp.

Print name of Subscriber

DocuSigned by:
By:  _____
FC450A0C80B5498...
Signature

Alan Tam

Print name of Signatory (if different from the Subscriber)

Chief Financial Officer

Title

EXHIBIT F

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this “**Intercreditor Agreement**”) is made by and among FARMFLIGHT INC., a Wyoming corporation (the “**Company**”) and each of the noteholders set forth on Exhibit A attached hereto, as amended from time-to-time, who has executed a counterpart signature page hereto (each, a “**Noteholder**” and, collectively, the “**Noteholders**”).

The Company issued certain 8% Unsecured Convertible Notes (the “**Notes**”) to the Noteholders in an offering of Notes in the aggregate principal amount of up to \$2,500,000 (the “**Offering**”). In connection with the Company’s issuance of the Notes, each Noteholder has agreed to enter into this Intercreditor Agreement setting forth certain agreements in respect of the Notes.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. Definitions.

1.1 “**Majority Interest**” means, at any time, greater than fifty percent (50%) of the then-outstanding aggregate balance of the Notes held by the Noteholders.

1.2 “**Noteholder**” means each individual or entity who loaned money to the Company in the Offering and was issued a Note to evidence such loan.

1.3 “**Pro Rata**” means, with respect to each Noteholder, the ratio (to four decimal places (00.00%)), (i) the numerator of which is the then unpaid balance of Notes owned by the Noteholder, and (ii) the denominator of which is the total unpaid balance of all Notes owned by the Noteholders.

2. Allocation of Payments. Each Noteholder hereby agrees that each payment to the Noteholders in respect of the Notes shall be allocated among all Noteholders on a Pro Rata basis.

3. Action by Noteholders. Whenever action is required or permitted to be taken by Noteholders under this Intercreditor Agreement, such action shall be taken by Noteholders holding a Majority Interest, or by an agent appointed by Noteholders holding a Majority Interest. The Noteholders may elect to have a representative or agent (who need not be a Noteholder), act on their behalf to facilitate exercise of remedies permitted under this Intercreditor Agreement.

4. Cross Default. Each Noteholder agrees that a default in the obligations of the Company to any Noteholder shall be deemed a default with respect to the obligations of the Company to each Noteholder and, subject to Section 5, shall entitle the Noteholders, or any one of them, to proceed with all available default remedies.

5. Default. If an event of default, as provided in the Notes, occurs and is continuing, the Company and the Noteholders hereby agree as follows:

5.1 The Noteholders shall each cooperate in good faith in the enforcement of their rights with respect to the Notes;

5.2 Any and all material decisions regarding the collection of amounts due under the Notes shall be made by Noteholders holding a Majority Interest as defined in Section 1 hereto;

5.3 The Noteholders shall each share Pro Rata in any of the net proceeds realized upon the collection, recovery, sale, ownership, or disposition of the Company's assets or any part or portion thereof;

5.4 The Noteholders shall share and be personally liable to pay their Pro Rata share of all costs related to, arising from, or occurring as a result of the enforcement of the rights of the Noteholders under this Intercreditor Agreement; and

5.5 The Company agrees that upon request it will provide any Noteholder with a list of all Noteholders who are parties to this Intercreditor Agreement.

6. Effective Date and Termination. With respect to each Noteholder, this Intercreditor Agreement shall be effective as of the date such Noteholder signed this Intercreditor Agreement and shall terminate upon full payment of the Notes.

7. Dispute Resolution.

7.1 Mediation. If any claim, controversy, or dispute arises out of or relates to this Intercreditor Agreement, or the breach, termination, or invalidity thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS (or such other similar dispute-resolution organization as parties may so agree).

