

EDGAR SUBMISSION SUMMARY

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Submission Type	10-K
Live File	On
Return Copy	On
Exchange	NONE
Confirming Copy	Off
Filer CIK	0001715611
Filer CCC	xxxxxxx
Period of Report	07-31-2021
Smaller Reporting Company	On
Emerging Growth Company	Yes
Elected not to use the extended transition period for complying with any new or revised financial accounting standards	Yes
Notify via Filing website Only	Off
Emails	filings@pubcoreporting.com

Documents

Form Type	File Name	Description
10-K	bmmj_10k.htm	FORM 10-K
EX-10.52	bmmj_ex1052.htm	EX-10.52
EX-10.53	bmmj_ex1053.htm	EX-10.53
EX-10.54	bmmj_ex1054.htm	EX-10.54
EX-21.1	bmmj_ex211.htm	EX-21.1
EX-23.1	bmmj_ex231.htm	EX-23.1
EX-23.2	bmmj_ex232.htm	EX-23.2
EX-31.1	bmmj_ex311.htm	EX-31.1
EX-31.2	bmmj_ex312.htm	EX-31.2
EX-32.1	bmmj_ex321.htm	EX-32.1
EX-101.SCH	bmmj-20210731.xsd	XBRL TAXONOMY EXTENSION SCHEMA
EX-101.LAB	bmmj-20210731_lab.xml	XBRL TAXONOMY EXTENSION LABEL LINKBASE
EX-101.CAL	bmmj-20210731_cal.xml	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE
EX-101.PRE	bmmj-20210731_pre.xml	XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE
EX-101.DEF	bmmj-20210731_def.xml	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE

Module and Segment References

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

Annual Report Under Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended: **July 31, 2021**.

Transition report under Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____.

Commission file number: **000-55940**

BODY AND MIND INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation or organization)

98-1319227

(IRS Employer
Identification Number)

**750 – 1095 West Pender Street
Vancouver, British Columbia, Canada V6E 2M6**
(Address of principal executive offices)

Issuer's telephone number **(800)361-6312**

Securities registered under Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol (s)	Name of each exchange on which registered
N/A	N/A	N/A

Securities registered under Section 12(g) of the Exchange Act:

Common Shares, \$0.0001 par value
(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

<input type="checkbox"/>	Large accelerated filer	<input type="checkbox"/>	Accelerated filer
<input checked="" type="checkbox"/>	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company
		<input checked="" type="checkbox"/>	Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold as of the last business day of the registrant's most recently completed second fiscal quarter (\$0.66 on January 29, 2019) was approximately \$58,628,685.

The registrant had 110,621,308 common shares outstanding as of November 18, 2021.

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REFERENCES

As used in this Annual Report on Form 10-K (the “**Annual Report**”): (i) the terms the “Registrant”, “we”, “us”, “our”, “Body and Mind”, “BaM” and the “Company” mean Body and Mind Inc. or as the context requires, collectively with its consolidated subsidiaries; (ii) “SEC” refers to the Securities and Exchange Commission; (iii) “Securities Act” refers to the United States Securities Act of 1933, as amended; (iv) “Exchange Act” refers to the United States Securities Exchange Act of 1934, as amended; and (v) all dollar amounts refer to United States dollars unless otherwise indicated.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Annual Report on Form 10-K constitute “forward-looking statements.” These statements appear in a number of places in this Annual Report and documents included herein and include statements regarding Body and Mind’s intent, belief or current expectation and that of Body and Mind’s officers and directors. These forward-looking statements involve known and unknown risks and uncertainties that may cause Body and Mind’s actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. In certain cases, forward-looking statements can be identified by the use of words such as “believe”, “intend”, “may”, “will”, “should”, “plans”, “anticipates”, “believes”, “potential”, “intends”, “expects” and other similar expressions. These statements are based on Body and Mind’s current plans and are subject to risks and uncertainties, and as such Body and Mind’s actual future activities and results of operations may be materially different from those set forth in the forward-looking statements. Any or all of the forward-looking statements in this Annual Report may turn out to be inaccurate and as such, you should not place undue reliance on these forward-looking statements. Body and Mind has based these forward-looking statements largely on its current expectations and projections about future events and financial trends that it believes may affect its financial condition, results of operations, business strategy and financial needs. The forward-looking statements can be affected by inaccurate assumptions or by known or unknown risks, uncertainties and assumptions due to a number of factors, including, dependence on key personnel, competitive factors, the operation of Body and Mind’s intended business, and general economic conditions in the United States and Canada. These forward-looking statements speak only as of the date on which they are made. Body and Mind assumes no obligation to update or to publicly announce the results of any change to any of the forward-looking statements contained or included herein to reflect actual results, future events or developments, changes in assumptions or changes in other factors affecting the forward-looking statements, other than where a duty to update such information or provide further disclosure is imposed by applicable law, including applicable United States federal securities laws. In addition, Body and Mind cannot assess the impact of each factor on its intended business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Accordingly, readers should not place undue reliance on forward-looking statements. All subsequent written and oral forward-looking statements attributable to Body and Mind or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements contained in this Annual Report. Important factors that you should also consider, include, but are not limited to, the factors discussed under “Risk Factors” in this Annual Report.

PART I

ITEM 1. BUSINESS

Company Overview

Body and Mind is a multi-state cannabis operator, which has retail, distribution, cultivation, and/or processing operations in Nevada, California, Arkansas and Ohio.

Our platform approach to expansion focuses on limited license states and jurisdictions, entering new markets through lower cost license applications and opportunistic/targeted acquisitions.

We have developed the marquis lifestyle “Body and Mind” brand in Nevada with strong penetration into dispensaries and have recently expanded our brand and products to dispensaries in California. The Body and Mind brand appeals to a wide range of cannabis consumers with products including flower, oils, extracts (wax, live resin, ambrosia) and edibles.

We have a long track record of producing award-winning cannabis products and we have success with licensing to manufacture for brands. We completed construction and commenced production operations at the new Nevada production facility in August of 2020.

We are a Nevada corporation that, through our wholly-owned subsidiary, Nevada Medical Group, LLC (“**NMG**”), are engaged in the cultivation and production of medical and adult-use recreational marijuana products. NMG produces cannabis flower, oil extracts and edibles under license in the state of Nevada, which are available for sale under the brand name “Body and Mind” in dispensaries in Nevada.

In California, we, through our wholly-owned subsidiary NMG Cathedral City, LLC (“**NMGCC**”), were managing a licensed cannabis business conducting commercial cannabis activity in Cathedral City, California pursuant to a management agreement with Satellites Dip, LLC (“**SD**”) who is the actual licensed manufacturer. On November 30, 2019, we along with NMGCC entered into a settlement agreement with SD with respect to the management agreement and NMGCC entered into a brand director agreement with SD whereby NMGCC provides certain advisory and brand director services in connection with SD’s manufacture of Company-branded products, as well as certain other products as agreed to by NMGCC. In addition, as part of the revised arrangement with SD, our wholly-owned subsidiary, DEP Nevada Inc. (“**DEP**”) entered into a brand license agreement with SD whereby DEP has granted SD a non-exclusive, non-transferable, and non-sub-licensable right to use certain licensed marks in connection with or on licensed products. On April 30, 2021, we terminated all agreements with SD.

In April 2020, we closed the San Diego ShowGrow dispensary transaction, which is owned 60% by our wholly-owned subsidiary, NMG San Diego, LLC (“**NMG SD**”), and has received all licenses, permits and authorizations required to conduct medical and adult-use commercial cannabis retail operations. The San Diego ShowGrow dispensary opened in early July 2020. We, through our wholly-owned subsidiary, NMG Long Beach, LLC (“**NMG LB**”), have been managing the ShowGrow Long Beach dispensary operations for over a year, received all approvals and final license transfer for the dispensary, which was transferred to NMG LB at the end of August 2020 and is expected to close in the near future.

On July 11, 2021, we announced receipt of local approval for a cannabis manufacturing facility in Cathedral City, California and execution of a lease for the facility. We have applications in process with the California Bureau of Cannabis Control (BCC) for a type “N” manufacturing license, and with the California Department of Public Health (CDPH) for a distribution license, which is anticipated to allow us to manufacture and distribute our BaM branded flower products, extracts, oils and edibles.

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In Ohio, we, through NMG, were managing the fully operational The Clubhouse dispensary located in Elyria, Ohio, which is owned by NMG Ohio LLC, of which we own 30% through our subsidiary NMG, and have an agreement to acquire the remaining 70% of NMG Ohio LLC. We received all approvals and final license and name transfer from the Ohio Department of Pharmacy in early September 2020 and transferred the dispensary license and all assets and liabilities associated with such dispensary from NMG Ohio LLC to a 100% owned subsidiary of Body and Mind; however, the transfer of the remaining 70% interest in NMG Ohio LLC to NMG will not occur until NMG Ohio LLC receives a production license. On September 17, 2021, the final award of the production license was transferred to our wholly owned subsidiary, NMG OH P1 LLC, and the transaction closed resulting in NMG now owning 100% of NMG Ohio.

In Arkansas, we, through NMG, manage the “Body and Mind” branded medical marijuana dispensary in West Memphis, Arkansas, which opened on April 27, 2020.

Our common stock is listed on the Canadian Securities Exchange under the symbol “BAMM” and our common stock is posted for trading on the OTCQB Venture Market under the symbol “BMMJ.”

Our head office located at 750 – 1095 West Pender Street, Vancouver, British Columbia, Canada V6E 2M6.

Intercorporate Relationships

The following is a list of all of our subsidiaries and the corresponding date of jurisdiction of incorporation or organization and the ownership interest of each. All of our subsidiaries are directly or indirectly owned by us:

Name of Entity	Place of Incorporation/Formation	Ownership Interest	Date of Acquisition or formation
DEP Nevada Inc. ⁽¹⁾	Nevada, USA	100%	August 10, 2017
Nevada Medical Group, LLC ⁽²⁾	Nevada, USA	100%	November 14, 2017
NMG Long Beach, LLC ⁽³⁾	California, USA	100%	December 18, 2018
NMG Cathedral City, LLC ⁽⁴⁾	California, USA	100%	January 4, 2019
NMG San Diego, LLC ⁽⁵⁾	California, USA	60%	January 30, 2019
NMG OH 1, LLC ⁽⁶⁾	Ohio, USA	100%	January 30, 2020
NMG MI 1, Inc. ⁽⁷⁾	Michigan, USA	100%	June 24, 2021
NMG MI P1 Inc. ⁽⁸⁾	Michigan, USA	100%	June 24, 2021
NMG MI C1 Inc. ⁽⁹⁾	Michigan, USA	100%	June 24, 2021

Notes:

- (1) DEP Nevada Inc. is a wholly-owned subsidiary of Body and Mind Inc.
- (2) Nevada Medical Group, LLC is a wholly-owned subsidiary of DEP Nevada Inc.
- (3) NMG Long Beach, LLC is a wholly-owned subsidiary of Nevada Medical Group, LLC.
- (4) NMG Cathedral City, LLC is a wholly-owned subsidiary of Nevada Medical Group, LLC.
- (5) NMG San Diego, LLC is a 60% owned subsidiary of Nevada Medical Group, LLC.
- (6) NMG OH 1, LLC is a wholly-owned subsidiary of DEP Nevada Inc.
- (7) NMG MI 1, Inc. is a wholly-owned subsidiary of DEP Nevada, Inc.
- (8) NMG MI C1, Inc. is a wholly-owned subsidiary of DEP Nevada, Inc.
- (9) NMG MI P1 Inc. is a wholly-owned subsidiary of DEP Nevada Inc.

Business Operations

Development of Our Business

Incorporation and Early Corporate History

We were incorporated on November 5, 1998 in the State of Delaware under the name Concept Development Group, Inc. In May 2004, we acquired 100% of Kaleidoscope Venture Capital, Inc. (formerly Vocalscape Networks, Inc.) and changed our name to Vocalscape, Inc. In November 2005, we changed our name to Nevstar Precious Metals Inc. In September 2008, we changed our name to Deploy Technologies Inc. (“**Deploy Tech**”) and effective November 14, 2017, we changed our name to Body and Mind, Inc. (“**Body and Mind**”).

On September 15, 2010, we incorporated a wholly-owned subsidiary, Deploy Acquisition Corp. (“**Deploy**”) under the laws of the State of Nevada, USA. On September 17, 2010, Deploy completed a merger with Deploy Tech, its former parent company, pursuant to which Deploy was the surviving corporation and assumed all the assets, obligations and commitments of Deploy Tech. Upon the completion of the merger Deploy assumed the name “Deploy Technologies Inc.” and all of the issued and outstanding common stock of Deploy Tech was automatically converted into and became Deploy’s – that is, our Company’s issued and outstanding common stock.

On May 10, 2011, we registered as an extra-provincial company in British Columbia, and on September 30, 2011, we filed a certificate of amendment with the Nevada Secretary of State to designate 2,900,000 shares of our authorized capital stock as Class A Preferred Shares (the “**Preferred Shares**”). On September 2, 2014, we filed a certificate of amendment with the Nevada Secretary of State increasing the authorized Preferred Shares from 2,900,000 shares to 20,000,000 shares.

On November 11, 2014, we filed a certificate of change with the Nevada Secretary of State whereby we reverse split our authorized as well as the issued and outstanding shares of common stock (the “**Common Shares**”) on the basis of one (1) new share for ten (10) old shares. This resulted in a reduction of our authorized capital from 100,000,000 Common Shares to 10,000,000 Common Shares, and a reduction of our issued and outstanding Common Shares from 23,130,209 Common Shares to approximately 2,313,021 Common Shares. On April 11, 2017, we filed a certificate of amendment with the Nevada Secretary of State to increase the authorized capital from 10,000,000 Common Shares to 900,000,000 Common Shares.

Acquisition of Nevada Medical Group, LLC

On September 14, 2017, we, with DEP, entered into a definitive agreement (the “**Share Exchange Agreement**”) with Nevada Medical Group, LLC (“**NMG**”), whereby DEP acquired all of the issued and outstanding securities of NMG in exchange for (a) 16,000,000 post reverse-split Common Shares, (b) \$2,000,000 cash, and (b) promissory notes (the “**Promissory Notes**”) in the aggregate principal amount of \$2,000,000, to the NMG securityholders on a pro rata basis in accordance with their respective ownership interest in NMG. The Promissory Notes were secured by a senior priority security interest in all of our assets, and were due to be repaid at the earlier of fifteen (15) months from the closing date of the Share Exchange Agreement, or, if an equity or debt financing subsequent to the Concurrent Financing (as defined below) were to be closed in an aggregate amount of not less than \$5,000,000, then within 30 days of the closing date of such subsequent financing. The Share Exchange Agreement closed on November 14, 2017.

Pursuant to the Share Exchange Agreement, we changed our name to “Body and Mind, Inc.”, effective on November 14, 2017, by filing a certificate of amendment with the Nevada Secretary of State; at the same time, we cancelled our entire authorized class of Preferred Shares. In addition, on November 14, 2017, we filed a certificate of change with the Nevada Secretary of State whereby we reverse split our issued and outstanding Common Shares on the basis of one (1) new share for three (3) old shares (the “**Consolidation**”) which resulted in there being 28,239,876 Common Shares issued and outstanding post-Consolidation. Subsequent to completion of the Share Exchange Agreement, we filed articles of exchange with the Nevada Secretary of State.

Concurrent with the Share Exchange Agreement, we completed an equity financing to raise aggregate gross proceeds of CAD\$6,007,430 through the issuance of subscription receipts (the “**Subscription Receipts**”), at a pre-Consolidation price of CAD\$0.22 per Subscription Receipt (the “**Concurrent Financing**”). On November 14, 2017, each Subscription Receipt was exchanged in accordance with its terms, for no additional consideration, for one pre-Consolidation Common Share and one common share purchase warrant (each a “**Warrant**”) of the Company. Each Warrant was exercisable by the holder at a price of CAD\$0.90 for a period of 24 months from the date of issuance.

On completion of the Share Exchange Agreement, we assumed the business of NMG, being the cultivation and production of medical marijuana products.

Convertible Loan and Management Agreements with Comprehensive Care Group LLC

On March 19, 2018, we, through our wholly-owned subsidiaries DEP and NMG, entered into a convertible loan agreement (the “**Convertible Loan Agreement**”) and a management agreement (the “**Management Agreement**”), respectively, with Comprehensive Care Group LLC (“**CCG**”), an Arkansas limited liability company, with respect to the development of a medical marijuana dispensary including a 50 flowering plant cultivation facility in West Memphis, Arkansas which agreements were effective as of March 15, 2019.

Pursuant to the Convertible Loan Agreement, DEP agreed to make loan advances to CCG from time to time in the aggregate principal amount of up to \$1,250,000 and as of July 31, 2020, DEP has loaned \$ 1,353,373 to CCG. The loan proceeds were used to fund the construction of the medical marijuana dispensary facility, and to provide working capital to cover initial operating expenses. The construction was completed and all permits and licenses were received for the dispensary in late April 2020, which opened for operations on April 27, 2020.

The interest on the outstanding principal amount is currently set at \$6,000 per month, payable monthly in arrears on or before the first calendar day of each month. CCG is not obligated to repay any principal outstanding under the loan until March 30, 2021. Either CCG or DEP may unilaterally extend the maturity date by one year, and may thereafter continue to extend the maturity date on a yearly basis by increments of one year (each, an “**Extension Option**”) by providing written notice of the exercise of the Extension Option by the party seeking an extension to the other party; provided, however, that under no circumstances shall any extended maturity date extend beyond the expiration of the term of the Management Agreement entered into between NMG and CCG. The Company extended the loan maturity date by one year resulting in a new maturity date of March 30, 2022. The Management Agreement has an expiration of March 15, 2024 and can be mutually extendable.

Upon the latter of: (a) one year after granting of a medical marijuana dispensary license by the Arkansas Medical Marijuana Commission to CCG, or (b) one year after entering into the Convertible Loan Agreement, DEP may, in its sole discretion, subject to DEP providing all reasonable assistance to obtain all necessary approvals from the applicable government authorities to engage in the medical marijuana dispensary business, elect to convert all of the outstanding indebtedness into preferred units of CCG equal to 40% of the overall member units of CCG, subject to approval of the Arkansas Medical Marijuana Commission, with the following preferred rights: (i) the right to an allocative share of 66.67% of the net profits of CCG (as defined in the Convertible Loan Agreement) and the right to distributions equal to 66.67% of the net profits on a monthly basis; (ii) the right to a 66.67% share of CCG’s assets upon dissolution of CCG; and (iii) the right to 66.67% of all voting rights of members of CCG. DEP is waiting for regulatory clearance from the State regulators before proceeding with the conversion

Pursuant to the Management Agreement, NMG provides operations and management services to CCG (including management, staffing, operations administration, oversight and other related services) for the medical marijuana dispensary. In consideration for such services CCG pays NMG a monthly management fee in the amount equal to 66.67% of the Monthly Net Profits (as defined below) of CCG for the immediately-preceding month. Notwithstanding the foregoing, in the event that DEP exercises its conversion right under the Convertible Loan Agreement, then NMG’s monthly management fee shall be fixed at \$6,000 per month, unless otherwise agreed by the parties in writing. For purposes of the Management Agreement, “Monthly Net Profits” means, for each calendar month, an amount equal to CCG’s gross revenue for such calendar month less CCG’s operating expenses (including cost of goods sold, interest, and tax for said month), as reasonably determined in accordance with generally accepted accounting principles.

Acquisition of NMG Ohio LLC

We, through NMG, currently own a 30% interest in NMG Ohio, LLC (“**NMG Ohio**”), which has a cannabis dispensary carrying on business as “The Clubhouse” in Elyria, Loraine County, Ohio. On January 31, 2019, we, through NMG, entered into a definitive agreement to acquire the remaining 70% interest in NMG Ohio. The consideration for the remaining 70% interest in NMG Ohio consists of cash payments totaling \$1,575,000 and 3,173,864 common shares of the Company. As at the date hereof, we have issued 3,173,864 common shares, with a fair value of \$1,188,168, and paid \$1,575,000. All share and cash payments for the transactions have been paid in full and closing of the acquisition was subject to receipt of regulatory approval, which all approvals and final license and name transfer approvals from the Ohio Department of Pharmacy were received in early September 2020 but the remaining 70% was not closed as of July 31, 2021. As such, the dispensary license for The Clubhouse dispensary, as well as the assets and liabilities associated with the dispensary, were transferred to the Company’s wholly-owned subsidiary, NMG OH 1 LLC. On September 17, 2021, the final award of the production license was transferred to our wholly owned subsidiary, NMG OH P1 LLC, and the transaction closed resulting in NMG now owning 100% of NMG Ohio.

Strategic Investment and Commercial Advisory Agreements with Australis Capital Inc.

Pursuant to an investment agreement (the “**Investment Agreement**”) entered into with Australis Capital Inc. (“**Australis**”) on October 30, 2018, whereby Australis acquired (a) 16,000,000 units of the Company, with each unit being comprised of one share of our common stock and one common share purchase warrant at a purchase price of CAD\$0.40 per unit, for gross proceeds of CAD\$6,400,000 and (b) CAD\$1,600,000 principal amount 8% unsecured convertible debentures (the “**Debentures**”) of the Company, we entered into a commercial advisory agreement (the “**Commercial Advisory Agreement**”) with Australis Capital (Nevada) Inc. (“**Australis Nevada**”), a wholly-owned subsidiary of Australis, pursuant to which Australis Nevada has agreed to provide advisory and consulting services to us for a fee of \$10,000 per month payable on the first day of each month for a term ending on the date that is the earlier of (i) five years following the closing of the transactions contemplated by the Investment Agreement, and (ii) the date Australis no longer holds 10% or more of our Company’s issued and outstanding common shares. The foregoing is more fully disclosed in our Current Report on Form 8-K filed with the SEC on November 5, 2018. On July 1, 2019, we entered into a conversion agreement with Australis, whereby Australis has agreed to convert the Debentures on July 1, 2020. Upon execution of the conversion agreement, we remitted CAD\$148,340 to Australis as an advanced interest payment for the period from November 2, 2018 to July 1, 2020. On July 1, 2020, we issued 2,909,091 Common Shares to Australis at a deemed value of CAD\$0.55 per Common Shares and the Debentures were fully converted to Common Shares.

In addition, pursuant to the terms of the Investment Agreement and subject to certain exceptions, Australis will be entitled to maintain its pro rata ownership interest of the Company until such time as it no longer holds 10% or more of our issued and outstanding common shares.

Furthermore, pursuant to the terms of the Investment Agreement and subject to applicable laws and the rules of the CSE, for as long as Australis owns at least 10% of our issued and outstanding common shares, Australis will be entitled to nominate one director for election to our Board of Directors of the Company. If Australis exercises all of its warrants and converts all of its debentures, Australis will be entitled to nominate a second director for election to our Board of Directors. Further, for as long as Australis maintains ownership of at least 25% of our issued and outstanding common shares, Australis will be entitled to maintain two directors on our Board of Directors, provided that each director nominee must meet the requirements of applicable corporate, securities and other laws and rules of the CSE. As of July 31, 2020, Australis has exercised all of its warrants and the Debentures have all been converted, however, Australis no longer maintains ownership of at least 25% of our outstanding Common Shares. Australis’ current nominee director on our Board of Directors is Brent Reuter.

On September 2, 2021, Australis ownership of Body and Mind fell below 10% which resulted in the termination of the parties obligations under the Investment Agreement and Commercial Advisory Agreement.

Transaction and Settlement with Green Light District Holdings Inc. – ShowGrow Long Beach and San Diego

Prior Agreement with Green Light District Holdings Inc.

On November 28, 2018, we entered into an interim agreement (the “**Prior GLDH Agreement**”) with Green Light District Holdings Inc. (“**GLDH**”), a private company incorporated under the laws of Delaware, and David Barakett, whereby our Company agreed to acquire up to 100% of the issued and outstanding common shares of GLDH. We concurrently made a strategic investment in a senior secured convertible note issued by GLDH in the principal amount of \$5,200,000 (the “**Prior GLDH Note**”), bearing interest at the rate of 20% per annum and maturing on November 28, 2020.

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At the time, GLDH was the owner of the ShowGrow dispensary brand, and owner of:

- (a) the ShowGrow Long Beach dispensary,
- (b) 43% of the equity interest and 60% of the voting rights in the ShowGrow San Diego dispensary, and
- (c) 30% of the equity interest in the ShowGrow Las Vegas dispensary.

GLDH is also the owner of the ShowGrow app. The dispensaries were in various stages of licensing.

In order to fund our original investment in GLDH, Australis advanced a \$4,000,000 loan which was evidenced by a senior secured note dated November 28, 2018, bearing an interest rate of 15% per annum and maturing in two years. The terms required semi-annual interest payments unless we elected to accrue the interest by adding it to the principal amount of the debt facility. We may prepay the loan at any time, in any amount, subject to a 5% prepayment penalty on any amount repaid within the first year of the loan. Additionally, Australis exercised \$1.2 million in warrants they held in our Company at an exercise price of CAD\$0.50, which equated to 3,206,160 common shares.

We paid a financing fee to Australis in the approximate amount of CAD\$795,660, by issuing 1,105,083 Common Shares at a deemed price of CAD\$0.72 per share.

Original Settlement and Release Agreement

On June 19, 2019, our Company, our indirect wholly-owned subsidiary NMG LB, and our 60% owned subsidiary NMG SD, entered into a settlement agreement (the “**Original GLDH Settlement Agreement**”) with GLDH, The Airport Collective, Inc. (“**Airport Collective**”), Mr. Barakett, and SGSD, LLC (“**SGSD**”). SGSD was the commercial tenant at 7625 Carroll Road, San Diego, California 92121 (the “**San Diego Location**”).

Pursuant to the Original GLDH Settlement Agreement, we, GLDH, and Mr. Barakett agreed to restructure the Prior GLDH Agreement, and enter into a mutual release of all claims related to the Prior GLDH Agreement.

In connection with the settlement, (a) SGSD agreed to assign its lease for the San Diego Location to NMG SD, and (b) GLDH, Airport Collective and NMG LB entered into an asset purchase agreement dated June 19, 2019 (the “**Asset Purchase Agreement**”), pursuant to which NMG LB agreed to purchase all of the assets of GLDH and Airport Collective utilized in the medical and adult-use commercial cannabis retail business at 3411 E. Anaheim St., Long Beach, CA 90804 (the “**Long Beach Location**”).

Amended and Restated Settlement and Release Agreement

On June 28, 2019, we, NMG LB, NMG SD, GLDH, Airport Collective, Mr. Barakett, and SGSD entered into an amended and restated settlement and release agreement (the “**Amended GLDH Settlement Agreement**”) which supersedes and replaces the Original GLDH Settlement Agreement. Pursuant to the Amended GLDH Settlement Agreement, the parties agreed as follows:

- i. GLDH, Airport Collective, and Mr. Barakett agreed to release us from all claims related to the Prior GLDH Agreement upon closing of the Asset Purchase Agreement in consideration of the following:
 - A. the Company issuing to Mr. Barakett or his designee up to 1,340,502 Common Shares at a deemed price of CAD\$0.7439 per share, subject to NMG SD receiving all licenses, permits, and authorizations required for NMG SD to conduct medical commercial cannabis retail operations at the San Diego Location (the “**SD Medical Licenses**”) (issued);
 - B. the Company issuing to Mr. Barakett or his designee up to 1,340,502 Common Shares at a deemed price of CAD\$0.7439 per share, subject to NMG SD receiving all licenses, permits, and authorizations required for NMG SD to conduct adult-use commercial cannabis retail operations at the San Diego Location (the “**SD Adult-use Licenses**”) (issued); and
 - C. the Company paying certain legal and consulting expenses incurred by GLDH, Airport Collective and Barakett in an aggregate amount of US\$90,500 (paid); and

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- ii. SGSD agreed to assign its lease for the San Diego Location to NMG SD, and to release our Company, NMG LB and NMG SD from any and all claims, in consideration of the payment by us of a total of USD\$500,000 to SGSD's members, to be paid and satisfied by the issuance of Common Shares to them at the maximum discount allowed by the CSE (issued).

NMG SD is owned 60% by our subsidiary, DEP, and 40% by SJJR, LLC ("SJJR"). Mr. Barakett agreed to cover SJJR's portion of all start-up costs associated with NMG SD establishing commercial cannabis operations at the San Diego Location, inclusive of: (i) the costs associated with becoming a tenant at the San Diego Location; and (ii) all construction costs associated with building out the San Diego Location for NMG SD's operations. The share consideration payable to Mr. Barakett under the Amended GLDH Settlement Agreement is subject to reduction if Mr. Barakett fails to meet this obligation on a timely basis.

NMG SD, which has assumed the lease on the ShowGrow San Diego premises, has been awarded its own medical commercial cannabis retail license and adult-use commercial retail license and commenced operations on April 15, 2020. In consideration for the landlord, Green Road, LLC, agreeing to consent to the assignment of the original lease with SGSD to NMG SD, we agreed to provide the following consideration to the landlord:

- i. \$700,000 in Common Shares of the Company calculated upon execution of the assignment and first amendment to commercial lease (the "**Assignment and First Amendment**"), dated June 13, 2019, at the maximum discount allowed by the CSE to be issued to the landlord immediately following execution of the Assignment and First Amendment (1,031,725 shares issued on August 12, 2019);
- ii. \$783,765 in cash to be paid to the landlord via bank draft within five (5) business days of execution of the Assignment and First Amendment (paid); and
- iii. \$750,000 in cash, plus interest at the rate of five percent (5%) simple per annum accruing from the effective date to be paid no later than five (5) business days of the landlord's receipt from the City of San Diego of a Conditional Use Permit allowing adult-use commercial cannabis storefront retail operations at the San Diego Location (paid).

Pursuant to the Assignment and First Amendment, the parties agreed to amend the original lease to permit NMG SD to have three (3) five (5) year renewal options as opposed to two (2) renewal options. In addition, the parties agreed to reduce the amount of the sale bonus provision in the original lease to \$1,000,000 from \$2,000,000, which shall only be payable in connection with the first two assignments triggering this obligation, and thereafter, assignments will not require payment of a sale bonus. Furthermore, the parties also amended certain provisions of the original lease to ensure that any change in members representing less than fifty percent (50%) of the existing membership interests of NMG SD shall be an excluded transaction and not trigger the sale bonus or be deemed an assignment requiring consent of the landlord.

Amended and Restated Convertible Note and General Security Agreement

As contemplated by the Original GLDH Settlement Agreement, we entered into a loan agreement with GLDH dated June 19, 2019 (the "**2019 GLDH Loan Agreement**"), pursuant to which the Prior GLDH Note has been superseded and replaced with an amended and restated senior secured convertible note payable to us by GLDH in the principal amount of \$5,200,000 (the "**Amended and Restated GLDH Note**"). The Amended and Restated GLDH Note bears interest at the rate of 20% per annum, compounded annually, and will mature and become repayable on June 19, 2022. GLDH's obligations under 2019 GLDH Loan Agreement and the Amended and Restated GLDH Note have been guaranteed by Airport Collective, and are secured under a security agreement dated June 19, 2019 by all of GLDH's and Airport Collective's personal property, including but not limited to equipment, inventory, accounts receivable, cash or cash equivalents, and rights under contracts.

Asset Purchase Agreement

Pursuant to the Asset Purchase Agreement, NMG Long Beach has agreed to purchase all of GLDH's and Airport Collective's assets (the "**Purchased Assets**") utilized in the retail cannabis business at the Long Beach Location for \$6,700,000. Upon closing of the transaction, the outstanding principal amount under the Amended and Restated GLDH Note will be applied to the purchase price, and Airport Collective will be released from its obligations as a guarantor of the GLDH's obligations under the Amended and Restated GLDH Note.

We will pay the balance of the purchase price for the Purchased Assets by issuing up to 2,681,006 Common shares at a deemed price of CAD\$0.7439 per share (issued in escrow on August 12, 2019); the number of shares required to pay and satisfy the balance of the purchase price for the Purchased Assets in the amount of \$1,500,000 was determined with reference to the Agreed Foreign Exchange Rate of CAD\$1.3296:US\$1.00. NMG LB received all approvals and license transfer from local and state authorities to conduct medical and adult-use commercial cannabis retail operation at the Long Beach Location, which were transferred to NMG LB at the end of August 2020 and is expected to close in the near future. The purchase price is fixed and the share consideration remains subject to reduction with reference to the liabilities of the business that will be outstanding on the closing date, which is expected to occur in the near future. Any final settlement that is different than currently estimated will be allocated to other income or expense.

Contemporaneous Loan

We entered into a contemporaneous loan (the "**Contemporaneous Loan**") with GLDH in the amount of \$726,720 to fund certain business improvements and expansion needs of GLDH's business operations. We and NMG LB agreed to forgive the Contemporaneous Loan on the date of closing of the Asset Purchase Agreement.

Management Assignment and Assumption Agreement

On or around August 1, 2019, NMG LB began managing the ShowGrow Long Beach business pursuant to the management assignment and assumption agreement dated June 19, 2019, among NMG LB, GLDH and Airport Collective. Under the agreement, NMG LB is entitled to manage the business and recognize the profits from the business until NMG LB receives all approval and license transfer for operations at the Long Beach Location, which were received and transferred at the end of August 2020, and the Asset Purchase Agreement is expected to close in the near future.

Transactions with Satellites Dip, LLC

On June 6, 2019, we, through our wholly-owned subsidiary, NMGCC entered into a management and administrative services agreement (the "**California Management Agreement**") with Satellites Dip, LLC, a California limited liability company ("**SD**") that is licensed to carry on commercial cannabis distribution and manufacturing operations within the state of California. Under the California Management Agreement, NMGCC agreed to provide certain management and administrative services to SD, in exchange for a management fee equal to the greater of: (a) 30% of net profits (as such term is defined in the California Management Agreement); and (b) \$10,000 per month. The California Management Agreement had an initial term expiring on June 6, 2020.

In addition, NMGCC agreed to broker commercial arrangements between SD and third-party cannabis brand owners, with the view to securing licenses for use in SD's business. In particular, NMGCC agreed: (a) that, within 30 days of the effective date of the California Management Agreement, it would arrange for its affiliate company, NMG, to license certain trademarks and other intellectual property to SD for use relation to cannabis products to be manufactured by SD (the "**Branded Products**") on terms at least as favorable as the most favored licensee; (b) to use good faith efforts to establish similar license agreements with third-party cannabis brand owners; and (c) to use good faith efforts to assist SD in the development of SD branded products in the event SD decides to create its own brand(s).

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NMGCC furnished equipment and machinery necessary for the manufacture of the Branded Products by SD. As contemplated by the California Management Agreement, NMGCC has leased such equipment and machinery to SD pursuant to an Equipment Lease Agreement between the parties dated June 6, 2019. The initial term of the Equipment Lease Agreement will expire on June 6, 2020 (see below for the Settlement Agreement and First Amendment to the Equipment Lease Agreement). It is the intent of the parties that the monthly rent payable under the Equipment Lease Agreement be completely net to NMGCC, such that NMGCC will not be liable for any costs or expenses of any nature whatsoever relating to the equipment or any improvements to the equipment, or use of the equipment. SD is solely responsible for any such costs, charges, expenses, and outlays, including taxes, maintenance, and repairs.

In conjunction with entering into the California Management Agreement, we through NMGCC entered into a loan and security agreement (the “**Loan Agreement**”) dated June 6, 2019 (see below for the Settlement Agreement and Release Agreement), whereby NMGCC loaned SD US\$250,000 to fund the property and business improvements and expansion needs of SD’s business operations. The loan was due and payable on June 6, 2020, subject to extension by mutual agreement between the parties, and bears interest at a rate of 12% per annum. Interest will accrue and be compounded quarterly, and will be payable by SD upon maturity. SD may prepay, in whole or in part, all or any portion of the principal amount and accrued interest on the loan without being subject to any pre-payment penalty. The loan was evidenced by a promissory note, and the performance of SD of its obligations under the loan agreement and the promissory note are secured pursuant to a security agreement. See Settlement and Release Agreement below.

Settlement and Release Agreement

On November 30, 2019, we through NMGCC entered into a settlement and release agreement (the “**Settlement Agreement**”) with SD whereby NMGCC and SD agreed to terminate the California Management Agreement and to enter into a mutual release of any and all claims related to the California Management Agreement, subject to the terms of the Settlement Agreement.

As of November 30, 2019, SD owed NMGCC management fees (the “**Monies Owed**”) under the California Management Agreement. In consideration of NMGCC’s discharge of the Monies Owed, SD has agreed to pay NMGCC one-hundred percent (100%) of all proceeds received from the sale of all or any part of its inventory (the “**Inventory**”) as of November 1, 2019. Pursuant to the Settlement Agreement, SD shall provide monthly updates of the remaining Inventory until the Inventory has been fully exhausted. NMGCC will determine the sale price for any item in Inventory subject to the Settlement Agreement.

As part of the Settlement Agreement, each of SD and NMGCC mutually agree to release and discharge the other from any and all claims arising from the California Management Agreement on or before November 30, 2019.

Brand Director Agreement

In conjunction with the Settlement Agreement, on November 30, 2019, NMGCC entered into a brand director agreement (the “**Brand Director Agreement**”) with SD. Pursuant to the Brand Director Agreement, SD engaged NMGCC to provide certain advisory and brand director services in connection with SD’s manufacture of Company-branded products, as well as certain other products (the “**Managed Products**”) as agreed to by NMGCC (the “**Brand Director Services**”). The initial term of the Brand Director Agreement was six months and the parties may continue to renew the Brand Director Agreement for successive three-month renewal periods.

The Brand Director Services include: (a) managing SD’s production of the Managed Products; (b) payment of a reimbursement fee to SD equal to the amount of direct costs and direct taxes applicable to the Managed Products; (c) managing inventory of the Managed Products; and (d) directing SD to enter into distribution agreements and sale agreements with third-party commercial cannabis licensees for the distribution and sale of the Managed Products in accordance with applicable law. Pursuant to the Brand Director Agreement, NMGCC will pay a monthly fee (the “**Contribution Fee**”) of \$5,000 to SD, however, SD waived payment of the Contribution Fee for the first five (5) months of the Brand Director Agreement.

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In consideration for the Brand Director Services, SD agreed to pay NMGCC a monthly brand director fee to be calculated as follows: (x) net revenue for a single calendar month, multiplied by, (y) seventy-five percent (75%); (z) plus any fees to be paid to NMGCC in connection with the equipment lease agreement (the “**Equipment Lease Agreement**”) dated June 6, 2019 (the “**Equipment Lease Fee**”) added to the product of (x) and (y), the (q) total amount shall be the fee paid to NMGCC. If the net revenue, minus the product of (x) and (y) is less than the Equipment Lease Fee in any given month, the difference shall carry over to the subsequent month, to be added to that month’s Equipment Lease Fee, or the difference may be paid by SD at its sole option. The Brand Director Agreement was terminated on April 30, 2021.

Equipment Purchase Agreement

Also in conjunction with the Settlement Agreement, on November 30, 2019, NMGCC and SD entered into an equipment purchase agreement (the “**Equipment Purchase Agreement**”) pursuant to which NMGCC agreed to purchase certain equipment (the “**Equipment**”) from SD. The aggregate purchase price for the Equipment is \$235,685.

First Amendment to the Equipment Lease Agreement

On November 30, 2019, NMGCC and SD entered into an amendment (the “**First Amendment**”) to the Equipment Lease Agreement. Pursuant to the First Amendment, NMGCC and SD amended (i) the term of the Equipment Lease Agreement to be coterminous with the Brand Director Agreement; and (ii) to update the equipment being leased pursuant to the Equipment Lease Agreement and to update the monthly rental rate for the equipment being leased.

Release & Satisfaction of Loan Agreement

On November 30, 2019, NMGCC and SD entered into a release and satisfaction of loan agreement (the “**Release Agreement**”). Pursuant to the Release Agreement, NMGCC agreed that all indebtedness of SD to NMGCC arising from the Loan Agreement (and promissory note issued in connection with the Loan Agreement) was satisfied and discharged in full. The release was granted based on SD’s obligations and duties pursuant to the Equipment Purchase Agreement and its five (5) month waiver of the Contribution Fee under the Brand Director Agreement.