7.2 Arbitration. If the parties are unable to settle the dispute after mediation, then the dispute shall be settled by binding arbitration administered by JAMS (or such other similar dispute-resolution organization as parties may so agree). The appointing authority shall be the JAMS office located in Pima County, Arizona, unless the parties agree upon another similar dispute-resolution organization. The place of arbitration shall be Pima County, Arizona, or such other location as the parties may agree. The number of arbitrators shall be one, unless the parties cannot agree on a single arbitrator. In such event, the parties shall each choose one arbitrator, and these two arbitrators shall choose a third arbitrator, who shall preside over the proceedings. The award rendered by the arbitrator shall be final and binding upon both parties concerned, and judgment upon the award may be entered in any court having jurisdiction thereof. The allocation of the expenses of the arbitration shall be effected by the arbitration decision. Any arbitration commenced hereunder, and arbitrator's authority to grant relief, shall be subject to the Federal Arbitration Act and the laws of Wyoming to the extent applicable, and otherwise to comparable arbitration provisions under the laws of Wyoming.

8. General Provisions.

8.1 Entire Agreement. This Intercreditor Agreement, together with any agreements specifically referred to or incorporated herein, contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments, and understandings relating thereto are merged herein. There are no conditions

precedent to the effectiveness of this Intercreditor Agreement other than as stated herein, and there are no agreements existing between the parties relating to the Company's assets that are not referenced herein.

8.2 Amendments and Waivers. Any term of this Intercreditor Agreement may be amended or waived with the written consent of Noteholders holding a Majority Interest.

8.3 Costs and Attorneys' Fees. If any party hereto shall bring any suit, arbitration, or action against another for relief, declaratory or otherwise, arising out of this Intercreditor Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court or arbitrator may adjudge to be reasonable attorneys' fees.

8.4 Further Assurances. Each party to this Intercreditor Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Intercreditor Agreement and to carry out its provisions.

8.5 Law. This Intercreditor Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Wyoming, without giving effect to principles and provisions thereof relating to conflict or choice of laws irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action relating to or arising out of this Intercreditor Agreement shall be had in Pima County, Arizona.

8.6 Assignment. No party to this Intercreditor Agreement may assign, convey or transfer this Intercreditor Agreement or any of its rights granted herein or delegate any of its obligations herein to any third party or entity without the written consent of all other parties hereto.

8.7 Notice. Any notice to be given by one party to another pursuant to this Intercreditor Agreement must be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy or by other electronic or digital transmission method and an appropriate confirmation is received; the day after it is sent, if sent for next day delivery to a domestic address by a recognized overnight delivery service; and upon receipt if delivered in person, sent by facsimile, or deposited into the United States mail, postage pre-paid, by certified or registered mail, return receipt requested. Notices shall be addressed as follows:

If to the Company: Farm Flight, Inc.
5965 E. San Marino
Tucson, AZ 85715
Attention: Samuel Baker

If to a Noteholder: To the address set forth on such Noteholder's signature page.


8.8 Counterparts and Facsimile Transmission. This Intercreditor Agreement may be executed in counterparts, each of which shall be deemed an original instrument. Facsimile transmissions of any signed original document, or transmission of any signed facsimile document, shall be the same as delivery of an executed original. At the request of any of the parties, the parties will confirm facsimile transmission signatures by signing and delivering an original document.

[signature pages follow]

IN WITNESS WHEREOF, the parties have signed this Intercreditor Agreement as of the date shown below.

COMPANY:

FARMFLIGHT INC.

By: 

Samuel Baker

Its: Chief Executive Officer

Dated: 29 Feb, 2023

IN WITNESS WHEREOF, the parties have signed this Intercreditor Agreement as of the date shown below.