Nevada Production Facility

On June 20, 2019, we announced the receipt of a conditional use permit from Clark County, Nevada, for a new production facility located within one mile of NMG’s existing cultivation facility located at 3375 Pepper Lane, in Las Vegas. The facility is approximately 7,500 square feet, and tenant improvement of the building holding the facility was completed in February 2020. The facility includes high-volume extraction equipment, which we expect will dramatically increase our manufacturing capacity and efficiency for our extraction products, including oils, wax, live resin and ambrosia. The facility also expands the kitchen area and creates an opportunity for the Company to white label for brands seeking an entry to the Nevada market. After passing all inspections, receiving all permits, and finalizing license transfer approvals, the new production facility began operations in March 2020.

Our Products and Services

We cultivate and produce medical and adult-use recreational marijuana products such as cannabis flower, oil extracts and edibles under the brand name “Body and Mind”. We also produce products under license agreements.

We have built our business plan around capitalizing on the medical-use and recreational cannabis markets. The regulated medical and recreational use cannabis industry is a rapidly growing industry that presents a unique opportunity under current market conditions. In the United States, the development and growth of the industry has generally been driven by state law and regulation. Accordingly, the market varies on a state-by-state basis. State laws that legalize and regulate medical-use cannabis allow patients to consume cannabis for medicinal reasons with a doctor’s recommendation subject to various requirements and limitations. States have authorized numerous medical conditions as qualifying conditions for treatment with medical-use cannabis, including but not limited to treatment for cancer, glaucoma, HIV/AIDS, wasting syndrome, pain, nausea, seizures, muscle spasms, multiple sclerosis, post-traumatic stress disorder (PTSD), migraines, arthritis, Parkinson’s disease, Alzheimer’s disease, lupus, residual limb pain, spinal cord injuries, inflammatory bowel disease and terminal illness.

As of the date of this Annual Report on Form 10-K, 35 states and the District of Columbia have passed laws allowing their residents to use medical cannabis.

We believe that the following conditions create an attractive opportunity for the cultivation and production of products within the medical and recreational use cannabis industry:

- Significant industry growth in recent years and expected continued growth;
- A shift in public opinion and increasing momentum toward the legalization of cannabis;
- Limited access to capital by industry participants in light of risk perceived by financial institutions of violating federal laws and regulatory guidelines for offering banking services to cannabis-related businesses;
- NMG is currently in the process of obtaining a recreational distribution license;
- NMG currently has three main product lines: (i) flower, (ii) edibles, and (iii) extracts; and
- NMG currently cultivates recreational marijuana.

Notwithstanding the foregoing market opportunity and trends, and despite legalization at the state level, we continue to believe that the current state of federal law creates significant uncertainty and potential risks associated with investing in medical-use and recreational-use cannabis facilities.

We have a Nevada cannabis distribution license to distribute our products and our primary market is in the State of Nevada.

In addition to Body and Mind branded products, NMG manufactures products for national brands including Her Highness and GPen.

Our Strategy

Body and Mind's strategy is focused on a platform approach to expansion which focuses on limited license states and jurisdictions. We work to maximize shareholder value through:

- 1) Production and distribute Body and Mind branded products (production and/or cultivation);
- 2) Use excess production capacity to produce and distribute synergistic third party brands;
- 3) Own or operate strategic retail stores for vertical integration; and
- 4) Enter new markets through lower cost applications and opportunistic / targeted acquisitions.

We have a track record of award-winning cannabis strains, flower and extracts and as early entrants to the Nevada market management has experience with writing license applications, cultivating and operating efficiently and working within a strict metric or track and trace environment.

We have developed the premium, marquis lifestyle "Body and Mind" brand in Nevada with strong penetration into dispensaries. The Body and Mind brand appeals to a wide range of cannabis consumers with products including oils, extracts (wax, live resin, ambrosia) and edibles.

We have a long track record of producing award-winning cannabis products and we have success with licensing to manufacture for brands. We currently produce cannabis oil cartridges for Gpen, a well known vaporizer manufacturer. We currently produce cannabis products for Her Highness, a female focused cannabis brand. We have constructed and are operating in a new larger production facility and are in discussions with several cannabis brands who may be interested in having Body and Mind produce their brand and products under license in Nevada.

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NMG was organized as a limited liability company under the laws of the State of Nevada on March 3, 2014. NMG was an early applicant in Nevada in 2014 and was awarded one of the first state medical licenses for both cultivation and production of marijuana. NMG has been a licensed producer and cultivator of cannabis products since it was issued its first cultivation license on November 5, 2015 and production license on December 10, 2015. On July 1, 2017, NMG was awarded an additional state recreational cultivation and production license. NMG produces cannabis flower, oil extracts and edibles, which are available for sale under the brand name “Body & Mind” in dispensaries in Nevada.

NMG has several growth initiatives underway including new product introductions, product licensing, third party extraction, out-of-State licensing, and acquisitions.

Since our acquisition of NMG, as discussed in more detail above, we have been focused on:

- (1) improving NMG’s existing facility;
- (2) increasing product availability; and
- (3) lowering production costs.

Increased Product Availability

We focused on flower and developing top end strains during the early years of our business. When Nevada was a medical only market we performed significant research on edibles with products including granola bars, beef jerky, hard candies and gummies. We also performed significant research on extraction with products ranging from shatter, rosin, distillate and raw oil.

As adult recreation rules changed the products that could be produced, we have focused on increasing our product offerings and licensing opportunities. We have determined that the edible market is a sector of the marijuana industry with a high profit margin.

In addition, we have implemented improved recipes of our established edible products which has increased our product’s shelf life and improved taste. We have developed preparation recipes for our Pretzel Bites which is our top selling edible product and we have implemented an improved recipe for our gummies products.

We continually work on research for new edible products and developing recipes.

Lowering Our Production Costs

As cannabis flower continues to be the foundation product for the marijuana industry, we are striving for continuous improvement to our cultivation process. Our aim will always focus on increasing the production yields of each harvest, and to obtain the highest quality product harvest. Doing so achieves two things for us and our customers: (1) allows us to maximize our profit; and (2) gives our customers the best value for their dollar by offering high quality THC products.

Effect of Existing or Probable Governmental Regulations on the Business

The United States Food and Drug Administration (FDA) regulates all food and food ingredients introduced into or offered for sale in interstate commerce (with the exception of meat, poultry, and certain processed egg products). At this time, our edible food products are not introduced into or offered for sale in interstate commerce, and FDA approval of our edible products is not required. However, we must, and do, comply with food labeling requirements set forth by the Southern Nevada Health District (SNHD) and the Nevada Department of Taxation, which include: a statement of identity, net quantity of contents, ingredient statement, manufacturer information, nutritional labeling, “use-by” date, safe handling instructions, an allergen statement, “Keep out of reach of children” statement, “THIS IS A CANNABIS PRODUCT” statement, cannabinoid profile, terpenoid profile, total amount of THC, our production license number, production run number, date of production, date of final testing, date on which the product was packaged, etc.

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Our operations as a licensed cultivator and producer of marijuana and marijuana products could be found in violation of the federal Controlled Substances Act. Due to this, we may face higher federal income tax liability as it is subject to Section 280E of the Internal Revenue Code. Section 280E of the Internal Revenue Code disallows a cannabis company from deducting any expenses from their income on its federal income tax return, except for those considered to be cost of goods sold (COGS). While this severely impacts marijuana retailers, as opposed to cultivators and producers, we do face higher federal income tax liability than a non-cannabis company.

The State of Nevada, per Nevada Revised Statutes Section 372A.290, has implemented the following taxes on marijuana and marijuana products: (i) a fifteen percent (15%) excise tax on the wholesale sale which is paid by the cultivator and is calculated on the fair market value at wholesale set by the Department of Taxation, and (ii) a ten percent (10%) excise tax on the retail sale which is paid by the retail store. We are obligated to collect and remit the wholesale cultivation tax on all wholesale sales and file the appropriate tax returns on a monthly basis. We currently do not have retail operations in Nevada, and therefore are not required to collect and/or remit any retail taxes. All marijuana and marijuana products sold at retail must also pay and remit sales taxes at the applicable local sales tax level.

Principal Products and Services

We cultivate and produce medical and adult-use recreational marijuana products such as cannabis flower, oil, extracts and edibles under the brand name “Body and Mind”.

Principal Products

Finished Flower Buds – Packaged flower buds sold by strain type. We sell our Flower in various packaged weights (1.0 Gram, 3.5 Gram, and by the pound being the most popular). Flower strains include GC4, Key Lime Pie, Mandarin Cookies, Donuts, Purple Punch, Sequoia Strawberry, Sin Mint Cookies, True Power and White Nightmare.

Pre-Rolled Joints – grinded flower buds rolled in joint paper by strain type. Each pre-roll is one gram. Roughly 3 to 6 strains are available at any time and can include strains such as GC4, Key Lime Pie, Mandarin Cookies, Donuts, Purple Punch, Sequoia Strawberry, Sin Mint Cookies, True Power and White Nightmare.

Pre-Rolled Blunts – grinded flower buds rolled in blunt joint paper by strain type. Each pre-roll blunt is one gram. Roughly 3 to 6 strains are available at any time and can include strains such as GC4, Key Lime Pie, Mandarin Cookies, Donuts, Purple Punch, Sequoia Strawberry, Sin Mint Cookies, True Power and White Nightmare.

Concentrates (in various forms) – these are concentrates with various consistencies regarding their final form:

- Shatter – a glass like concentrate
- Sugar – a sugar/salt like concentrate
- Ambrosia – a sugar/ salt like concentrate with terpenes added
- Badder – a concentrate with a malleable texture
- Live Resin Sugar – made from extracting material that was frozen immediately after harvesting

Raw Distillate Oil Cartridges – vaporizer cartridge filled with our in-house produced distillate oil. Raw Distillate flavors include Blackberry, Bruce Banner, Canteloupe, Do Si Do, Forbidden Fruit, Gelato, Guava, Hardcore OG, Lime, Mandarin Cookies, Mimosa, Pineapple, Strawberry Diesel, Tangerine, Watermelon. Raw distillate oil cartridges are available with either 0.5 gram or 0.25 grams of distillate

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G Pen Gio Cartridges – vaporizer cartridges for Gpen vaporizers filled with our in-house produced distillate oil. G Pen Gio cartridge flavors include Blackberry, Bruce Banner, Canteloupe, Do Si Do, Forbidden Fruit, Gelato, Guava, Hardcore OG, Lime, Mandarin Cookies, Mimosa, Pineapple, Strawberry Diesel, Tangerine, Watermelon. G Pen Gio cartridges are available with either 0.5 gram or 0.25 grams of distillate.

Edibles – distillate infused edible products. Our top selling edible product is our pretzel bites which are available in 10 piece and 3 piece packages and have distillate infused butter caramel sandwiched between two pretzels which are dipped in chocolate. Limited edition runs of pretzel bites have been created for Independence Day as well as a custom run with neoh and coconut for a Las Vegas music festival.

Distribution Methods

In Nevada, we sell directly to licensed Nevada dispensaries.

In Ohio, we, through NMG, have been managing the fully operational Clubhouse dispensary located in Elyria, Ohio, which is 30% owned by NMG. The Clubhouse dispensary was transferred to a 100% owned subsidiary of DEP on September 4, 2020.

In Arkansas, we, through NMG, manage the “Body and Mind” branded medical marijuana dispensary in West Memphis, Arkansas, which opened on April 27, 2020. Medical marijuana dispensaries in Arkansas allow limited cultivation and Body and Mind commenced operation of the cultivation facility in April 2021. As part of an initial cultivation program seeds were planted and clones were taken during FY2021 with initial plants moved into flowering in September 2021.

Sources and availability of raw materials

Finished Flower – In Nevada, our clones are all produced in-house from older batches of plants. Other clone sources are readily available to purchase throughout Nevada. Our coco growing medium (soil like material) is the only component of raw materials that is produced outside of our control. Coco suppliers are readily available in the event of a loss of our supplier. We produce our nutrients in-house using basic nutrients readily available in the cultivation market. Our packaging is produced overseas, and suppliers are readily available.

Pre-Rolled Joints – In Nevada, our flower buds produce the material for our pre-rolls. All of our pre-roll packaging is easily obtained. There are numerous suppliers of joint paper, joint vials, and other joint packaging materials. In California, the source for our pre-rolled joints is tested quality flower from licensed facilities. We have relationships with licensed cultivators and there are numerous licensed cultivators who can supply flower. Our packaging is produced overseas, and suppliers are readily available.

Concentrates – our flower is used to produce our concentrates. All the chemicals, supplies, and equipment required to produce concentrates can be easily obtained.

Vape Cartridges – our flower and extraction process is used to produce the oil placed in vape cartridges. The vape cartridge and packaging is obtained from 3rd party suppliers and there are numerous suppliers that can meet our demand. The company does not use vitamin E acetate or any other artificial agent for thinning any cannabis oil products.

Distillate Oil - our flower is used to produce distillate oil. The packaging is obtained from 3rd party suppliers. There are plenty of suppliers that can meet our demand. All chemicals required for the distillation are common and readily available for purchase.

Rosin – our flower is used to produce rosin. Our packaging is obtained from 3rd party suppliers and there are plenty of suppliers to meet our demand.

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Edibles – all ingredients are locally sourced. We use our in-house produced distillate oil to infuse all the edibles. We cultivate and produce medical and recreational marijuana products such as flower, oil extracts and edibles under the brand name “Body and Mind”.

Competitive business conditions

Supply & Demand - as our competitors expand operations, there is more supply creating less demand for mid and low quality cannabis products. We continue to provide high quality products, excellent customer service, and competitive prices.

We have built our business plan around capitalizing on the medical-use and recreational cannabis market. The regulated medical-recreational use cannabis industry is a rapidly growing industry that presents a unique opportunity under current market conditions. In the United States, the development and growth of the industry has generally been driven by state law and regulation, and accordingly, the market varies on a state-by-state basis.

We believe that the following conditions create an attractive opportunity for the cultivation, production and retail sales of products within the medical recreational-use cannabis industry:

- Significant industry growth in recent years and expected continued growth;
- A shift in public opinion and increasing momentum toward the legalization of cannabis;
- Limited access to capital by industry participants in light of risk perceived by financial institutions of violating federal laws and regulatory guidelines for offering banking services to cannabis-related businesses;
- Opportunity for skilled operators to transfer operational and execution experience to new facilities and operations.

Notwithstanding the foregoing market opportunity and trends, and despite legalization at the state level, we continue to believe that the current state of federal law creates significant uncertainty and potential risks associated with investing in medical-use and recreational-use cannabis facilities.

We have a distribution licence and infrastructure to distribute our products and our primary market is in State of Nevada.

Product Regulation

State laws that legalize and regulate medical-use cannabis allow patients to consume cannabis for medicinal reasons with a doctor’s recommendation subject to various requirements and limitations. In Nevada, an applicant of a medical-use cannabis card must obtain verification from attending provider of health care that the person has been diagnosed with a chronic or debilitating medical condition, and its symptoms may be mitigated by the medical use of marijuana. Nevada has characterized the following as “chronic or debilitating medical conditions”: acquired immune deficiency syndrome; cancer, glaucoma, a medical condition or treatment for a medical condition that produces cachexia, persistent muscle spasms, seizures, severe nausea, or severe pain. The above list may be amended or added to from time to time. Nevada extends reciprocity for non-residents who hold a valid medical-use card in their state of residence, as long as the person abides by Nevada’s legal limits on the possession. Medical-use card holders may not possess more than two and one-half ounces of usable marijuana in any one 14-day period.

In Ohio, patients must have a qualifying medical condition to be eligible for a medical-use card. Such qualifying medical conditions include: HIV/AIDS; Alzheimer’s disease; amyotrophic lateral sclerosis (ALS); cancer; chronic traumatic encephalopathy (CTE); Crohn’s disease; epilepsy or another seizure disorder; fibromyalgia; glaucoma; hepatitis C; inflammatory bowel disease; multiple sclerosis; pain that is chronic and severe, or intractable; Parkinson’s disease; post-traumatic stress disorder; sickle cell anemia; spinal cord disease or injury; Tourette’s syndrome; traumatic brain injury; and ulcerative colitis. Ohio prohibits smoking of medical-use cannabis, but permits oils, tinctures, plant material, edibles and patches. Ohio medical-use card holders may not possess more than a 90-day supply of medical marijuana, which is defined by form, as follows: plant material- no more than eight ounces of tier I medical marijuana, no more than five and three-tenths ounces of tier II medical marijuana; no more than twenty-six and fifty-five-hundredths grams of THC content in patches for transdermal administration or lotions, creams, or ointments for topical administration; no more than nine and nine-tenths grams of THC content in oil, tincture, capsule, or edible form for oral administration; no more than fifty-three and one-tenths grams of THC content in medical marijuana oil for vaporization.

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In November 2016, California and Nevada voters both approved cannabis use for adults over the age of 21 without a physician's prescription or recommendation, and permitted the cultivation and sale of marijuana, in each case subject to certain limitations. We have obtained the necessary permits and licenses to expand our existing business to cultivate and distribute cannabis in compliance with the laws in the State of Nevada and California. Despite the changes in state laws, cannabis remains illegal under federal law. In November 2016, California voters approved Proposition 64, which is also known as the Adult Use of Marijuana Act ("the AUMA"), in a ballot initiative. Among other things, the AUMA makes it legal for adults over the age of 21 to use marijuana and to possess up to 28.5 grams of marijuana flowers and 8 grams of marijuana concentrates. Individuals are also permitted to grow up to six marijuana plants for personal use. In addition, the AUMA establishes a licensing system for businesses to, among other things, cultivate, process and distribute marijuana products under certain conditions. On January 1, 2018, the California Bureau of Marijuana Control enacted regulations to implement the AUMA. Nevada voters approved Question 2 in a ballot initiative in November 2016. Among other things, Question 2 makes it legal for adults over the age of 21 to use marijuana and to possess up to one ounce of marijuana flowers and one-eighth of an ounce of marijuana concentrates. Individuals are also permitted to grow up to six marijuana plants for personal use. In addition, Question 2 authorizes businesses to cultivate, process and distribute marijuana products under certain conditions.

The U.S. Department of Justice (the "DOJ") has not historically devoted resources to prosecuting individuals whose conduct is limited to possession of small amounts of marijuana for use on private property but has relied on state and local law enforcement to address marijuana activity. In the event the DOJ reverses its stated policy and begins strict enforcement of the CSA in states that have laws legalizing medical marijuana and recreational marijuana in small amounts, there may be a direct and adverse impact to our business and our revenue and profits.

We are monitoring the current federal administration's, the DOJ's and Congress' positions on federal marijuana law and policy. Since the beginning of the new Congress in January 2019, there have been positive discussions about the Federal Government's approach to cannabis. The DOJ has not signaled any change in their enforcement efforts. Based on public statements and reports, we understand that certain aspects of those laws and policies are currently under review, but no official changes have been announced. It is possible that certain changes to existing laws or policies could have a negative effect on our business and results of operations. Although the possession, cultivation and distribution of marijuana for medical and adult use is permitted in California and Nevada, provided compliance with applicable state and local laws, rules, and regulations, marijuana is illegal under federal law. We believe we operate our business in compliance with applicable Nevada, California, Ohio and Arkansas laws and regulations. Any changes in federal, state or local law enforcement regarding marijuana may affect our ability to operate our business. Strict enforcement of federal law regarding marijuana would likely result in the inability to proceed with our business plans, could expose us to potential criminal liability and could subject our properties to civil forfeiture. Any changes in banking, insurance or other business services may also affect our ability to operate our business.

Competitive Conditions and Position

Production and Sales

NMG has a number of licenses and a long-term lease for a facility allowing it to cultivate, produce and distribute medical and recreational marijuana. In addition to flower products, we produce marijuana extract products such as distillate oil, ice wax, dry sift, shatter, edibles and topicals.

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The Nevada, California, Ohio and Arkansas Markets

We face competition from a variety of competitors. Several factors impacting competition include, but are not limited to, the quality control and consistency of products being produced, the hiring and retention of competent personnel within the industry, brand marketing and production costs.

The United States Market

We face competition from a diverse mix of market participants, including, but not limited to, independent investors, hedge funds and other cannabis operators, all of whom may compete with us to acquire real estate zoned for medical-use and/or recreational-use cannabis facilities. The current market for medical and recreational marijuana products may be limited as more competitors enter the market.

See – *Risk Factors – Risks related to the Business and Industry.*

Intellectual Property

Patents and Trademarks

We currently have “BaM” trademarked in Nevada, Montana and Colorado. The description of the Trademark is: Capital “B” lowercase “a” capital “M” which is an abbreviation for Body and Mind.

Nevada – NMG filed and registered the “BaM” trademark with the State of Nevada effective January 26, 2016. The trademark expired January 26, 2021.

Montana - NMG filed and registered the “BaM” trademark with the State of Montana effective July 20, 2017. The trademark expires July 20, 2022.

Colorado - NMG filed and registered the “BaM” trademark with the State of Colorado effective August 16, 2017. The trademark expires August 16, 2021.

Employees

Including all companies, we currently have 101 full-time employees across all of its locations.

Material Contracts

Other than already disclosed above under the subsection titled “Description of Our Business”, we have the following material contracts:

Trademark and Technology License and Services Agreement

In connection with the Asset Purchase Agreement, we and our affiliates and subsidiaries, will license certain intellectual property from Green Light District Management, LLC (“GLDM”), a Delaware limited liability company, and GLDH. The licenses consist of:

- (a) a perpetual license to utilize operational intellectual property, consisting of customer data, sales data, customer outreach strategies standard operating procedures, and other proprietary operational intellectual property; and
- (b) a two-year license to utilize intellectual property such as trademarks and branding (the “**Branding IP**”).

As consideration for the licenses, we have agreed to utilize the Branding IP until June 19, 2021 at the Long Beach Location, and at the San Diego Location for a period of two years from operations commencing at that location. Additionally, we have agreed to pay GLDM and GLDH 3% of gross receipts from sales at the Long Beach Location on a monthly basis for only the first twelve months of the term of the license agreement. This commitment ended on July 31, 2020. We have agreed that, throughout the term of the license agreement, we will purchase all products and merchandise bearing the “ShowGrow” brand exclusively from GLDM. GLDM has agreed that it shall not itself utilize, nor allow any third-party to utilize, the Branding IP within a five mile radius of the Long Beach Location. GLDM has also agreed to provide certain services to our Company throughout the term of the license agreement.

Loan Agreement

On July 19, 2021, we (also referred to as the “**Borrower**”), along with our subsidiaries, DEP Nevada Inc., Nevada Medical Group, LLC, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG Cathedral City, LLC, NGM CA 1, LLC, NMG CA C1, LLC, NMG MI 1, Inc., NMG MI P1, Inc., and NMG MI C1, Inc. (each, a “**Guarantor**” and collectively, the “**Guarantors**”) entered into and closed a loan agreement (the “**Loan Agreement**”) with FG Agency Lending LLC (the “**Agent**”) and Bomind Holdings LLC (the “**Lender**”), dated July 19, 2021. Upon entering into the Loan Agreement and the associated loan documents and agreements described below, the Lender provided the initial term loan (the “**Initial Term Loan**”) in the face amount of US\$6,666,667 of which US\$6,000,000 was advanced to the Company with the 10% representing an origination discount (the “**Origination Discount**”) as consideration for the use or forbearance of money. We may draw upon the remaining face amount of US\$4,444,444 (the “**Delayed Draw Term Loan**”) upon providing a 30-day request to the Agent by December 1, 2021, whereby US\$4,000,000 will be advanced to the Company after applying the Origination Discount. The Initial Term Loan and the Delayed Draw Term Loan mature on July 19, 2025 and bear interest at a rate of 13% per annum payable on the first day of each month hereafter.

Pursuant to the Loan Agreement, we have issued an aggregate of 8,000,000 common stock purchase warrants (each, a “**Warrant**”) to the Agent of which (i) 4,800,000 Warrants will entitle the holder to acquire shares of common stock (each, a “**Warrant Share**”) at an exercise price of US\$0.40 per Warrant Share until July 19, 2025, and (ii) 3,200,000 Warrants will be held in escrow by us and released to the Agent at the time the Company draws on the Delayed Draw Term Loan, or cancelled if we do not draw on the Delayed Draw Term Loan, which will entitle the holder to acquire a Warrant Share at an exercise price of US\$0.45 per Warrant Share until July 19, 2025.

The Initial Term Loan is evidenced by a Term Note (a “**Term Note**”), which is attached as Exhibit C to the Loan Agreement. If the Delayed Draw Term Loan is drawn upon by us, it will also be evidenced by a separate Term Note.

The following table sets forth additional terms of the Loan Agreement and the other loan documents entered into on July 19, 2021:

Loan Term	Four years
Face Amount	US\$11,111,111 (the “Face Amount”) funded in two (2) draws: (i) Initial Term Loan of US\$6,666,667 issued on closing; and (ii) Delayed Draw Term Loan of US\$4,444,444 issued upon 30 day request of the Company, which request must be made to the Agent by December 1, 2021.
Interest Rate	13% per annum, payable monthly in cash on the first of each month following funding
Default Interest Rate	20% per annum (inclusive of the 13% rate noted above)
Origination Discount	10% of the Face Amount treated as consideration for the use or forbearance of money
Agent Fee	The Borrower paid the Agent a US\$66,666.67 fee upon execution of the Loan Agreement, which was withheld from the initial advance of the Initial Term Loan made by the Lender. A further Agent Fee of \$44,444.44 will be withheld from the advance of the Delayed Draw Term Loan made by the Lender, if drawn upon by the Company.
Lender Expenses	The Borrower is required to pay the Lender’s reasonable costs, fees and expenses, including attorney’s fees, in connection with entering into the Loan Agreement and the other loan documents, subject to a cap of US\$125,000.
Voluntary Prepayment	The Borrower may not prepay within one year of the closing date (“ No Call Period ”). Provided that no event of default has occurred following the No Call Period, Borrower may prepay the principle balance, in a minimum amount of US\$1,000,000, at the following rates: (1) Following the No Call Period through two-year anniversary of the Closing Date: 107%; (2) Following the two-year anniversary of the Closing Date through the three-year anniversary of the Closing Date: 103%; and (3) following the three year anniversary of the Closing Date and prior to the Maturity Date: 100%.
Mandatory Prepayment	Under certain circumstances, if the Borrower or any Guarantor incurs insurance claims or condemnation proceedings, then Borrower or the Guarantor must either reinvest such proceeds in assets useful to the Borrower’s or Guarantor’s business, as applicable, or use the resulting net cash proceeds to prepay the loan. There are mandatory prepayment provisions for some change of control scenarios.
Financial Covenants	The Borrower and its subsidiaries taken as a whole are required to have at least \$1,500,00 in liquidity at all times reported monthly. The Borrower and Guarantors on a consolidated basis must maintain a leverage ratio of at least 3:1 for acquisitions.
Other Covenants	The Borrower and its subsidiaries are subject to additional covenants customary for this type of transaction, including without limitation, covenants related to notices of certain events and reporting, and covenants restricting the Borrower’s and its subsidiaries’ business activities, other debt, fundamental transactions, acquisitions and dispositions, investments, dividend payments and affiliate transactions, in each case subject to mutually agreed upon qualifications and exceptions.
Events of Default	The Loan Agreement contains events of defaults customary for this type of transaction, some of which are subject to mutually agreed upon cure periods and notice requirements.
Remedies	The Loan Agreement and the other loan documents contain remedies customary for this type of transaction, including, without limitation, giving the Lender the ability to declare the loan and all amounts owed under the Loan Agreement due and payable upon the occurrence of an event of default and to operate or sell collateral and use the proceeds to repay the loan.
Other Provisions	The Loan Agreement and the other loan documents contain other provisions customary for this type of transaction, including, without limitation, representations and warranties, indemnities and confidentiality undertaking.

Security Agreement

On July 19, 2021 (the “**Effective Date**”), we and the Guarantors (collectively, the “**Grantors**”) entered into a security agreement (the “**Security Agreement**”) with the Agent (acting as the agent to the Lender) (the Agent and the Lender being referred to herein as, the “**Secured Parties**”) wherein Grantors have granted to Secured Parties a security interest in and to certain assets of the Grantors in order to secure our obligations pursuant to the Loan Agreement.

Pursuant to the Security Agreement, the Grantors are granting to the Secured Parties a security interest in all personal property and other assets owned as of the Effective Date or acquired thereafter (the “**Collateral**”). Certain assets are excluded from the Collateral such as: (i) intent to use United States trademark applications; (ii) certain assets acquired with third-party financing (provided that such financing does not amortize prior to the maturity date of the Loan Agreement, matures at least 1 year after maturity of the Loan Agreement and the leverage ratio remains 3:1 following financing for such assets); and (iii) rights to licenses or contracts where granting liens is prohibited by law.

Upon a default under the Loan Agreement, the Secured Parties may enter upon the premises of the Grantors where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving the Grantors or any other Person notice and opportunity for a hearing on the Secured Parties’ claim or action and may collect, receive, assemble, process, appropriate and realize the Collateral, or any part thereof. In such event, the Grantors agree to assemble the Collateral and make it available to the Agent. Until the Agent is able to effect a disposition of the Collateral, the Agent shall have the right to hold or use the Collateral, or any part thereof, to the extent that it deems appropriate in its sole discretion for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Agent. Agent shall not have any rights to take any action that would violate law.

To protect the Secured Parties’ interests in the Collateral, the Grantor’s have executed a power of attorney appointing Agent as the Grantors’ attorney in fact with such power and appointment only exercisable in the event of a default under the Loan Agreement and we have further agreed to file all UCC Financing Statements evidencing the granted security interests set forth in the Security Agreement.

Pledge Agreement

On July 19, 2021, we and our subsidiaries, DEP and NMG (collectively, the “**Pledgors**”) entered into a Pledge Agreement (the “**Pledge Agreement**”) with the Agent (acting as the collateral agent for the Lender) (the Lender and Agent are referred to herein as, the “**Secured Parties**”) wherein Pledgors have pledged certain of Pledgors’ equity interests in various subsidiaries in order to secure our obligations pursuant to the Loan Agreement.

Pursuant to the Pledge Agreement, Pledgors are pledging to the Secured Parties a lien on certain equity interests in Pledgors’ subsidiaries as follows (collectively, the “**Pledged Collateral**”):

- 1) Company is pledging to the Secured Parties all rights, privileges and interests in Company’s equity securities in DEP, which comprises of one hundred percent (100%) of the issued and outstanding shares of DEP;
- 2) NMG is pledging to the Secured Parties all rights, privileges and interests in NMG’s equity securities in NMG Ohio, which comprises of one hundred percent (100%) of the issued and outstanding membership interest of NMG Ohio; and
- 3) DEP is pledging to the Secured Parties all rights, privileges and interests in DEP’s equity securities in NMG, NMG OH 1, LLC, NMG OH P1, LLC, NMG LONG BEACH, LLC, NMG MI C1, INC., NMG MI P1, INC., NMG MI 1, INC., NMG CA C1, LLC, NMG CA P1, LLC, NMG CA 1, LLC, and NMG CATHEDRAL CITY, LLC (collectively, the “**DEP Pledged Subsidiaries**”). DEP owns one hundred percent (100%) of the issued and outstanding equity interests in each of the DEP Pledged Subsidiaries (collectively, DEP, NMG Ohio, and the DEP Pledged Subsidiaries being, the “**Pledged Entities**”).

The pledge, assignment and delivery of the Pledged Collateral pursuant to the Pledge Agreement creates a valid first priority lien. Without the prior written consent of the Agent, no Pledgor will sell, assign, transfer, pledge, or otherwise encumber any of its rights in or to the Pledged Collateral, or any unpaid dividends, interest or other distributions or payments with respect to the Pledged Collateral.

As long as no default under the Loan Agreement has occurred and is continuing, Pledgors shall have the right to vote and give consents with respect to the Pledged Collateral for all purposes not inconsistent with the provisions of the Pledge Agreement.

Upon a default, the Agent, acting on behalf of the Secured Parties, is hereby authorized and empowered to (i) transfer the Pledged Collateral to the Secured Parties; (ii) transfer and register in its name the Pledged Collateral; (iii) exchange certificates representing Pledged Collateral for certificates of smaller or larger denominations, (iv) exercise the voting and all other rights; (v) collect and receive all cash dividends; (vi) notify the Pledged Entities to make payment to Agent of any amounts due in connection with the Pledged Collateral; (vii) endorse instruments in the name of the Pledgors to allow collection; (viii) enforce collection of any of the Pledged Collateral by suit or otherwise; (ix) sell, with notice and in accordance with applicable law, Pledged Collateral; (x) act with respect to the Pledged Collateral as though Agent was the outright owner; (xi) appoint a receiver (selected by Agent in its sole discretion) to administer the Pledged Collateral; and (xii) exercise any other rights or remedies the Secured Parties may have under the UCC or other applicable law.

Pledgors irrevocably appoint the Agent acting on behalf of the Secured Parties, as the proxy and attorney in fact with respect to the Pledged Collateral.

Omnibus Collateral Assignment

On July 19, 2021, we and our subsidiaries, DEP, NMG, NMG MI 1, Inc. (“**NMG MI 1**”), NMG MI C1, Inc. (“**NMG C1**”) and NMG MI P1, Inc. (“**NMG MI P1**”) (collectively, the “**Assignors**”) entered into an Omnibus Collateral Assignment (the “**Collateral Assignment**”) with the Agent wherein Assignors have granted to the Agent for the benefit of the Lender certain rights, interests and privileges of Assignors in and to certain contracts in order to secure our obligations pursuant to the Loan Agreement.

Pursuant to the Collateral Assignment, Assignors have granted to the Agent for the benefit of the Lender(s) a security interest in all the rights, interests and privileges which such Assignor has or may have in or under the following contracts (the “**Assigned Contracts**”):

1. Management Agreement between NMG and Comprehensive Care Group, LLC dated March 15, 2019;
2. Convertible Credit Facility Agreement from DEP to NMG MI 1, Inc. (formerly NMG MI 1, LLC) dated February 1, 2021;
3. Convertible Credit Facility Agreement from DEP to NMG MI C1, Inc. (formerly NMG MI C1, LLC) dated February 1, 2021; and
4. Convertible Credit Facility Agreement from DEP to NMG MI P1, Inc. (formerly NMG MI P1, LLC) dated February 1, 2021.

The rights of the Agent may only be exercised in the event of a default and the exercise of such rights must not violate any applicable law. Each Assignor, upon the occurrence and continuation of a default, authorizes the Agent on behalf of the Lender(s), at the Agent’s option and without notice, to directly receive any and all payments and other benefits owed to any Assignor under any Assigned Contract.

Intercompany Subordinated Demand Promissory Note

On July 19, 2021, we and our subsidiaries (DEP, NMG, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG MI C1, Inc., NMG MI P1, Inc., NMG MI 1, Inc., NMG CA C1, LLC, NMG CA P1, LLC, NMG CA 1, LLC and NMG Cathedral City, LLC) (collectively, the “**Affiliate Obligor**s”) entered into a Intercompany Subordinated Demand Promissory Note wherein Affiliate Obligor agree and acknowledge that all debt, liabilities and obligations owing or due, or to become due, to any other of our subsidiaries will be subordinate, and junior (the “**Subordinated Debt**”) to the discharge of our obligations under the Loan Agreement.

So long as no default has occurred under the Loan Agreement, each Affiliate Obligor may make payments on account of the Subordinated Debt in the ordinary course of business, solely to the extent such payments are permitted under the Loan Agreement. Upon default, no Affiliate Obligor shall make, accept or receive, any payment of Subordinated Debt Payment.

Until our satisfaction of all obligations under the loan, no subsidiary holding rights to be paid Subordinated Debt will (i) accelerate, make demand, or otherwise make due and payable prior to the original due date thereof any Subordinated Debt; (ii) exercise any rights under or with respect to guaranties of the Subordinated Debt; (iii) exercise any of its rights or remedies in connection with the Subordinated Debt; (iv) exercise any right to set-off or counterclaim in respect of any debt, contest, protest, or object to any exercise of secured creditor remedies by Agent or any Lender; (v) object to any forbearance by the Agent; (vi) commence, or cause to be commenced, and insolvency proceeding; or (vii) contest, protest, or object to any Affiliate Obligor obtaining debtor-in-possession financing.

The foregoing descriptions of the Loan Agreement, the Security Agreement, the Pledge Agreement, the Omnibus Collateral Assignment, the Intercompany Subordinated Demand Promissory Note, the Term Note and the Warrants do not purport to be complete and are qualified in their entirety by reference to the full text of those documents, copies of which were attached as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 4.1 and 4.2, respectively, to our Current Report on Form 8-K filed with the SEC on July 23, 2021 and are incorporated by reference herein.

Licenses

City of Las Vegas – Conditional Cultivation Business License

Body and Mind was granted license # M66-00066, a conditional business license by the city of Las Vegas, Nevada on July 1, 2020. The license is for a medical marijuana cultivation facility and expires on June 30, 2022.

City of Las Vegas – Conditional Production Business License

Bam – Body and Mind was granted license # M68-00014, a conditional business license by the city of Las Vegas, Nevada on July 30, 2020. The license is for a medical marijuana production facility and expires on June 30, 2022.

Clark County Limited Business License

NMG was granted license #2000032.MMR-301, a temporary business license by Clark County, Nevada (“**Clark County**”). The temporary business license expires on June 30, 2022.

Nevada State Business License

NMG was granted a Nevada State Business License on January 7, 2020 under the identification number #NV20141151164. The license has an expiry date of June 30, 2022.

Nevada Medical Marijuana Program – State Certificate (Cultivation)

Body and Mind was issued certificate number 30658964196185382559 to be a medical marijuana cultivation establishment on July 1, 2020 by the Department of Taxation for C144 (“**Certificate 30658964196185382559**”). The certificate expires on June 30, 2022.

Nevada Marijuana Cultivation Facility License

Body and Mind was issued license number 79806207400948405980 to be a marijuana cultivation facility on July 1, 2020 by the Department of Taxation for RC144 (“**License 79806207400948405980**”). The license expires on June 30, 2022.

Nevada Medical Marijuana Program – State Certificate (Production)

Body and Mind was issued certificate number 82120463387641172380 to be a medical marijuana production establishment on July 1, 2020 by the Department of Taxation for P044 (“**Certificate 82120463387641172380**”). The certificate expires on June 30, 2022.

Nevada Marijuana Production Facility License

Body and Mind was issued license number 20833618692863727137 to be a marijuana production facility on July 1, 2020 by the Department of Taxation for RP144 (“**License 20833618692863727137**”). The license expires on June 30, 2022.

California Bureau of Cannabis Control – State License

NMG San Diego, LLC was issued license number C10-0000653-LIC, a provisional storefront adult-use and medicinal retailer license on November 12, 2019 by the California Bureau of Cannabis Control. The license expires on November 11, 2022.

ITEM 1A. RISK FACTORS

In addition to the information contained in this Annual Report on Form 10-K, we have identified the following material risks and uncertainties which reflect our outlook and conditions known to us as of the date of this Annual Report. These material risks and uncertainties should be carefully reviewed by our stockholders and any potential investors in evaluating the Company, our business and the market value of our common stock. Furthermore, any one of these material risks and uncertainties has the potential to cause actual results, performance, achievements or events to be materially different from any future results, performance, achievements or events implied, suggested or expressed by any forward-looking statements made by us or by persons acting on our behalf. Refer to “Forward-looking Statements”.

There is no assurance that we will be successful in preventing the material adverse effects that any one or more of the following material risks and uncertainties may cause on our business, prospects, financial condition and operating results, which may result in a significant decrease in the market price of our common stock. Furthermore, there is no assurance that these material risks and uncertainties represent a complete list of the material risks and uncertainties facing us. There may be additional risks and uncertainties of a material nature that, as of the date of this Annual Report, we are unaware of or that we consider immaterial that may become material in the future, any one or more of which may result in a material adverse effect on us. You could lose all or a significant portion of your investment due to any one of these material risks and uncertainties.

Risks Related to the Business and Industry

We have a limited operating history which may make it difficult for investors to predict future performance based on current operations.

We have a limited operating history upon which investors may base an evaluation of our potential future performance. Our subsidiary, NMG was formed on March 3, 2014 and began carrying on business in the same year, and therefore, our prospects must be considered in light of the risks common to early-stage enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial, and other resources and lack of revenues.