NOTEHOLDER

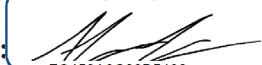
DocuSigned by:

By: _____
FC450A0C80B5498...
Authorized Signatory: Alan Tam
Title: CFO

EXHIBIT A TO INTERCREDITOR AGREEMENT

Noteholder	Address	Original Principal Amount of Note
<u>Scope Carbon Corp.</u>		<u>\$100,000.00</u>

EXHIBIT G

COMMON STOCK PURCHASE WARRANT

THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, IN COMPLIANCE WITH REGULATION S AND/OR OTHER APPLICABLE EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) OUTSIDE THE UNITED STATES EXCEPT IN ACCORDANCE WITH THE RULES OF REGULATION S AS PROMULGATED UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, IN EACH CASE AS EVIDENCED BY AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY

UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE *[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]*.

WARRANT TO PURCHASE COMMON STOCK

FOR VALUE RECEIVED, **FARMFLIGHT INC.**, a Wyoming corporation (the “**Company**”), hereby certifies that **Scope Carbon Corp.**, a company incorporated under the laws of British Columbia, Canada (the “**Holder**”) is entitled to purchase from the Company up to 10,000 duly authorized, validly issued shares of Common Stock, less the aggregate number of shares of Common Stock previously issued from time to time as a result of any partial exercise of this Warrant in accordance with **Section 3**, at a purchase price per share of \$1.07 (the “**Exercise Price**”), all subject to the terms, conditions and adjustments set forth below in this Warrant. Certain capitalized terms used herein are defined in **Section 1** hereof.

This Warrant has been issued pursuant to the terms of that certain Promissory Note, dated _____, in the principal amount of \$100,000.00 (the “**Promissory Note**”), between the Company and the Holder.

1. **Definitions.** As used in this Warrant, the following terms have the respective meanings set forth below:

“**Aggregate Exercise Price**” means an amount equal to the product of (a) the number of Warrant Shares in respect of which this Warrant is then being exercised pursuant to **Section 3** hereof, multiplied by (b) the Exercise Price.

“**Board**” means the board of directors of the Company.

“**Business Day**” means any day, except a Saturday, Sunday or legal holiday, on which banking institutions in the city of Seattle, Wyoming are authorized or obligated by law or executive order to close.

“**Company**” has the meaning set forth in the preamble.

“**Common Stock**” means the Common Stock of the Company, par value \$0.0001 per share, and any capital stock into which such Common Stock shall have been converted, exchanged or reclassified following the date hereof.

“**Convertible Securities**” means any securities (directly or indirectly) convertible into or exchangeable for the Company’s capital stock, but excluding Options.

“**Exercise Date**” means, for any given exercise of this Warrant, the date on which the conditions to such exercise as set forth in **Section 3** shall have been satisfied at or prior to 5:00 p.m., Pacific time, on a Business Day, including, without limitation, the receipt by the Company of the Exercise Agreement, the Warrant and the Aggregate Exercise Price.

“**Exercise Agreement**” has the meaning set forth in Section 3(a)(i).

“**Exercise Period**” has the meaning set forth in **Section 2**.

“**Exercise Price**” has the meaning set forth in the preamble.

“**Fair Market Value**” means, as of any particular date: (a) the volume weighted average of the closing sales prices of the Common Stock for such day on all domestic securities exchanges on which the Common Stock may at the time be listed; (b) if there have been no sales of the Common Stock on any such exchange on any such day, the average of the highest bid and lowest asked prices for the Common Stock on all such exchanges at the end of such day; (c) if on any such day the Common Stock is not listed on a domestic securities exchange, the closing sales price of the Common Stock as quoted on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association for such day; or (d) if there have been no sales of the Common Stock on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association on such day, the average of the highest bid and lowest asked prices for the Common Stock quoted on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association at the end of such day; in each case, averaged over twenty (20) consecutive Business Days ending on the Business Day immediately prior to the day as of which “Fair Market Value” is being determined; provided, that if the Common Stock is listed on any domestic securities exchange, the term “Business Day” as used in this sentence means Business Days on which such exchange is open for trading. If at any time the Common Stock is not listed on any domestic securities exchange or quoted on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association, the “Fair Market Value” of the Common Stock shall be the fair market value per share as determined jointly by the Board and the Holder.