We have incurred losses in prior periods, and losses in the future could cause the quoted price of our Common Shares to decline or have a material adverse effect on our financial condition, our ability to pay our debts as they become due and on our cash flow.

We have incurred losses in prior periods. For the fiscal year ended July 31, 2021, we incurred a comprehensive loss of \$1,580,516 and, as of that date, we had an accumulated deficit of \$17,126,510. Any losses in the future could cause the quoted price of our Common Shares on the CSE to decline or have a material adverse effect on our financial condition, our ability to pay our debts as they become due, and on our cash flow.

We are a holding company and investors are subject to the risks attributable to our subsidiaries which generate substantially all of our revenues.

We are a holding company and essentially all of our operating assets are the capital stock of our subsidiaries. As a result, investors in us are subject to the risks attributable to our subsidiaries. As a holding company, we conduct our business through our subsidiaries, which generate substantially all of our revenues. Consequently, our cash flows and ability to complete current or desirable future enhancement opportunities are dependent on the earnings of our subsidiaries and the distribution of those earnings to us. The ability of our subsidiaries to pay dividends and other distributions will depend on their operating results and will be subject to applicable laws and regulations which require that solvency and capital standards be maintained by such companies and contractual restrictions contained in the instruments governing their debt. In the event of a bankruptcy, liquidation or reorganization of any of our subsidiaries, holders of indebtedness and trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us.

As a manufacturer and distributor of ingestible products, we face exposure to product liability claims, regulatory action and litigation if products are alleged to have caused harm.

We face an inherent risk of exposure to product liability claims, regulatory action and litigation if our products are alleged to have caused significant loss or injury. In addition, the manufacture and sale of our products involves the risk of injury to consumers due to tampering by unauthorized third parties or product contamination. Previously unknown adverse reactions resulting from human consumption of our products alone or in combination with other medications or substances could occur. We may be subject to various product liability claims, including, among others, that its products caused injury or illness, include inadequate instructions for use or include inadequate warnings concerning possible side effects or interactions with other substances. A product liability claim or regulatory action against us could result in increased costs, could adversely affect our reputation with our clients and consumers generally, and could have a material adverse effect on our results of operations and financial condition. There can be no assurances that we will be able to obtain or maintain product liability insurance on acceptable terms or with adequate coverage against potential liabilities. Such insurance is expensive and may not be available in the future on acceptable terms, or at all. The inability to obtain sufficient insurance coverage on reasonable terms or to otherwise protect against potential product liability claims could prevent or inhibit the commercialization of our potential products.

As a manufacturer and distributor of products, we face exposure to product recalls or return of products.

We may be subject to the recall or return of our products for reasons such as, product defects, contamination, unintended harmful side effects, interactions with other substances, packaging safety and inadequate or inaccurate labeling disclosure. If any of our products are recalled, we could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. We may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. There can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if one of our significant brands were subject to recall, the image of the brand and Body and Mind could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for our products and could have a material adverse effect on our results of operations and financial condition. Additionally, product recalls may lead to increased scrutiny of our regulatory agencies, requiring further management attention and potential legal fees and other expenses.

The impact of the novel coronavirus (COVID-19) pandemic on the global economy and our operations remains uncertain, which could have a material adverse impact on our business, results of operations and financial condition and on the market price of our common shares.

In December 2019, a strain of novel coronavirus (now commonly known as COVID-19) was reported to have surfaced in Wuhan, China. COVID-19 has since spread rapidly throughout many countries, and, on March 11, 2020, the World Health Organization declared COVID-19 to be a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries, including the United States, Canada and China, have imposed unprecedented restrictions on travel, and there have been business closures and a substantial reduction in economic activity in countries that have had significant outbreaks of COVID-19. COVID-19 may have a future material impact on our results of operation with respect to retail sales at our dispensary locations as well as wholesales of our products in Nevada to dispensaries in Nevada. In Nevada, the state forced all in-store sales to be halted in March 2020, only allowing home delivery sales, and eventually curbside pickup sales. This order forced the retail market and the wholesale demand to nearly stop until retailers satisfied regulatory requirements to carry out home delivery and curbside pickup. This had a significant negative impact on our sales from March 2020 to May 2020 in Nevada. Significant uncertainty remains as to the potential impact of the COVID-19 pandemic on our operations, and on the global economy as a whole. It is currently not possible to predict how long the pandemic will last or the time that it will take for economic activity to return to prior levels. The COVID-19 pandemic has resulted in significant financial market volatility and uncertainty. A continuation or worsening of the levels of market disruption and volatility seen in the recent past could have an adverse effect on our ability to access capital, on our business, results of operations and financial condition, and on the market price of our common shares.

Our future success depends on our key executive officers and our ability to attract, retain, and motivate qualified personnel.

Our future performance depends on the continued services and continuing contributions of our senior management, particularly the Chief Executive Officer who consults to us. Certain members of our senior management team are generally contracted on an at-will basis, which means that they could terminate their employment with us at any time with little or short notice. The loss of the services of our senior management, the CEO, or other key employees/contractors for any reason could significantly delay or prevent the achievement of our strategic objectives and harm our business, financial condition and operating results.

Our continuing ability to attract and retain highly qualified personnel will also be critical to our success because of the need to hire and retain additional personnel as business grows. There can be no assurance that we will be able to attract or retain highly qualified personnel. Because of these factors, we may not be able to effectively manage or grow our business, which could adversely affect our financial condition and operations.

Litigation may adversely affect our business, financial condition and operating results.

We and/or our subsidiaries may become party to litigation from time to time in the ordinary course of our respective businesses which could adversely affect our respective operations. Should any litigation in which we and/or our subsidiaries become involved be determined against us and/or our subsidiaries, such a decision may adversely affect our respective abilities to continue operating, adversely affect the market price of our Common Shares and use significant resources. Even if we and/or our subsidiaries, as the case may be, is involved in litigation and succeeds, litigation can redirect significant company resources. In addition, litigation may also create a negative perception of our brand.

Our intended growth could suffer if the markets into which we sell our products and services decline, do not grow as anticipated or experience cyclicality.

Our growth depends in part on the growth of the markets which we serve, and visibility into our markets is limited. Our quarterly sales and profits depend substantially on the volume and timing of orders received during the fiscal quarter, which are difficult to forecast. Any decline or lower than expected growth in our served markets could diminish demand for our products and services, which could adversely affect our financial condition and results of operations.

Our business operates in industries that may experience periodic, cyclical downturns. In addition, if our business demand depends on customers' spending budgets, product and economic cycles can affect the spending decisions of these customers. Demand for our products and services is also sensitive to changes in customer order patterns, which may be affected by announced price changes, changes in incentive programs, new product introductions and customer inventory levels. Any of these factors could adversely affect our growth and results of operations in any given period.

We face intense competition and our competitors may have a longer operating history or greater financial resources allowing them to compete more effectively.

We may face intense competition from other companies, some of which can be expected to have longer operating histories and more financial resources and manufacturing and marketing experience than us. Increased competition by larger and better financed competitors could materially and adversely affect our business, financial condition and results of operations.

The State of Nevada has only issued to date a small number of licenses to produce and sell medical marijuana. There are, however, many applicants for licenses. The number of licenses granted could have a material impact on our operations. Because of early stages of the industry in which we operate, we expect to face additional competition from new entrants. If the number of users of medical marijuana in the United States increases, the demand for products will increase and we expect that competition will become more intense, as current and future competitors begin to offer an increasing number of diversified products. We may not have sufficient resources to maintain research and development, marketing, sales and client support efforts on a competitive basis, which could materially and adversely affect our business, financial condition and results of operations.

Failure to comply with environmental and safety laws may result in us incurring additional costs for corrective measures.

Medical marijuana operations are subject to environmental and safety laws and regulations concerning, among other things, emissions and discharges to water, air and land, the handling and disposal of hazardous and non-hazardous materials and wastes, and employee health and safety. Our failure to comply with environmental and safety laws and regulations may result in additional costs for corrective measures, penalties or in restrictions in manufacturing operations. In addition, changes in environmental, employee health and safety or other laws, more vigorous enforcement thereof or other unanticipated events could require extensive changes to operations or give rise to material liabilities, which could have an adverse effect on our business, financial conditions and results of operations.

Our cannabis crop could be harmed by pests, plant diseases or other agricultural risks which would have a material adverse effect on our business.

Our business involves the growing of cannabis, which is an agricultural product. As such, our business is subject to the risks inherent in the agricultural business, such as pests, plant diseases and similar agricultural risks. This could lead to a reduced yield when harvesting the cannabis affecting the supply of cannabis for distribution, and, therefore, could have a material adverse effect on our business operations and our ability to meet consumer demand.

We may experience increased costs during the growth stage of the cannabis due to the possibility of rising energy costs.

Growing cannabis requires a considerable amount of energy. We are vulnerable to rising costs of energy due to our need to consume considerable amounts of energy to grow our product. Rising or volatile energy costs may adversely impact our business by increasing production costs and decreasing revenue if those increased costs cannot be transferred to the consumer.

The cannabis industry is difficult to forecast due to the industry being in the early growth stages.

Detailed sales forecasts are not generally obtainable from sources at this early stage of the medical marijuana industry in the United States. A failure in the demand for products to materialize as a result of competition, technological change or other factors could have a material adverse effect on our business, financial condition and results of operations.

Our public image and the consumer perception of us is greatly influenced by scientific research, regulatory investigations, and media attention. Negative publicity will result in an unfavorable public image and will negatively affect our financial condition and results of operations.

We believe the medical marijuana industry is highly dependent upon consumer perception regarding the safety, efficacy and quality of the medical marijuana produced. Consumer perception of our products and proposed products can be significantly influenced by scientific research or findings, regulatory investigations, litigation, media attention and other publicity regarding the consumption of medical marijuana products. There can be no assurance that future scientific research, findings, regulatory proceedings, litigation, media attention or other research findings or publicity will be favorable to the medical marijuana market or any particular product, or consistent with earlier publicity.

Our dependence upon consumer perceptions means that adverse reports, findings, attention or other publicity, whether or not accurate or with merit, could have a material adverse effect on us, the demand for our products and proposed products, and our business, financial condition, cash flow and results of operations. Further, adverse publicity reports or other media attention regarding the safety, efficacy and quality of medical marijuana in general, or our products and proposed products specifically, or associating the consumption of medical marijuana with illness or other negative effects or events, could have a material adverse effect on our business and results of operations. Such adverse publicity reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed.

Risks related to the Federal and State Regulations

Federal regulation and enforcement may adversely affect the implementation of cannabis laws and regulations may negatively impact our results of operations.

Cannabis is a Schedule I controlled substance under the *Controlled Substance Act* (the "CSA"). Even in those jurisdictions in which the manufacture and use of medical cannabis has been legalized at the state level, the possession, use, cultivation, and transfer of cannabis remains a violation of federal law. Federal law criminalizing the use of cannabis pre-empts state laws that legalize its use for medicinal or adult-retail purposes, and therefore strict enforcement of federal law regarding cannabis would severely restrict our ability to carry out our business plan.

The U.S. Department of Justice under the Obama administration had issued memoranda, including the so-called “Cole Memorandum” on August 29, 2013, characterizing enforcement of federal cannabis prohibitions under the CSA to prosecute those complying with state regulatory systems allowing the use, manufacture and distribution of medical cannabis as an inefficient use of federal investigative and prosecutorial resources when state regulatory and enforcement efforts are effective with respect to enumerated federal enforcement priorities under the CSA. In the Cole Memorandum, the U.S. Department of Justice provided guidance to all federal prosecutors indicating that federal enforcement of the CSA against cannabis-related conduct should be focused on eight priorities, which are to prevent: (1) distribution of cannabis to minors; (2) revenue from sale of cannabis to criminal enterprises, gangs and cartels; (3) transfer of cannabis from states where it is legal to states where it is illegal; (4) cannabis activity from being a pretext for trafficking of other illegal drugs or illegal activity; (5) violence or use of firearms in cannabis cultivation and distribution; (6) drugged driving and adverse public health consequences from cannabis use; (7) growth of cannabis on federal lands; and (8) cannabis possession or use on federal property.

On January 4, 2018, Attorney General Jeff Sessions issued a memo updating the Department of Justice’s policy on federal marijuana enforcement (the “**Sessions Memorandum**”). The Sessions Memorandum effectively rescinded and replaced the Cole Memorandum, and directed all U.S. Attorneys to enforce the laws enacted by Congress and to follow well-established principles when pursuing prosecutions related to marijuana activities. While in theory the protections under the Cole Memorandum have been abolished, the new policy does not explicitly direct local U.S. Attorneys to launch an attack on state-legal marijuana businesses. Rather, the new policy promulgated by the Sessions Memorandum is to return local control to federal prosecutors who know where and how to deploy Justice Department resources most effectively to reduce violent crime, stem the tide of the drug crisis, and dismantle criminal gangs. The threat of federal prosecution remains for legitimate, state-legal marijuana businesses, including our business.

However, no assurance can be given that the federal prosecutor in each judicial district where we operate will agree that our activities within such prosecutor’s district do not go contrary to the Justice Department’s goals. There is also no guarantee that the current administration or future administrations will not revise the federal enforcement priorities enumerated in the Cole Memorandum, the Sessions Memorandum or otherwise choose to strictly enforce the federal laws governing cannabis production or distribution.

On April 11th, 2018, U.S. Senator Cory Gardner received assurances from former President Donald Trump that 1) states with legal marijuana industries would not be targeted by the Justice Department, 2) the rescission of the Cole Memorandum would not impact state’s legal marijuana industries, and 3) that the former President would support a federalism-based legislative solution to fix the states’ rights issue once and for all. The President’s comments are encouraging to legal marijuana businesses; however, no legislative action at the federal level has been taken.

Under U.S. federal law, banks or other financial institutions that provide us with banking services could be found guilty of money laundering, which restricts our ability to receive reputable banking services and adversely affects our business operations.

Under U.S. federal law it may potentially be a violation of federal money laundering statutes for financial institutions to take any proceeds from marijuana sales or any other Schedule I substance. Banks and other financial institutions could be prosecuted and possibly convicted of money laundering for providing services to cannabis businesses. Under U.S. federal law, banks or other financial institutions that provide a cannabis business with a checking account, debit or credit card, small business loan, or any other service could be found guilty of money laundering or conspiracy. Financial institutions must submit a “suspicious activity report” (“**SAR**”) as required by federal money laundering laws. These marijuana related SARs are divided into three categories: marijuana limited, marijuana priority, and marijuana terminated, based on the financial institution’s belief that the marijuana business follows state law, is operating out of compliance with state law, or where the banking relationship has been terminated. There can be no assurance that a negative SAR will not be filed against us limiting our access to banking services as well as subjecting us to Federal review. This will also negatively impact our public image and affect operations.

Risks related to Our Securities

We may issue additional Common Shares in the future, which could cause significant dilution to all shareholders.

Our Articles of Incorporation authorize the issuance of up to 900,000,000 Common Shares, with a par value of \$0.0001 per share. As of November 12, 2021, the Company had 110,621,308 Common Shares issued and outstanding, 9,855,000 stock options outstanding and 17,215,284 share purchase warrants outstanding.

As at November 12, 2021, the Company's 9,855,000 stock options outstanding of which only 8,336,250 stock options are exercisable into 8,336,250 Common Shares of the Company with the following terms:

Number of Options outstanding	Exercise price	Expiry dates
2,900,000	CAD\$0.66	November 24, 2022
175,000	CAD\$0.41	June 6, 2023
775,000	CAD\$0.57	December 10, 2023
150,000	CAD\$0.61	December 10, 2023
2,200,000	CAD\$0.88	August 21, 2024
250,000	CAD\$0.93	October 1, 2024
200,000	CAD\$0.88	January 23, 2025
250,000	CAD\$0.405	March 1, 2025
1,375,000	CAD\$0.67	April 30, 2025
1,250,000	CAD\$0.68	March 6, 2026
250,000	CAD\$0.65	April 5, 2024
9,855,000		

Number of Options exercisable	Exercise price	Expiry dates
2,900,000	CAD\$0.66	November 24, 2022
175,000	CAD\$0.41	June 6, 2023
855,000	CAD\$0.57	December 10, 2023
150,000	CAD\$0.61	December 10, 2023
2,200,000	CAD\$0.88	August 21, 2024
250,000	CAD\$0.93	October 1, 2024
150,000	CAD\$0.88	January 23, 2025
187,500	CAD\$0.405	March 1, 2025
1,031,250	CAD\$0.67	April 30, 2025
312,500	CAD\$0.68	March 6, 2026
125,000	CAD\$0.65	April 5, 2024
8,336,250		

As at November 12, 2021, the Company's 17,215,284 share purchase warrants outstanding are exercisable into 17,215,284 Common Shares of the Company with the following terms:

Number of warrants outstanding and exercisable	Exercise price	Expiry dates
11,780,134	CAD\$1.50	May 17, 2023
635,150	CAD\$1.25	May 16, 2023
4,800,000	US\$0.40	July 19, 2025
17,215,284		

- (1) This figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by December 31, 2021, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until July 19, 2025.

We may issue additional Common Shares in the future in connection with a financing or an acquisition. Such issuances may not require the approval of our shareholders. Any issuance of additional shares of our Common Shares, or equity securities convertible into our Common Shares, including but not limited to, warrants and options, will dilute the percentage ownership interest of all shareholders, may dilute the book value per share of our Common Shares, and may negatively impact the market price of our Common Shares.

Because we do not intend to pay any cash dividends on our Common Shares, our shareholders will not be able to receive a return on their shares unless they sell them.

We intend to retain any future earnings to finance the development and expansion of our business. We do not anticipate paying any cash dividends on our Common Shares in the foreseeable future. Declaring and paying future dividends, if any, will be determined by our Board, based upon earnings, financial condition, capital resources, capital requirements, restrictions in our Articles of Incorporation, contractual restrictions, and such other factors as our Board deems relevant. Unless we pay dividends, our shareholders will not be able to receive a return on their shares unless they sell them. There is no assurance that shareholders will be able to sell shares when desired.

Our Common Shares are categorized as “penny stock”, which may make it more difficult for investors to buy and sell our Common Shares due to suitability requirements.

Our Common Shares are considered “penny stock”. The SEC has adopted Rule 15c-9 which generally defines “penny stock” to be any equity security that has a market price less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exceptions. The price of our Common Shares is significantly less than \$5.00 per share. This designation imposes additional sales practice requirements on broker-dealers who sell to persons other than established customers and “accredited investors”. The penny stock rules require a broker-dealer buying securities to disclose certain information concerning the transaction, obtain a written agreement from the purchaser and determine that the purchaser is reasonably suitable to purchase the securities given the increased risks generally inherent in penny stocks. These rules may restrict the ability and/or willingness of brokers or dealers to buy or sell our Common Shares, either directly or on behalf of their clients, may discourage potential stockholders from purchasing our Common Shares, or may adversely affect the ability of stockholders to sell their shares.

Financial Industry Regulatory Authority (“FINRA”) sales practice requirements may also limit a shareholder’s ability to buy and sell our Common Shares, which could depress the price of our Common Shares.

In addition to the “penny stock” rules described above, FINRA has adopted rules that require a broker-dealer to have reasonable grounds for believing that the investment is suitable for that customer before recommending an investment to a customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer’s financial status, tax status, investment objectives, and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low-priced securities will not be suitable for at least some customers. Thus, the FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our Common Shares, which may limit your ability to buy and sell our Common Shares, have an adverse effect on the market for our Common Shares, and thereby depress our price per Common Share.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

Property Leases

On January 10, 2017, SJK Services, LLC entered into a five-year lease agreement with Meng Lin Zhang, a commercial property owner, for the property located at 3411 E. Anaheim St., Long Beach, California, containing approximately 1,856 square feet. On September 7, 2018, SJK Services, LLC amended its lease agreement with Meng Lin Zhang. On December 14, 2018, SJK Services, LLC assigned the amended lease agreement to The Airport Collective, Inc., a California corporation. On March 8, 2019, The Airport Collective, Inc. assigned the amended lease agreement to NMG Long Beach, LLC. Under the terms of the amended lease agreement, we have one option to extend the lease for five years. The monthly base rent was \$6,636 + common area expenses, totaling \$8,000 every month, and increased to \$6,968 + common area expenses on January 10, 2021, totaling \$8,400 every month. The guaranteed minimum monthly rent is subject to a 5% increase on each anniversary date of the lease.

On November 10, 2017, NMG entered into a revised five-year lease agreement with Resort Holdings 5, LLC, a Nevada limited liability company, for the property located at 3375 Pepper Lane, Las Vegas, NV, containing approximately 18,000 square feet. We have four options to extend the lease and each option is for five years. The monthly rent was \$12,875 + common area expenses and increased to \$13,133 + common area expenses on January 1, 2020. The guaranteed minimum monthly rent is subject to a 2% increase on each anniversary date of the lease. In July 2018, Resort Holdings 5, LLC, the landlord, sold the property to a third party and assigned the lease to Minor Street Properties, LLC. All leases terms remain the same.

On April 4, 2018, Comprehensive Care Group, LLC entered into a five-year lease agreement with MarGlas, LLC, an Arkansas limited liability company, for the property located at 201 & 203 N. Ok Street, West Memphis, Arkansas, containing approximately 10,000 square feet. We have two options to extend the lease and each option is for five years. The monthly rent is \$3,000.

On August 2, 2018, NMG Ohio, LLC entered into a three-year lease agreement with MMCA Development, LLC, an Ohio limited liability company, for the property located at 709 Sugar Lane, Elyria, Ohio 44035, containing approximately 4,100 square feet. The Company has three options to extend the lease and each option is for three years. The rent is \$4,000 per month increasing by 5% starting on 1 July 2021 and 1 July 2024.

On December 1, 2018, SGSD, LLC entered into a five-year lease agreement with Green Road, LLC, a California limited liability company, for the property located at 7625 Carroll Road, San Diego, California, containing approximately 4,600 square feet. On June 13, 2019, SGSD, LLC assigned the lease to NMG San Diego, LLC. Under the terms of the assignment and first amendment to the original lease agreement dated June 13, 2019, we have three options to extend the lease and each option is for five years. The monthly base rent was \$15,000 + common area expenses and increased to \$15,450 + common area expenses on May 1, 2020. The guaranteed monthly rent is subject to a 1-6% increase on each anniversary date of the lease, based on increases in the Consumer Price Index for San Diego County.

On April 9, 2019, NMG entered into a three-year lease agreement with Haigaz and Nora Atamian, commercial property owners, for the property located at 6420 Sunset Corporate Drive, Las Vegas, NV, containing approximately 7,700 square feet. We have one option to extend the lease for an additional three-year term and an option to purchase the property at any point during the initial term. The monthly rent was \$6,026 + common area expenses and increased to \$6,252 + common area expenses on May 1, 2020. The guaranteed minimum monthly rent is subject to a \$.03 per square foot, per month, increase on each anniversary date of the lease.

On October 1, 2019, NMG Ohio, LLC entered into a three-year lease agreement with MMCA Development, LLC, an Ohio limited liability company, for the property located at 719 Sugar Lane, Elyria, Ohio 44035, containing approximately 4,000 square feet. The monthly rent is \$4,000. On September 1, 2021, the lease agreement was assigned to NMG OH P1, LLC with the same terms.

On 28 August 2020, the Company assumed a five-year lease dated 10 January 2017, as amended on 7 September 2018, for the property located at 3411 E. Anaheim St., Long Beach, California. The Company has one option to extend the lease for five years. The rent is \$7,317 per month increasing by 3% every year until 10 January 2022.

On December 4, 2020, NMG CA P1, LLC entered into a five-year lease agreement with Cat City 2, LLC, a California limited liability company, for the property located at 68945 Perez Rd., Suite 1, Cathedral City, California 92234, containing approximately 5,840 square feet. The lease agreement includes 3% annual base rent increases and two options to extend for five-years each. The base rent for the first twelve months is \$6,028 plus common area expenses, beginning after the rent abatement period and the requirements for local permits are satisfied by the Landlord.

On February 10, 2021, NMG MI C1, Inc. entered into a five-year lease agreement with 254 River Street, LLC, a Michigan limited liability company, for the property located at 254 River St., Manistee, Michigan 49660, containing approximately 30,000 square feet. The base rent is \$22,500 during the operational period, beginning after the rent abatement and reduced rent periods. The lease agreement includes 2% annual base rent increases and three options to extend for five-years each.

On February 10, 2021, NMG MI P1, Inc. entered into a five-year lease agreement with 254 River Street, LLC, a Michigan limited liability company, for the property located at 254 River St., Manistee, Michigan 49660, containing approximately 30,000 square feet. The base rent is \$7,500 during the operational period, beginning after the rent abatement and reduced rent periods. The lease agreement includes 2% annual base rent increases and three options to extend for five-years each.

On April 23, 2021, NMG MI 1, Inc. entered into a five-year lease agreement with Kendal Properties, LLC, a Michigan limited liability company, for the property located at 885 E. Apple Ave., Muskegon, Michigan 49442, containing approximately 2,500 square feet. The base rent is \$5,000 during the operational period, beginning after the rent abatement and reduced rent periods. The lease agreement includes 2% annual base rent increases and three options to extend for five-years each.

ITEM 3.

We are not, and were not during our most recently completed fiscal year, engaged in any legal proceedings and none of our property is or was during that period the subject of any legal proceedings. We do not know of any such legal proceedings which are contemplated.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market for Common Stock

Our common stock was quoted on the OTC Pink since November 6, 2008, initially under the symbol "DPLY" until December 8, 2017 and then under the symbol "BMMJ" as a result of our name change on November 14, 2017 in connection with our acquisition of NMG. As of July 30, 2019, our common stock was posted for trading on the OTCQB under the same symbol "BMMJ". The market for our common stock is limited, and can be volatile. The following table sets forth the high and low bid prices relating to our common stock on a quarterly basis for the periods indicated as quoted by the OTCQB and OTC Pink. These quotations reflect inter-dealer prices without retail mark-up, mark-down, or commissions, and may not reflect actual transactions.

Quarter Ended	High Bid	Low Bid
July 31, 2021	\$ 0.55	\$ 0.30
April 30, 2021	\$ 1.00	\$ 0.38
January 31, 2021	\$ 0.76	\$ 0.22
October 31, 2020	\$ 0.44	\$ 0.16
July 31, 2020	\$ 0.49	\$ 0.21
April 30, 2020	\$ 0.53	\$ 0.15
January 31, 2020	\$ 0.92	\$ 0.33
October 31, 2019	\$ 1.18	\$ 0.56
July 31, 2019	\$ 2.15	\$ 0.65

In addition, shares of our common stock have been listed on the Canadian Securities Exchange (the "CSE") since December 22, 2011, initially under the symbol under the symbol "DEP" (until December 6, 2017) and now under the symbol "BAMM" (since December 7, 2017). The following table sets forth the high and low sales prices of our common stock on a quarterly basis for the periods indicated as quoted by the CSE.

Quarter Ended	High	Low
July 31, 2021	CADS 0.63	CADS 0.38
April 30, 2021	CADS 1.14	CADS 0.48
January 31, 2021	CADS 0.98	CADS 0.34
October 31, 2020	CADS 0.52	CADS 0.28
July 31, 2020	CADS 0.68	CADS 0.30
April 30, 2020	CADS 0.72	CADS 0.22
January 31, 2020	CADS 1.05	CADS 0.43
October 31, 2019	CADS 1.56	CADS 0.76
July 31, 2019	CADS 2.89	CADS 0.84

On November 15, 2021 the last reported sale price of our common stock on the OTCQB was \$0.42 per share and the last reported sale price of our common stock on the CSE was CAD\$0.53 per share.

Transfer Agent for Common Shares

The Registrar and Transfer Agent for our Common Shares is New Horizons Transfer located at 215 – 515 W Pender Street, Vancouver, British Columbia, Canada V6B 6H5.

Options

We have a 10% rolling stock option plan for its directors, employees and consultants to acquire our common shares at a price determined by the fair market value of our shares at the date of grant. Our stock option plan provides for immediate vesting or vesting at the discretion of our board of directors at the time of the option grant.

As of November 12, 2021, we have 9,855,000 stock options outstanding which are exercisable into 9,855,000 Common Shares, subject to vesting provisions.

Warrants

As of November 12, 2021, we had 17,215,284 common share purchase warrants outstanding which are exercisable into 17,215,284 Common Shares. This figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by December 31, 2021, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until July 19, 2025.

Holders of Common Shares

As of November 12, 2021, we had 195 shareholders of record, which does not include shareholders whose shares are held in street or nominee names, if any.

Dividends

We have not paid dividends or made distributions on our Common Shares during the past three fiscal years and through the date of this Annual Report. We have no present intention of paying dividends in the near future. We will pay dividends when, and if declared by our board of directors. We expect to pay dividends only out of retained earnings in the event that we do not require our retained earnings for operations and reserves. There are no restrictions in our articles of incorporation or bylaws that prevent us from declaring dividends, but Nevada corporate law prohibits us from declaring and paying dividends if after doing so we would not be able to pay our debts as they become due in the usual course of business, or our total assets would be less than the sum of our total liabilities plus the amount that would be needed to satisfy the rights of shareholders who have preferential rights superior to those receiving the distribution. We have no shares with preferential dividend and distribution rights authorized or outstanding.

Securities Authorized for Issuance under Equity Compensation Plans

The following table shows our equity securities that are authorized for issuance pursuant to equity compensation plans for our most recently completed financial year ended July 31, 2021.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	9,855,000	CAD\$0.71	982,778
Equity compensation plans not approved by security holders	Nil	Nil	Nil
Total	9,855,000	CAD\$0.71	982,778

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On November 23, 2017, our board of directors ratified our 2012 Incentive Stock Option Plan (the “**Body and Mind Option Plan**”). The purpose of the Body and Mind Option Plan is to enhance the long-term shareholder value of Body and Mind by offering opportunities to directors, executive officers, key employees and eligible consultants of Body and Mind to acquire Body and Mind Common Shares in order to give these persons the opportunity to participate in Body and Mind’s growth and success, and to encourage them to remain in the service of Body and Mind.

On November 24, 2017, we issued an aggregate of 3,850,000 stock options in accordance with our stock option plan at an exercise price of CAD\$0.66 per share for a five-year term expiring November 24, 2022, of which there are currently only 2,900,000 stock options outstanding from such grant of stock options. The options were granted to officers, directors and consultants of the Company. During the year ended July 31, 2020, the Company cancelled 950,000 stock options due to forfeiture.

The fair value of the stock options was calculated to be \$726,578 using the Black-Scholes Option Pricing Model using the following assumptions:

Expected life of the options	5 years
Expected volatility	198%
Expected dividend yield	0%
Risk-free interest rate	1.63%

On June 6, 2018, we granted 175,000 stock options in accordance with our stock option plan at an exercise price of CAD\$0.41 per common share for a five-year term expiring June 6, 2023 to a consultant of the Company.

The fair value of the stock options was calculated to be \$63,101 using the Black-Scholes Option Pricing Model using the following assumptions:

Expected life of the options	5 years
Expected volatility	262%
Expected dividend yield	0%
Risk-free interest rate	2.16%

On December 11, 2018, the Company issued 2,050,000 stock options in accordance with the Company’s stock option plan at an exercise price of CAD\$0.57 per share for a five-year term expiring December 10, 2023, of which there are currently only 775,000 stock options outstanding from such grant of stock options. The options were granted to current directors, officers, employees and consultants of the Company. During the year ended July 31, 2021, the Company cancelled 50,000 stock options (2020 - 525,000 stock options) in this series due to forfeiture. A total of 700,000 stock options were exercised during the year ended July 31, 2021.

The fair value of the stock options was calculated to be \$880,595 (CAD\$1,165,117) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	5 years
Expected volatility	265%
Expected dividend yield	0%
Risk-free interest rate	2.03%

On August 21, 2019, the Company issued 2,850,000 stock options with an exercise price of CAD\$0.88 per share for a term of five years expiring on August 21, 2024, of which there are currently only 1,850,000 stock options outstanding from such grant of stock options. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant. During the year ended 31 July 2021, the Company cancelled 50,000 stock options (2020 - 950,000 stock options) in this series due to forfeiture.

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The total fair value of the stock options granted was calculated to be \$1,373,856 (CAD\$1,818,232) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	195%
Expected dividend yield	0%
Risk-free interest rate	1.28%

On October 1, 2019, the Company issued 250,000 stock options with an exercise price of CAD\$0.93 per share for a term of five years expiring on October 1, 2024. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$145,045 (CAD\$191,960) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	194%
Expected dividend yield	0%
Risk-free interest rate	1.37%

On January 23, 2020, the Company issued 200,000 stock options with an exercise price of CAD\$0.88 per share for a term of five years expiring on January 23, 2025. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$68,645 (CAD\$90,608) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	173%
Expected dividend yield	0%
Risk-free interest rate	1.43%

On March 1, 2020, the Company issued 250,000 stock options with an exercise price of CAD\$0.41 per share for a term of five years expiring on March 1, 2025. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$56,287 (CAD\$75,331) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	127%
Expected dividend yield	0%
Risk-free interest rate	1.11%

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On April 30, 2020, the Company issued 1,375,000 stock options with an exercise price of CAD\$0.67 per share for a term of five years expiring on April 30, 2025. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$524,432 (CAD\$701,863) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	133%
Expected dividend yield	0%
Risk-free interest rate	0.32%

On July 7, 2020, the Company cancelled 350,000 stock options with an exercise price of CAD\$0.88 per share, 80,000 stock options with an exercise price of CAD\$0.57 per share and 150,000 stock options with an exercise price of CAD\$0.57. Subsequently, the Company issued replacement stock options of 350,000 stock options with an exercise price of CAD\$0.88 per share, 80,000 stock options with an exercise price of CAD\$0.57 per share and 150,000 stock options with an exercise price of CAD\$0.61 under the same vesting provisions and expiry dates as the original stock options.

The incremental fair value based on the difference between the replacement and original stock options immediately before they were modified was calculated to be \$Nil (CAD\$Nil) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	2.066 years
Expected volatility	116%
Expected dividend yield	0%
Risk-free interest rate	0.25%

On March 6, 2021, the Company issued 1,250,000 stock options with an exercise price of CAD\$0.68 per share for a term of five years expiring on March 6, 2026. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$456,211 (CAD\$577,928) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	112%
Expected dividend yield	0%
Risk-free interest rate	0.49%

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On April 5, 2021, the Company issued 250,000 stock options with an exercise price of CAD\$0.65 per share for a term of five years expiring on April 5, 2026. The options are subject to vesting provisions such that 25% of the options vest three months from the date of grant, 25% of the options vest six months from the date of grant, 25% of the options vest nine months from the date of grant and 25% of the options vest twelve months from the date of grant.

The total fair value of the stock options granted was calculated to be \$65,795 (CAD\$82,409) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	1.81 years
Expected volatility	101%
Expected dividend yield	0%
Risk-free interest rate	0.51%

The Body and Mind Option Plan is subject to the following restrictions:

- (a) Unless authorized by the shareholders options granted under the Body and Mind Option Plan, shall not result, at any time, in the number of Body and Mind Common Shares reserved for issuance pursuant to options exceeding 10% of the issued and outstanding Body and Mind Common Shares as at the date of grant of any option under the Body and Mind Option Plan.
- (b) The aggregate number of Body and Mind Common Shares subject to an option that may be granted to any one individual in any 12-month period under the Body and Mind Option Plan shall not exceed 5% of the issued and outstanding Body and Mind Common Shares determined at the time of such grant.
- (c) The aggregate number of Body and Mind Common Shares subject to an option that may be granted to any one Consultant in any 12-month period under the Body and Mind Option Plan shall not exceed 2% of the issued and outstanding Body and Mind Common Shares determined at the time of such grant.
- (d) The aggregate number of Body and Mind Common Shares subject to an option that may be granted to any one person conducting Investor Relations Activities in any 12-month period under the Body and Mind Option Plan shall not exceed 2% of the issued and outstanding Body and Mind Common Shares determined at the time of such grant.

Recent Sales of Unregistered Securities

Year Ended July 31, 2021

On July 19, 2021, we issued an aggregate of 8,000,000 common stock purchase warrants (each, a “**Warrant**”) to one entity of which (i) 4,800,000 Warrants will entitle the holder to acquire shares of common stock (each, a “**Warrant Share**”) at an exercise price of US\$0.40 per Warrant Share until July 19, 2025, and (ii) 3,200,000 Warrants will be held in escrow by the Company and released to the entity at the time the we draw on a delayed the Delayed Draw Term Loan, or cancelled if we do not draw on the Delayed Draw Term Loan, which will entitle the holder to acquire a Warrant Share at an exercise price of US\$0.45 per Warrant Share until July 19, 2025. We relied on the exemption from registration under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”), provided by Rule 506(b) of Regulation D with respect to the issuance of the Warrants based on representations and warranties provided to us by the holder.

Subsequent to the Year Ended July 31, 2021

Pursuant to certain licensing milestones being achieved under a lease agreement for a premises in Muskegon, Michigan and certain licensing and operational milestones being achieved under two lease agreements for a premises in Manistee, Michigan, on September 21, 2021, we issued 238,929 shares of common stock at a deemed price of CAD\$0.3938 per share to one entity based on the terms and conditions of the certain lease agreement for the Muskegon, MI premises and issued an aggregate of 1,304,601 shares of common stock at a deemed price of CAD\$0.3937 per share to another entity based on the terms and conditions of the two lease agreements for the Manistee, MI premises. We relied upon the exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act with respect to the issuance of the shares of common stock to the two entities.

ITEM 6. SELECTED FINANCIAL DATA

The following tables provide selected financial data for each of the past two years, and should be read in conjunction with, and are qualified in their entirety by reference to, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes for the fiscal year ended July 31, 2021, as presented under Item 8. Financial Statements and Supplementary Data. These historical results are not necessarily indicative of the results to be expected for any future period.

	Year Ended 31 July 2021	Year Ended 31 July 2020
INCOME STATEMENT DATA		
Revenue	\$ 26,900,869	\$ 6,232,521
Sales tax	\$ 1,200,845	\$ 945,232
Cost of sales	\$ 13,709,815	\$ 3,778,898
Gross Margin	\$ 11,990,209	\$ 1,508,391
Operating Expenses	\$ (11,402,882)	\$ (7,055,199)
Comprehensive Loss	\$ (1,580,516)	\$ (4,693,935)
Net Loss Per Share	\$ (0.02)	\$ (0.04)
Weighted Average Number of Common Shares Outstanding (basic and diluted)	108,463,019	102,644,757
	As at 31 July 2021	As at 31 July 2020
BALANCE SHEET DATA		
Working Capital	\$ 7,852,848	\$ 2,791,289
Total Assets	\$ 48,125,811	\$ 38,799,268
Accumulated Deficit	\$ (17,126,510)	\$ (14,865,608)
Shareholders' Equity	\$ 34,350,721	\$ 33,304,449

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following management's discussion and analysis of the Company's financial condition and results of operations contain forward-looking statements that involve risks, uncertainties and assumptions including, among others, statements regarding our capital needs, business plans and expectations. In evaluating these statements, you should consider various factors, including the risks, uncertainties and assumptions set forth in reports and other documents we have filed with or furnished to the SEC and, including, without limitation, this Annual Report on Form 10-K filing for the fiscal year ended July 31, 2021, including the consolidated financial statements and related notes contained herein. These factors, or any one of them, may cause our actual results or actions in the future to differ materially from any forward-looking statement made in this document. Refer to "Forward-looking Statements" and Item 1A. Risk Factors.

Introduction

The following discussion summarizes the results of operations for each of our fiscal years ended July 31, 2021 and 2020 and our financial condition as at July 31, 2021 and 2020, with a particular emphasis on fiscal 2021, our most recently completed fiscal year.

Overview

Our principal business is the production and cultivation of medical and recreational marijuana in Nevada pursuant to licenses held by NMG operating under the marquee brand name of Body & Mind and produces flower, oil, extracts and edibles and are available for sale in dispensaries in Nevada. In addition, we have retail/ dispensary operations in Ohio pursuant to the licenses held by NMG, retail/dispensary operations in California pursuant to licenses held by NMG SD and NMG LB and brand directors services and licensing arrangements with a licensed manufacturer in California providing Body and Mind branded products to dispensaries in California, Ohio and Arkansas.