“**Holder**” has the meaning set forth in the preamble.

“**Options**” means any warrants or other rights or options to subscribe for or purchase Common Stock or Convertible Securities.

“**Original Issue Date**” means _____.

“**Promissory Note**” has the meaning set forth in the preamble.

“**Nasdaq**” means The NASDAQ Stock Market LLC.

“**OTC Bulletin Board**” means the Financial Industry Regulatory Authority OTC Bulletin Board electronic inter-dealer quotation system.

“**Person**” means any individual, sole proprietorship, partnership, limited liability company, corporation, joint venture, trust, incorporated organization or government or department or agency thereof.

“**Pink OTC Markets**” means the OTC Markets Group Inc. electronic inter-dealer quotation system, including OTCQX, OTCQB and OTC Pink.

“**Warrant**” means this Warrant and all warrants issued upon division or combination of, or in substitution for, this Warrant.

“**Warrant Shares**” means the shares of Common Stock or other capital stock of the Company then purchasable upon exercise of this Warrant in accordance with the terms of this Warrant.

2. Term of Warrant. Subject to the terms and conditions hereof, at any time or from time to time after the date hereof and prior to 5:00 p.m., Pacific time, on the **THIRD (3RD)** anniversary of the date hereof or, if such day is not a Business Day, on the next Business Day (the “**Exercise Period**”), the Holder of this Warrant may exercise this Warrant for all or any part of the Warrant Shares purchasable hereunder (subject to adjustment as provided herein).

3. Exercise of Warrant.

(a) **Exercise Procedure.** This Warrant may be exercised from time to time on any Business Day during the Exercise Period, for all or any part of the unexercised Warrant Shares, upon:

(i) surrender of this Warrant to the Company at its then principal executive offices (or an indemnification undertaking with respect to this Warrant in the case of its loss, theft or destruction), together with an Exercise Agreement in the form attached hereto as **Exhibit A** (each, an “**Exercise Agreement**”), duly completed (including specifying the number of Warrant Shares to be purchased) and executed; and

(ii) payment to the Company of the Aggregate Exercise Price in accordance with **Section 3(b)**.

(b) **Payment of the Aggregate Exercise Price.** Payment of the Aggregate Exercise Price shall be made, at the option of the Holder as expressed in the Exercise Agreement, by the following methods:

(i) by delivery to the Company of a certified or official bank check payable to the order of the Company or by wire transfer of immediately available funds to an account designated in writing by the Company, in the amount of such Aggregate Exercise Price;

(ii) by instructing the Company to withhold a number of Warrant Shares then issuable upon exercise of this Warrant with an aggregate Fair Market Value as of the Exercise Date equal to such Aggregate Exercise Price;

(iii) by surrendering to the Company Warrant Shares previously acquired by the Holder with an aggregate Fair Market Value as of the Exercise Date equal to such Aggregate Exercise Price; or

(iv) any combination of the foregoing.

In the event of any withholding of Warrant Shares or surrender of other equity securities pursuant to clause (ii), (iii) or (iv) above where the number of shares whose value is equal to the Aggregate Exercise Price is not a whole number, the number of shares withheld by or surrendered to the Company shall be rounded up to the nearest whole share and the Company shall make a cash payment to the Holder (by delivery of a certified or official bank check or by wire transfer of immediately available funds) based on the incremental fraction of a share being so withheld by or surrendered to the Company in an amount equal to the product of (x) such incremental fraction of a share being so withheld or surrendered multiplied by (y) in the case of Common Stock, the Fair Market Value per Warrant Share as of the Exercise Date, and, in all other cases, the value thereof as of the Exercise Date determined in accordance with clause (iii)(y) above.

(c) **Delivery of Stock Certificates.** Upon receipt by the Company of the Exercise Agreement, surrender of this Warrant and payment of the Aggregate Exercise Price (in accordance with **Section 3(a)**

hereof), the Company shall, as promptly as practicable, and in any event within four Business Days thereafter, execute (or cause to be executed) and deliver (or cause to be delivered) to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, together with cash in lieu of any fraction of a share, as provided in **Section 3(d)** hereof. The stock certificate or certificates so delivered shall be, to the extent possible, in such denomination or denominations as the exercising Holder shall reasonably request in the Exercise Agreement and shall be registered in the name of the Holder. This Warrant shall be deemed to have been exercised and such certificate or certificates of Warrant Shares shall be deemed to have been issued, and the Holder shall be deemed to have become a holder of record of such Warrant Shares for all purposes, as of the Exercise Date.

(d) **Fractional Shares.** The Company shall not be required to issue a fractional Warrant Share upon exercise of any Warrant. As to any fraction of a Warrant Share that the Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay to such Holder an amount in cash (by delivery of a certified or official bank check or by wire transfer of immediately available funds) equal to the product of (i) such fraction multiplied by (ii) the Fair Market Value of one Warrant Share on the Exercise Date.

(e) **Delivery of New Warrant.** Unless the purchase rights represented by this Warrant shall have expired or shall have been fully exercised, the Company shall, at the time of delivery of the certificate or certificates representing the Warrant Shares being issued in accordance with **Section 3(c)** hereof, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unexpired and unexercised Warrant Shares called for by this Warrant. Such new Warrant shall in all other respects be identical to this Warrant.

(f) **Valid Issuance of Warrant and Warrant Shares; Payment of Taxes.** With respect to the exercise of this warrant, the Company hereby represents, covenants and agrees:

(i) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(ii) All Warrant Shares issuable upon the exercise of this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any stockholder of the Company and free and clear of all taxes, liens and charges.

(iii) The Company shall take all such actions as may be necessary to ensure that all such Warrant Shares are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock or other securities constituting Warrant Shares may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(iv) The Company shall pay all expenses in connection with, and all taxes and other governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise of this Warrant; provided, that the Company shall not be required to pay any tax or governmental charge that may be imposed with respect to any applicable withholding or the issuance or delivery of the Warrant Shares to any Person other than the Holder, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

(g) **Conditional Exercise.** Subject to Section 4(b) below but notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a public offering or a sale of the Company (pursuant to a merger, sale of stock, or otherwise), such exercise may at the election of the Holder be conditioned upon the consummation of such transaction, in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(h) **Reservation of Shares.** During the Exercise Period, the Company shall at all times reserve and keep available out of its authorized but unissued Common Stock or other securities constituting Warrant Shares, solely for the purpose of issuance upon the exercise of this Warrant, the maximum number of Warrant Shares issuable upon the exercise of this Warrant, and the par value per Warrant Share shall at all times be less than or equal to the applicable Exercise Price. The Company shall not increase the par value of any Warrant Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, and shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock upon the exercise of this Warrant.

4. Effect of Certain Events on Warrant Shares.

(a) **Adjustment to Warrant Shares upon Reorganization, Reclassification, Consolidation or Merger.** Subject to the provisions of Section 4(b) below, in the event of any (i) capital reorganization of the Company, (ii) reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transaction, in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then exercisable under this Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the Holder had exercised this Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to insure that the provisions of this Warrant shall thereafter be applicable, as nearly as possible, to any shares of stock, securities or assets thereafter acquirable upon exercise of this Warrant. The provisions of this Section 4(a) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transaction. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Warrant and satisfactory to the Holder, the obligation to deliver to the Holder such shares of stock, securities or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant. Notwithstanding any other provision to the contrary, with respect to any corporate event or other transaction contemplated by the provisions of this Section 4(a), the Holder shall have the right to elect prior to the consummation of such event or transaction, to give effect to the exercise rights contained in **Section 3** instead of giving effect to the provisions contained in this Section 4(a) with respect to this Warrant.