Results of Operations for the years ended July 31, 2021 and 2020

The following table sets forth our results of operations for the fiscal years ended July 31, 2021 and 2020:

	July 31, 2021	July 31, 2020
	\$	\$
Sales	26,900,869	6,232,521
Cost of sales and other	(14,910,660)	(4,724,130)
General and Administrative Expenses	(11,402,882)	(7,055,199)
Other Items	(397,079)	1,082,587
Net Loss	(1,976,461)	(4,598,389)
Foreign Currency Translation Adjustment	395,945	(95,546)
Comprehensive Loss	(1,580,516)	(4,693,935)
Basic and Diluted Loss Per Share	(0.02)	(0.04)

Revenues

For the year ended July 31, 2021, we had total net sales of \$25,700,024 and cost of sales of \$13,709,815 for a gross margin of \$11,990,209 compared to total net sales of \$5,287,289 and cost of sales of \$3,778,898 for a gross margin of \$1,508,391 in the year ended July 31, 2020. During the year ended July 31, 2021, the Company recorded product sales as follows:

Revenues – By Segment	Year ended July 31, 2021	
	\$	%
Wholesale	8,103,674	30%
Retail	18,797,195	70%
Total	26,900,869	

Operating Expenses

For the year ended July 31, 2021, general and administrative expenses totaled \$11,402,882 compared with \$7,055,199 for the year ended July 31, 2020. A significant reason for the increase in general and administrative expenses between the years related to increased depreciation from \$112,025 to \$1,457,550, license, utilities and office administration from \$1,090,215 to \$2,462,815 and salaries and wages increased from \$1,589,037 to \$3,400,472 as a result of various ongoing acquisitions and expansions and as a result of increased operations in Nevada as well as the total number of employees under payroll.

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The (benefit) expense for income taxes consists of the following:

	<u>2021</u>	<u>2020</u>
Current:		
Federal	\$ 2,281,497	\$ 1,428,797
State	99,322	9,040
	<u>2,380,819</u>	<u>1,437,838</u>
Deferred:		
Federal	(214,352)	(1,303,670)
State	242	-
	<u>(214,110)</u>	<u>(1,303,670)</u>
Total (benefit) expense for income taxes	<u>\$ 2,166,709</u>	<u>\$ 134,168</u>

Section 280E of the Internal Revenue Code ("IRC") prohibits businesses engaged in the trafficking of Schedule I or Schedule II controlled substances from deducting normal business expenses, such as payroll and rent, from gross income (revenue less cost of goods sold). Section 280E was originally intended to penalize criminal market operators, but because cannabis remains a Schedule I controlled substance for U.S. Federal purposes, the Internal Revenue Service (the "IRS") has subsequently applied Section 280E to state-legal cannabis businesses. Cannabis businesses operating in states that align their tax codes with the IRC are also unable to deduct normal business expenses from their state taxes. The nondeductible expenses shown in the effective rate reconciliation above is comprised primarily of the impact of applying Section 280E to the Company's businesses that are involved in selling cannabis, along with other typical non-deductible expenses such as lobbying expenses.

	<u>2021</u>	<u>2020</u>
Net loss for the year before income tax	\$ (190,248)	\$ (4,464,221)
Federal and state income tax rates	21.00%	21.00%
Expected income tax recovery	39,951	(937,486)
IRC 280E disallowance	1,935,581	941,288
Stock options	243,829	268,439
Impairment of consolidated investment	176,816	-
Non-consolidated income	-	54,147
Other permanent differences	(82,301)	15,757
Change in estimates and others	-	1,193,750
Opening deferred tax adjustments	(284,621)	(1,251,727)
Change in tax rates	7,598	-
Change in benefit not recognized	129,856	(150,000)
Total income tax expense	<u>\$ 2,166,709</u>	<u>\$ 134,168</u>

[Other Items](#)

During the year ended July 31, 2021, our other items accounted for \$397,079 in expenses as compared to \$1,082,587 in income for the year ended July 31, 2020. The significant components in other items primarily relates to the Company's decrease in interest income on the secured convertible note related to the investment in GLDH and convertible loan receivable from CCG which decreased from \$1,119,503 to \$163,558. The Company also recognized impairment loss of \$592,547 related to its investments in NMG Ohio and GLDH.

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Net Loss

Net loss for the year ended July 31, 2021 totaled \$1,976,461 compared with a net loss of \$4,598,389 for the year ended July 31, 2020. The decrease in net loss of \$2,621,928 is largely due to the increase in sales and gross margin as discussed above partly offset by an increase general and administrative expenses as discussed above.

Other Comprehensive Income (Loss)

We recorded translation adjustments gain of \$395,945 and loss of \$95,546 for the year ended July 31, 2021 and 2020, respectively. The amounts are included in the statement of operations as other comprehensive income(loss) for the respective years.

Liquidity and Capital Resources

The following table sets out our cash and working capital as of July 31, 2021 and 2020:

	<u>As of</u> <u>July 31,</u> <u>2021</u>	<u>As of</u> <u>July 31,</u> <u>2020</u>
Cash reserves	\$ 7,374,194	\$ 1,352,130
Working capital	\$ 7,852,848	\$ 2,791,289

Financings

During the year ended July 31, 2021, the Company issued 700,000 common shares upon exercise of 700,000 stock option awards with an exercise price of CAD\$0.57 per common share for proceeds of \$317,045 (CAD\$399,000).

On November 14, 2019, the Company issued 22,485 common shares upon exercise of 22,485 warrants at a price of CAD\$0.90 per common share for aggregate proceeds of \$15,291 (CAD\$20,236).

On October 4, 2019, the Company issued 22,727 common shares upon exercise of 22,727 warrants at a price of CAD\$0.90 per common share for aggregate proceeds of \$15,360 (CAD\$20,454).

On September 12, 2019, the Company issued 38,912 common shares upon exercise of 38,912 warrants at a price of CAD\$0.66 per common share for aggregate proceeds of \$19,450 (CAD\$25,682).

On August 12, 2019, the Company issued 81,591 common shares upon exercise of 81,591 warrants at a price of CAD\$0.66 per common share for aggregate proceeds of \$40,765 (CAD\$53,850).

Statement of Cashflows

During the year ended July 31, 2021, our net cash increased by \$6,022,064 (2020: decrease of \$7,652,586), which included net cash provided by operating activities of \$294,965 (2020: used \$2,310,164), net cash used in investing activities of \$831,997 (2020: \$5,337,715), net cash provided by financing activities of \$6,165,726 (2020: \$90,839) and effect of exchange rate changes on cash and cash equivalents of \$393,370 (2020: (\$95,546)).

Cash Flow used in Operating Activities

Cash flow from operating activities totaled \$294,965 during the year ended July 31, 2021 and cash used in operating activities totaled \$2,310,164 during the year ended July 31, 2020. Significant changes in cash used in operating activities are outlined as follows:

- The Company incurred a net loss from operations of \$1,976,461 during the year ended July 31, 2021 compared to \$4,598,389 in 2020. The net loss in 2021 included, among other things, non-cash depreciation of \$765,857 (2020: \$378,105), amortization of right-of-use assets of \$431,427 (2020: \$123,240), amortization of licenses of \$1,122,415 (2020: \$78,025), equity-method investment change from earnings of \$13,219 (2020: \$397,119), impairment loss on its investments in NMG Ohio and GLDH of \$592,747 (2020: \$Nil), and stock-based compensation of \$975,555 (2020: \$1,278,282).

The following non-cash items further adjusted the loss for the year ended July 31, 2021 and 2020:

- Increase in amounts receivable and prepaid of \$528,364 (2020: \$23,077), increase in inventory of \$809,491 (2020: \$587,514), decrease in trade payables and accrued liabilities of \$194,328 (2020: \$290,060), decrease in lease liabilities of \$536,985 (2020: \$88,155), increase in income taxes payable of \$1,798,668 (2020: \$1,370,121), decrease in due to related parties of \$3,439 (2020: increase of \$39,985), net increase in loan due from NMG Ohio of \$891,279 (2020: loan due to NMG Ohio of \$1,139,560) and decrease in deferred tax liability of \$214,110 (2020: 1,303,670).

Cash Flow used in Investing Activities

During the year ended July 31, 2021, investing activities used cash of \$831,997 compared to \$5,337,715 during the year ended July 31, 2020. The change in cash used in investing activities from the year ended July 31, 2021 relates primarily to investment in NMG Ohio of \$136,325 (2020: \$Nil), investment in Green Light District Holdings, Inc. of \$Nil (2020: \$2,893,609), cash received from acquisition of Green Light District Holdings, Inc. of \$65,340 (2020: \$Nil), additional property and equipment of \$402,459 (2020: \$871,720), and payments to SD of \$Nil (2020: \$334,348). The Company also provided a convertible loan of \$358,553 (2020: \$1,238,038) to CCG in Arkansas.

Cash Flow provided by Financing Activities

During the year ended July 31, 2021, financing activities provided cash of \$6,165,726 compared to \$90,839 during the year ended July 31, 2020. During the year ended July 31, 2021, the Company issued 700,000 common shares for proceeds of \$313,415 related to the exercise of 700,000 options. During the year ended July 31, 2020, the Company issued 165,715 common shares for proceeds of \$90,839 related to the exercise of 165,715 warrants.

During the year ended July 31, 2021, the Company received \$6,666,666 initial loan (\$5,852,311 after the 10% origination discount and other fees). See Loan Agreement section under Material Contracts.

Trends and Uncertainties

Potential Impact of the COVID-19 Pandemic

In December 2019, a strain of novel coronavirus (now commonly known as COVID-19) was reported to have surfaced in Wuhan, China. COVID-19 has since spread rapidly throughout many countries, and, on March 11, 2020, the World Health Organization declared COVID-19 to be a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries, including the United States, Canada and China, have imposed unprecedented restrictions on travel, and there have been business closures and a substantial reduction in economic activity in countries that have had significant outbreaks of COVID-19. COVID-19 may have a future material impact on our results of operation with respect to retail sales at our dispensary locations as well as wholesales of our products in Nevada to dispensaries in Nevada. Significant uncertainty remains as to the potential impact of the COVID-19 pandemic on our operations, and on the global economy as a whole. It is currently not possible to predict how long the pandemic will last or the time that it will take for economic activity to return to prior levels. We do not yet know the full extent of any impact on our business or our operations, however, we will continue to monitor the COVID-19 situation closely, and intend to follow health and safety guidelines as they evolve.

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There are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Subsequent events

On August 6, 2021, we entered into management agreements with each of NMG IL 1, LLC (“NMG IL 1”) and NMG IL 4, LLC (“NMG IL 4”) along with an option to indirectly acquire all of the membership interests in each of NMG IL 1 and NMG IL 4 pursuant to a convertible credit facility between our subsidiary, DEP and each of NMG IL 1 and NMG IL 4, and membership interest purchase agreements between DEP and the members of NMG IL 1 and NMG IL 4, subject to obtaining all required local and state regulatory authorization. Each of NMG IL 1 and NMG IL 4 have been identified in the Illinois Department of Financial and Professional Regulation (IDFPR) results of the Social Equity Justice Involved Lottery for 55 Conditional Adult-Use Cannabis Dispensary Licenses (Conditional Licenses) across the state. The certified results are from a lottery with a pool of applicants who scored 85 % or greater in their applications. NMG IL 1 and NMG IL 4 were drawn in BLS Region #5 (Chicago-Naperville-Elgin) where 36 conditional licenses are available. The applications are not tied to specified locations.

On or about September 2, 2021, Australis Capital Inc. sold 9,900,000 of our restricted common shares in a private transaction which resulted in Australis Capital Inc.’s beneficial ownership dropping below 10% of our outstanding common shares. As a result of Australis Capital Inc.’s beneficial ownership falling below 10%, the Strategic Investment Agreement terminated and monthly commercial advisory and consulting fees paid from the Company to Australis were terminated along with Australis Capital Inc.’s entitlement to nominate a director to the board of directors of our Company.

On September 17, 2021, we closed the acquisition of the remaining 70% interest in NMG Ohio. The transaction included the transfer of a dispensary license for the Clubhouse Dispensary in Elyria, Ohio to our wholly owned subsidiary, NMG OH 1, LLC, which became effective on September 4, 2020. The transaction also included the final award of a production license which has now been transferred to our wholly owned subsidiary, NMG OH P1 LLC. As a result of the closing of this acquisition, we now indirectly own 100% of NMG Ohio.

On September 21, 2021, we reported plans to enter the Michigan market with fully funded dispensary, cultivation and production facilities. We have leased a commercial building in Manistee, MI with the intent of developing a cultivation facility with 50,000 square feet of canopy as well as a production facility. Architectural plans are complete for phase one which is planned for 20,000 square feet of canopy, 5,000 square feet of processing and 5,000 square feet of multi-use and office space. The second phase of development is planned for 30,000 square feet of canopy. We, through a wholly owned Michigan subsidiary, have received local and state licensing for our first Michigan dispensary, located in Muskegon. This is a social equity license granted in a limited license jurisdiction. Architect plans are complete, we have received our building permit, and construction has started on the leased building. Our dispensary is on a main thoroughfare street with exceptional parking.

On November 12, 2021 the Compensation Committee and Board of Directors of Body and Mind approved an Executive Bonus Program for FY2022 for the CEO, COO and CFO. The Board of Directors approved an incentive-based cash bonus program for CEO’s consulting company and for the COO of up to a maximum of \$200,000 per CEO or COO based on the consolidated revenue performance of the Company for each quarter of the fiscal year ended July 31, 2022 compared to the prior quarter. Each of the CEO and COO could earn (i) \$5,000 in cash for each 1% revenue growth over the prior quarter, and/or (ii) \$10,000 in cash for each 1% Adjusted EBITDA growth over the prior quarter, all subject to a \$50,000 maximum amount per executive that could be earned for each quarter of the fiscal year ended July 31, 2022. In addition, the Compensation Committee and the Board of Directors approved that they will consider a further discretionary cash bonus to the CEO’s consulting company and the COO at the fiscal year ended July 31, 2022, based on performance metrics of the Company over the course of the fiscal year ended July 31, 2022.

Furthermore, on November 12, 2021, the Compensation Committee and the Board of Directors approved a cash bonus to be paid to the CFO’s consulting company up to a maximum of \$40,000 based on the timing of the filing of Company’s periodic reports for the fiscal year ended July 31, 2022. The bonus consists of a quarterly bonus of \$10,000 per quarter based on filing of the Company’s Form 10-Q’s and 10-K by the filing deadline, not including any extensions pursuant to Rule 12b-25 under the Exchange Act.

Pursuant to certain licensing milestones being achieved under a lease agreement for a premises in Muskegon, Michigan and certain licensing and operational milestones being achieved under two lease agreements for a premises in Manistee, Michigan, on September 21, 2021, we issued 238,929 shares of common stock at a deemed price of CAD\$0.3938 per share to one entity based on the terms and conditions of the certain lease agreement for the Muskegon, MI premises and issued an aggregate of 1,304,601 shares of common stock at a deemed price of CAD\$0.3937 per share to another entity based on the terms and conditions of the two lease agreements for the Manistee, MI premises.

Outstanding share data

At November 12, 2021, we had 110,621,308 issued and outstanding common shares, 9,855,000 outstanding stock options and 17,215,284 outstanding warrants. The outstanding warrant figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by December 31, 2021, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until July 19, 2025.

Critical Accounting Policies

Our financial statements and accompanying notes have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis. The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods.

We regularly evaluate the accounting policies and estimates that we use to prepare our financial statements. In general, management's estimates are based on historical experience, on information from third party professionals, and on various other assumptions that are believed to be reasonable under the facts and circumstances. Actual results could differ from those estimates made by management.

We believe the following critical accounting policies require us to make significant judgments and estimates in the preparation of our consolidated financial statements.

- Income taxes

The determination of deferred income tax assets or liabilities requires subjective assumptions regarding future income tax rates and the likelihood of utilizing tax carry-forwards. Changes in these assumptions could materially affect the recorded amounts, and therefore do not necessarily provide certainty as to their recorded values.

- Foreign currency

The Company determines the functional currency through an analysis of several indicators such as expenses and cash flows, financing activities, retention of operating cash flows, and frequency of transactions with the reporting entity.

- Fair value of financial instruments

Management uses valuation techniques, in measuring the fair value of financial instruments, where active market quotes are not available.

In applying the valuation techniques, management makes maximum use of market inputs wherever possible, and uses estimates and assumptions that are, as far as possible, consistent with observable data that market participants would use in pricing the instrument. Where applicable data is not observable, management uses its best estimate about the assumptions that market participants would make. Such estimates include liquidity risk, credit risk and volatility may vary from the actual results that would be achieved in an arm's length transaction at the reporting date. The assessment of the timing and extent of impairment of intangible assets involves both significant judgements by management about the current and future prospects for the intangible assets as well as estimates about the factors used to quantify the extent of any impairment that is recognized.

- Intellectual property

The recoverability of the carrying value of the intellectual property is dependent on numerous factors. The carrying value of these assets is reviewed by management when events or circumstances indicate that its carrying value may not be recovered. If impairment is determined to exist, an impairment loss is recognized to the extent that the carrying amount exceeds the recoverable amount.

- Stock-based compensation

The option pricing models require the input of highly subjective assumptions, particularly the expected stock price volatility. Changes in the subjective input assumptions can materially affect the fair value estimate, and therefore the existing models do not necessarily provide a reliable single measure of the fair value of the Company's stock options.

- **Business Combination**

The results of businesses acquired in a business combination are included in our consolidated financial statements from the date of the acquisition. Purchase accounting results in assets and liabilities of an acquired business being recorded at their estimated fair values on the acquisition date. Any excess consideration over the fair value of assets acquired and liabilities assumed is recognized as goodwill.

We perform valuations of assets acquired and liabilities assumed on each acquisition accounted for as a business combination in order to record the tangible and intangible assets acquired and liabilities assumed based on our best estimate of fair value. Determining the fair value of assets acquired and liabilities assumed requires management to use significant judgment and estimates including the selection of valuation methodologies, estimates of future revenue and cash flows, discount rates and selection of comparable companies. Significant estimation is required in determining the fair value of the customer relationship intangible assets, deferred revenue and contingent consideration liabilities. The significant estimation is primarily due to the judgmental nature of the inputs to the valuation models used to measure the fair value of these intangible assets, deferred revenue and contingent consideration liabilities, as well as the sensitivity of the respective fair values to the underlying significant assumptions. We use the income approach to measure the fair value of these intangible assets. The significant assumptions used to estimate the fair value of the intangible assets included forecasted revenues from existing customers and existing customer attrition rates. When estimating the significant assumptions to be used in the valuation we include a consideration of current industry information, market and economic trends, historical results of the acquired business and other relevant factors. These significant assumptions are forward-looking and could be affected by future economic and market conditions. We engage the assistance of valuation specialists in concluding on fair value measurements in connection with determining fair values of assets acquired and liabilities assumed in a business combination.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13 "Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. ASU 2016-13 replaces the existing incurred loss impairment model with an expected loss methodology, which will result in more timely recognition of credit losses. ASU 2016-13 is effective for annual reporting periods, and interim periods within those years beginning after December 15, 2022. The Company does not anticipate this amendment to have a significant impact on the consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740) – Simplifying the Accounting for Income Taxes. ASU 2019-12 removes certain exceptions for investments, intraperiod allocations and interim calculations, and adds guidance to reduce complexity in accounting for income taxes. ASU 2019-12 is effective for annual and interim periods beginning after December 15, 2020. Early adoption is permitted. The Company is currently evaluating the effect of adopting this ASU on the Company's consolidated financial statements.

In October 2021, the FASB issued ASU 2021-08, Business Combinations (Topic 805), Accounting for Contract Assets and Contract Liabilities from Contracts with Customers. ASU 2021-08 requires the recognition and measurement of contract assets and contract liabilities acquired in a business combination in accordance with ASC 606, Revenue from Contracts with Customers. Considerations to determine the amount of contract assets and contract liabilities to record at the acquisition date include the terms of the acquired contract, such as timing of payment, identification of each performance obligation in the contract and allocation of the contract transaction price to each identified performance obligation on a relative standalone selling price basis as of contract inception. ASU 2021-08 is effective for the Company beginning in the first quarter of 2023. ASU 2021-08 should be applied prospectively for acquisitions occurring on or after the effective date of the amendments. Early adoption of the proposed amendments would be permitted, including adoption in an interim period. The Company is currently assessing the impact this standard will have on the Company's condensed consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Management of financial risks

The financial risk arising from the Company's operations are credit risk, liquidity risk, interest rate risk and currency risk.