(b) **Dividends and Distributions.** Subject to the provisions of Section 4(a), as applicable, if the Company shall, at any time or from time to time after the Original Issue Date, make or declare, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or any other distribution payable in securities of the Company (other than a dividend or distribution of shares of Common Stock, Options or Convertible Securities in respect of outstanding shares of Common Stock), cash or other property, then, and in each such event, provision shall be made so that the Holder shall receive upon exercise of the Warrant, in addition to the number of Warrant Shares receivable thereupon, the kind and amount of securities of the Company, cash or other property which the Holder would have been entitled to receive had the Warrant been exercised in full into Warrant Shares on the date of such event and had the Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained such securities, cash or other property receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this Section 4(b) with respect to the rights of the Holder; provided, that no such provision shall be made if the Holder receives, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities, cash or other property in an amount equal to the amount of such securities, cash or other property as the Holder would have received if the Warrant had been exercised in full into Warrant Shares on the date of such event.

(c) **Certificate as to Adjustment.**

(i) As promptly as reasonably practicable following any adjustment of the kind of Warrant Shares pursuant to the provisions of Section 4(a), but in any event not later than five Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Company of a written request by the Holder, but in any event not later than five Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer certifying the amount of other shares of stock, securities or assets then issuable upon exercise of the Warrant.

(d) **Notices.** In the event:

(i) that the Company shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another Person, or sale of all or substantially all of the Company's assets to another Person; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Holder at least ten days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent or other right or action, and a description of such dividend, distribution or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall

be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Warrant and the Warrant Shares.

5. Holder Not Deemed a Stockholder; Limitations on Liability. Except as otherwise specifically provided herein (including Section 4(b), prior to the issuance to the Holder of the Warrant Shares to which the Holder is then entitled to receive upon the due exercise of this Warrant, the Holder shall not be entitled to vote or receive dividends or be deemed the holder of shares of capital stock of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this **Section 5**, the Company shall provide the Holder with copies of the same notices and other information given to the stockholders of the Company generally, contemporaneously with the giving thereof to the stockholders.

6. Replacement on Loss; Division and Combination.

(a) **Replacement of Warrant on Loss.** Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and upon delivery of an indemnity reasonably satisfactory to it (it being understood that a written indemnification agreement or affidavit of loss of the Holder shall be a sufficient indemnity) and, in case of mutilation, upon surrender of such Warrant for cancellation to the Company, the Company at its own expense shall execute and deliver to the Holder, in lieu hereof, a new Warrant of like tenor and exercisable for an equivalent number of Warrant Shares as the Warrant so lost, stolen, mutilated or destroyed; provided, that, in the case of mutilation, no indemnity shall be required if this Warrant in identifiable form is surrendered to the Company for cancellation.

(b) **Division and Combination of Warrant.** Subject to compliance with the applicable provisions of this Warrant, this Warrant may be divided or, following any such division of this Warrant, subsequently combined with other Warrants, upon the surrender of this Warrant or Warrants to the Company at its then principal executive offices, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agents or attorneys. The Company shall at its own expense execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants so surrendered in accordance with such notice. Such new Warrant or Warrants shall be of like tenor to the surrendered Warrant or Warrants and shall be exercisable in the aggregate for an equivalent number of Warrant Shares as the Warrant or Warrants so surrendered in accordance with such notice.

7. No Impairment. The Company shall not, by amendment of its Certificate of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed by it hereunder, but shall at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all such action as may reasonably be requested by the Holder in order to protect the exercise rights of the Holder against dilution or other impairment, consistent with the tenor and purpose of this Warrant.

8. Compliance with the Securities Act.

(a) **Agreement to Comply with the Securities Act and applicable securities laws; Legend.**

The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this **Section 8** and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act of 1933, as amended (the “**Securities Act**”) and other applicable securities laws which may apply to Holder.. This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, IN COMPLIANCE WITH REGULATION S AND/OR OTHER APPLICABLE EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) OUTSIDE THE UNITED STATES EXCEPT IN ACCORDANCE WITH THE RULES OF REGULATION S AS PROMULGATED UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, IN EACH CASE AS EVIDENCED BY AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY.

UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE *[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]*.

(b) **Representations of the Holder.** In connection with the issuance of this Warrant, the Holder specifically represents, as of the date hereof, to the Company by acceptance of this Warrant as follows:

(i) The Holder is an “accredited investor” under applicable Canadian securities laws or as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Holder is acquiring this Warrant and the Warrant Shares to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act.

(ii) The Holder understands and acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are “restricted securities” under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(iii) The Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Shares. The Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects and financial condition of the Company.

(iv) Neither (i) the Holder, (ii) any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, nor (iii) any beneficial owner of any of the Company's voting equity securities (in accordance with Rule 506(d) of the Securities Act) held by the Holder is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act, except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the acceptance of this Warrant, in writing in reasonable detail to the Company.

9. Warrant Register. The Company shall keep and properly maintain at its principal executive offices books for the registration of the Warrant. The Company may deem and treat the Person in whose name the Warrant is registered on such register as the Holder thereof for all purposes, and the Company shall not be affected by any notice to the contrary, except any assignment, division or combination of the Warrant effected in accordance with the provisions of this Warrant.

10. Automatic Conversion upon Expiration. In the event that, upon the Expiration Date, the Fair Market Value of one share of Common Stock (or other security issuable upon the exercise hereof) is greater than the Exercise Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 3(b)(ii) above as to all shares of Common Stock (or such other securities) for which it shall not previously have been exercised or converted that may be acquired hereunder at the lowest per share price as available hereunder, and the Company shall promptly deliver a certificate representing the shares of Common Stock (or such other securities) issued upon such conversion to Holder.

11. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 11**).

If to the Company: Farm Flight, Inc.
 5965 E. San Marino
 Tucson, AZ 85715
 Attention: Samuel Baker

If to the Holder:

12. Cumulative Remedies. The rights and remedies provided in this Warrant are cumulative and are not exclusive of and are in addition to and not in substitution for, any other rights or remedies available at law, in equity or otherwise.

13. Equitable Relief. Each of the Company and the Holder acknowledges that a breach or threatened breach by such party of any of its obligations under this Warrant would give rise to irreparable harm to the other party hereto for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

14. Entire Agreement. This Warrant constitutes the sole and entire agreement of the parties to this Warrant with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

15. Successor and Assigns. This Warrant and the rights evidenced hereby shall be binding upon and shall inure to the benefit of the parties hereto and the successors of the Company and the successors and permitted assigns of the Holder. Such successors and/or permitted assigns of the Holder shall be deemed to be a Holder for all purposes hereunder.

16. No Third-Party Beneficiaries. This Warrant is for the sole benefit of the Company and the Holder and their respective successors and, in the case of the Holder, permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Warrant.

17. Headings. The headings in this Warrant are for reference only and shall not affect the interpretation of this Warrant.

18. Amendment and Modification; Waiver. Except as otherwise provided herein, this Warrant may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by the Company or the Holder of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Warrant shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Severability. If any term or provision of this Warrant is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Warrant or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Governing Law. This Warrant shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wyoming.

21. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Warrant or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Wyoming in each case located in Pima County, Arizona, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified or registered mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought

in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

22. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Warrant is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Warrant or the transactions contemplated hereby.

23. Counterparts. This Warrant may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Warrant delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant.

24. No Strict Construction. This Warrant shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has duly executed this Warrant on the Original Issue Date.

FarmFlight, Inc.

By: _____

Name: Samuel Baker

Title: Chief Executive Officer

Accepted and agreed by Holder:

SCOPE CARBON CORP.

By: _____

Authorized Signatory: Alan Tam

Title: Chief Financial Officer