These risks arise from the normal course of operations and all transactions undertaken are to support the Company's ability to continue as a going concern. The risks associated with these financial instruments and the policies on how to mitigate these risks are set out below. Management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

- Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Company is not exposed to credit risk as it does not hold cash in excess of federally insured limits, with major financial institutions. Credit risk associated with the convertible loans receivable (including the investment in and advances to GLDH) arises from the possibility that the principal and/or interest due may become uncollectible. The Company mitigates this risk by managing and monitoring the underlying business relationship. The Company is not currently exposed to any significant credit risk associated with its trade receivable.

- Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company had a working capital of \$7,852,848 as at July 31, 2021. The Company outlined substantial doubt about its ability to continue as a going concern in a prior quarter which has been alleviated by securing long term debt, cash flow positive operations and increased sales. The Company anticipates that current cashflow positive operations, cash on hand and working capital will ensure coverage for all expenses associated with current operations for at least the next 15 months from the issuance of these financial statements. Management believes that the Company has access to capital resources through potential public or private issuances of debt or equity securities to further contribute to the growth of the company.

- Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is not exposed to interest rate risk as it does not hold financial instruments that will fluctuate in value due to changes in market interest rates.

- Currency risk

Currency risk is the risk that the fair values of future cash flows of a financial instrument will fluctuate because they are denominated in currencies that differ from the respective functional currency. The Company is exposed to currency risk by incurring expenditures and holding assets denominated in currencies other than its functional currency. Assuming all other variables remain constant, a 1% change in the Canadian dollar against the US dollar would not result in a significant change to the Company's operations.

- Other risks

The Company is not exposed to other risks unless otherwise noted.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

BODY AND MIND INC.

CONSOLIDATED FINANCIAL STATEMENTS

For the years ended 31 July 2021 and 2020

(Expressed in U.S. Dollars)

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Body and Mind Inc.:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Body and Mind Inc. (“the Company”) as of July 31, 2021, the related consolidated statements of operations and comprehensive loss, changes in stockholders’ equity, and cash flows for the year ended July 31, 2021, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of July 31, 2021, and the results of its operations and its cash flows for the year ended July 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) related to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgements. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Business Combinations

Description of the Critical Audit Matter

As described in note 11 to the consolidated financial statements, the Company completed two business acquisitions with consideration totaling \$3,814,788 and \$8,378,568, respectively. The Company has accounted for both acquisitions under the acquisition method of accounting which requires the assets acquired and liabilities assumed to be recorded at fair value as of the transaction date, for which the Company utilized valuation reports from a third-party valuation firm. We identified the recognition, measurement and disclosure of these acquisitions as a critical audit matter.

The recognition, measurement and disclosure of the Company’s business combinations in the financial statements were considered especially challenging and required significant auditor judgment due to the complex determination by management of the appropriate assumptions, such as discount rates, revenue growth rates, and projected profit margins, for the valuation of acquired net assets and expected probabilities of key outcomes for the valuation of assumed liabilities. The Company used income valuation models including the Multi-Period Excess Earnings Model to measure the fair value of licenses and customer-based intangibles obtained.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the following:

- Testing management’s process for developing the fair value estimates.
- Evaluating management’s and the valuation specialist’s identification of assets acquired and liabilities assumed.
- Evaluating the appropriateness of the income valuation models used by the third-party specialist.
- Testing the completeness and accuracy of underlying data provided by management and used in the fair value estimates.
- Evaluating the significant assumptions used related to sales growth, discount rates, gross profit margins, contributory asset charges, tax rate and useful lives to discern whether they are reasonable considering (i) the current and past performance of the entity; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit.
- Evaluated the qualifications of the third-party firm engaged by the Company based on their credentials and experience.
- Evaluated the accuracy and completeness of the financial statement presentation and disclosure of the acquisitions.

Professionals with specialized skill and knowledge were utilized by the Firm to assist in the evaluation of the valuation models and discount rate assumptions.

/s/ Sadler, Gibb & Associates, LLC

We have served as the Company’s auditor since 2021.

Draper, UT
November 18, 2021

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of
Body and Mind Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Body and Mind Inc. (the "Company") as of July 31, 2020, the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity and cash flows for the year ended July 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of July 31, 2020, and the results of its operations and its cash flows for the year ended July 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Explanatory Paragraph – Change in Accounting Principles

As discussed in Note 3 to the financial statements, the Company changed its method of accounting for leases during the year ended July 31, 2020 due to the adoption of ASU No. 2016-02, Leases (Topic 842), as amended, effective August 1, 2019, using the modified retrospective approach.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Marcum LLP

Marcum LLP

We have served as the Company's auditor since 2020.

Costa Mesa, CA
December 15, 2020

Consolidated Balance Sheets

(U.S. Dollars)

	As of 31 July 2021	As of 31 July 2020
ASSETS		
Current		
Cash	\$ 7,374,194	\$ 1,352,130
Amounts receivable	1,544,957	972,705
Interest receivable on convertible loan (Note 6)	150,000	78,000
Prepays	413,246	138,016
Inventory (Note 5)	2,936,156	1,769,837
Convertible loan receivable (Note 6)	1,648,816	1,290,263
Other loan receivable (Note 7)	239,834	-
Total Current Assets	14,307,203	5,600,951
Deposit	470,546	-
Investment in NMG Ohio LLC (Note 8)	-	3,161,240
Loan receivable from NMG Ohio LLC (Note 8)	891,279	-
Investment in and advances to GLDH (Note 9)	-	8,910,854
Property and Equipment net (Note 10)	4,893,790	4,599,204
Operating lease right-of-use assets (Note 15)	2,539,023	2,133,815
Brand and Licenses net (Note 12)	19,855,068	11,757,483
Goodwill (Note 12)	5,168,902	2,635,721
TOTAL ASSETS	\$ 48,125,811	\$ 38,799,268
LIABILITIES		
Current		
Accounts payable	\$ 1,686,376	\$ 753,846
Accrued liabilities	105,538	30,712
Income taxes payable	3,832,078	1,609,479
Due to related parties (Note 13)	52,074	52,937
Loan payable (Note 14)	16,874	-
Current portion of operating lease liabilities (Note 15)	761,415	362,688
Total Current Liabilities	6,454,355	2,809,662
Long-term operating Lease Liabilities (Note 15)	2,323,525	1,806,212
Loan payable (Note 14)	4,798,871	-
Loan Payable to NMG Ohio LLC (Note 8)	-	466,495
Deferred Tax Liability	198,339	412,450
TOTAL LIABILITIES	13,775,090	5,494,819
STOCKHOLDERS' EQUITY		
Capital Stock— Statement 3 (Note 16)		
Authorized:		
900,000,000 Common Shares – Par Value \$0.0001		
Issued and Outstanding:		
109,077,778 (2020–107,513,812) Common Shares	10,907	10,751
Additional Paid-in Capital	50,312,013	47,665,678
Shares to be Issued	-	19,703
Other Comprehensive Income	1,127,713	731,768
Accumulated Deficit	(17,126,510)	(14,865,608)
TOTAL STOCKHOLDERS' EQUITY ATTRIBUTABLE TO BAM STOCKHOLDERS	34,324,123	33,562,292
NON-CONTROLLING INTEREST	26,598	(257,843)
TOTAL EQUITY	34,350,721	33,304,449
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 48,125,811	\$ 38,799,268

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Operations

(U.S. Dollars)

	Year Ended 31 July	
	2021	2020
Sales	\$ 26,900,869	\$ 6,232,521
Sales tax	(1,200,845)	(945,232)
Cost of sales	(13,709,815)	(3,778,898)
Gross profit	11,990,209	1,508,391
Operating Expenses		
Accounting and legal	973,594	676,935
Bad debt expense	-	54,047
Business development	282,865	449,949
Consulting fees	537,760	565,472
Depreciation	1,457,550	112,025
Insurance	170,520	113,523
Lease expense	431,427	219,384
Licenses, utilities and office administration	2,462,815	1,090,215
Management fees (Note 13)	405,134	449,877
Regulatory, filing and transfer agent fees	61,415	65,997
Rent	186,822	275,102
Salaries and wages	3,400,472	1,589,037
Stock-based compensation (Note 16)	975,555	1,278,282
Travel	56,953	115,354
Total Operating Expenses	(11,402,882)	(7,055,199)
Net Operating Income (Loss)	587,327	(5,546,808)
Other Income (Expenses)		
Foreign exchange, net	235	5,388
Interest expense	(53,394)	(132,718)
Interest income	163,558	1,119,503
Loss on impairment (Notes 8 and 9)	(592,547)	1,008
Loss on settlement (Note 21)	-	(331,743)
Other income (expenses)	(95,416)	26,046
Gain on bargain purchase (Note 11)	167,266	-
Equity-method investment change from earnings (Note 8)	13,219	397,119
Net Income (Loss) Before Income Tax	\$ 190,248	\$ (4,464,221)
Income tax expense	(2,166,709)	(134,168)
Net Loss	(1,976,461)	(4,598,389)
Other Comprehensive Income (Loss)		
Foreign currency translation adjustment	395,945	(95,546)
Comprehensive Loss	\$ (1,580,516)	\$ (4,693,935)
Net income (loss) attributable to:		
Body and Mind Inc.	(2,260,902)	(4,340,546)
Non-controlling interest	284,441	(257,843)
Comprehensive income (loss) attributable to:		
Body and Mind Inc.	(1,864,957)	(4,436,092)
Non-controlling interest	284,441	(257,843)
Loss per Share – Basic and Diluted	\$ (0.02)	\$ (0.04)
Weighted Average Number of Shares Outstanding	108,463,019	102,644,757

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Changes in Stockholders' Equity

(U.S. Dollars)

	Common Shares		Additional paid-in capital	Shares to be issued	Other comprehensive income	Accumulative Deficit	Non- controlling interest	Total
	Number	Amount						
Balance – 31 July 2019	97,279,891	\$ 9,728	\$ 41,765,408	\$ 1,118,815	\$ 827,314	\$ (10,525,062)	\$ -	\$ 33,196,203
Common stock issued in acquisition of GLDH (Note 9)	7,018,115	702	4,094,255	-	-	-	-	4,094,957
Conversion of debt	2,909,091	291	1,196,793	(1,197,084)	-	-	-	-
Exercise of warrants (Note 16)	165,715	16	90,823	-	-	-	-	90,839
Escrow release	141,000	14	33,533	(33,547)	-	-	-	-
Share payment reduction related to investment in GLDH (Note 9)	-	-	(793,416)	-	-	-	-	(793,416)
Stock-based compensation (Note 16)	-	-	1,278,282	-	-	-	-	1,278,282
Accretion and interest on convertible debt	-	-	-	131,519	-	-	-	131,519
Foreign currency translation adjustment	-	-	-	-	(95,546)	-	-	(95,546)
Loss for the year	-	-	-	-	-	(4,340,546)	(257,843)	(4,598,389)
Balance – 31 July 2020	107,513,812	10,751	47,665,678	19,703	731,768	(14,865,608)	(257,843)	33,304,449
Common stock issued in acquisition of NMG Ohio LLC (Note 8)	793,466	79	296,963	-	-	-	-	297,042
Exercise of options (Note 16)	700,000	70	316,975	-	-	-	-	317,045
Escrow release	70,500	7	19,696	(19,703)	-	-	-	-
Warrants issued with debt (Note 14)	-	-	1,037,146	-	-	-	-	1,037,146
Stock-based compensation (Note 16)	-	-	975,555	-	-	-	-	975,555
Foreign currency translation adjustment	-	-	-	-	395,945	-	-	395,945
Loss for the year	-	-	-	-	-	(2,260,902)	284,441	(1,976,461)
Balance – 31 July 2021	109,077,778	10,907	50,312,013	-	1,127,713	(17,126,510)	26,598	34,350,721

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Cash Flows

(U.S. Dollars)

Cash Resources Provided By (Used In)	Year Ended 31 July	
	2021	2020
Operating Activities		
Net loss for the year	\$ (1,976,461)	\$ (4,598,389)
Items not affecting cash:		
Accrued interest and accretion	15,474	131,519
Accrued interest income	(72,000)	(1,029,503)
Advances to GLDH expensed during the year	-	680,018
Amortization of licenses	1,122,415	78,025
Amortization of ROU assets	431,427	123,240
Bargain purchase	(167,266)	-
Deferred tax expense	(214,110)	(1,303,670)
Depreciation	765,857	378,105
Foreign exchange	(236)	196,621
Equity-method investment change from earnings	(13,219)	(397,119)
Impairment loss	592,747	-
Loss on settlement	-	331,743
Stock-based compensation	975,555	1,278,282
Write off of amounts receivable	-	1,008
Write off of inventory	-	208,096
Amounts receivable and prepaids	(528,364)	(23,077)
Interest receivable on convertible loan	-	51,000
Inventory	(809,491)	(587,514)
Trade payables and accrued liabilities	(194,328)	(290,060)
Income taxes payable	1,798,668	1,370,121
Due to related parties	(3,439)	39,985
Lease liabilities	(536,985)	(88,155)
Loan to NMG Ohio LLC	(891,279)	(112,869)
Loan from NMG Ohio LLC	-	1,252,429
Cash provided by (used in) operating activities	294,965	(2,310,164)
Investing Activities		
Investment in NMG Ohio, LLC, net of cash received	(136,325)	-
Investment in GLDH, net of cash received	65,340	(2,893,609)
Other investments	-	(334,348)
Purchase of property and equipment	(402,459)	(871,720)
Convertible loan receivable	(358,553)	(1,238,038)
Cash used in investing activities	(831,997)	(5,337,715)
Financing Activities		
Issuance of shares, net of share issue costs	313,415	90,839
Proceeds from loans payable, net	5,852,311	-
Cash provided by financing activities	6,165,726	90,839
Effect of exchange rate changes on cash	393,370	(95,546)
Net Increase (Decrease) in Cash	6,022,064	(7,652,586)
Cash– Beginning of Year	1,352,130	9,004,716
Cash– End of Year	\$ 7,374,194	\$ 1,352,130

Supplemental Disclosures with Respect to Cash Flows (Note 18)

The accompanying notes are an integral part of these consolidated financial statements.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

U.S. Dollars

1. Nature and Continuance of Operations

Body and Mind Inc. (the “Company”) was incorporated on 5 November 1998 in the State of Delaware, USA, under the name Concept Development Group, Inc. In May 2004, the Company acquired 100% of Vocalscape, Inc. and changed its name to Vocalscape, Inc. On October 28, 2005, the Company changed its name to Nevstar Precious Metals Inc. On October 23, 2008, the Company changed its name to Deploy Technologies Inc. (“Deploy Tech”) and, on September 15, 2010, the Company incorporated a wholly-owned subsidiary, Deploy Acquisition Corp. (“Deploy”) under the laws of the State of Nevada, USA. On September 17, 2010, the Company merged with and into Deploy under the laws of the State of Nevada. Deploy, as the surviving corporation of the merger, assumed all the assets, obligations and commitments of Deploy Tech, and we were effectively re-domiciled in the State of Nevada. Upon the completion of the merger, Deploy assumed the name “Deploy Technologies Inc.”, and all of the issued and outstanding common stock of Deploy Tech was automatically converted into and became Deploy’s issued and outstanding common stock.

On 14 November 2017, the Company acquired Nevada Medical Group, LLC (“NMG”) and changed its name to Body and Mind Inc. The Company is now a supplier and grower of medical and recreational cannabis in the state of Nevada, and has retail operations in California, Ohio, and Arkansas.

Principles of Consolidation

These consolidated financial statements include the financial statements of the Company and its subsidiaries as follows:

Name	Jurisdiction	Ownership	Date of acquisition or formation
DEP Nevada Inc. (“DEP Nevada”)	Nevada, USA	100%	10 August 2017
Nevada Medical Group LLC (“NMG”)	Nevada, USA	100%	14 November 2017
NMG Long Beach LLC	California, USA	100%	18 December 2018
NMG Cathedral City LLC	California, USA	100%	4 January 2019
NMG San Diego LLC	California, USA	60%	30 January 2019
NMG OH 1, LLC	Ohio, USA	100%	30 January 2020
NMG MI 1, Inc.	Michigan, USA	100%	24 June 2021
NMG MI C1 Inc.	Michigan, USA	100%	24 June 2021
NMG MI P1 Inc.	Michigan, USA	100%	24 June 2021

All inter-company transactions and balances are eliminated upon consolidation.

These consolidated financial statements include the following investments accounted for using the equity method of accounting:

Name	Jurisdiction	Ownership	Date of acquisition or formation
NMG Ohio LLC	Ohio, USA	30%	27 April 2017

2. Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13 “Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. ASU 2016-13 replaces the existing incurred loss impairment model with an expected loss methodology, which will result in more timely recognition of credit losses. ASU 2016-13 is effective for annual reporting periods, and interim periods within those years beginning after December 15, 2022. The Company does not anticipate this amendment to have a significant impact on the consolidated financial statements.

Notes to Consolidated Financial Statements
For the year ended 31 July 2021

U.S. Dollars

2. Recent Accounting Pronouncements – Continued

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740) – Simplifying the Accounting for Income Taxes*. ASU 2019-12 removes certain exceptions for investments, intraperiod allocations and interim calculations, and adds guidance to reduce complexity in accounting for income taxes. ASU 2019-12 is effective for annual and interim periods beginning after December 15, 2020. Early adoption is permitted. The Company is currently evaluating the effect of adopting this ASU on the Company's consolidated financial statements.

In October 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805), Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*. ASU 2021-08 requires the recognition and measurement of contract assets and contract liabilities acquired in a business combination in accordance with ASC 606, *Revenue from Contracts with Customers*. Considerations to determine the amount of contract assets and contract liabilities to record at the acquisition date include the terms of the acquired contract, such as timing of payment, identification of each performance obligation in the contract and allocation of the contract transaction price to each identified performance obligation on a relative standalone selling price basis as of contract inception. ASU 2021-08 is effective for the Company beginning in the first quarter of 2023. ASU 2021-08 should be applied prospectively for acquisitions occurring on or after the effective date of the amendments. Early adoption of the proposed amendments would be permitted, including adoption in an interim period. The Company is currently assessing the impact this standard will have on the Company's consolidated financial statements.

The Company does not believe other recently issued but not yet effective accounting standards, if currently adopted, would have a material effect on the consolidated financial position, statements of operations and cash flows.

3. Significant Accounting Policies

The following is a summary of significant accounting policies used in the preparation of these consolidated financial statements.

Reclassification

Certain amounts in the prior period financial statements have been reclassified to conform to the presentation of current period financial statements. These reclassifications had no effect on the previously reported net loss.

Basis of presentation

These consolidated financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States of America ("GAAP") and are expressed in U.S. dollars. The Company's fiscal year end is 31 July.

Amounts receivable

Amounts receivable represents amounts owed from customers for sale of medical and recreational cannabis and sales tax recoverable. Amounts are presented net of the allowance for doubtful accounts, which represents the Company's best estimate of the amount of probable credit losses in the existing accounts receivable balance. The Company determines the allowance for doubtful accounts based on historical experience and current economic conditions. The Company reviews the adequacy of its allowance for doubtful accounts on a quarterly basis. As of 31 July 2021 and 2020, the Company has no allowance for doubtful accounts.

3. Significant Accounting Policies – Continued

Revenue recognition

The Company recognizes revenue from product sales when our customers obtain control of our products. This determination is based on the customer specific terms of the arrangement for wholesale operations. Upon transfer of control, the Company has no further performance obligations. All retail sales are considered COD.

Due to the nature of the Company's revenue from contracts with customers, the Company does not have material contract assets or liabilities that fall under the scope of ASC 606.

The Company's revenues accounted for under ASC 606, generally, do not require significant estimates or judgments based on the nature of the Company's revenue streams. The sales prices are generally fixed and all consideration from contracts is included in the transaction price. The Company's contracts do not include multiple performance obligations or material variable consideration.

See Note 17 for revenue disaggregation table.

Inventory

Inventory consists of raw material, work in progress (live plants and plants in the drying process), finished goods, and consumables. The Company values its raw material, finished goods and consumables at the lower of the actual costs or its current estimated market value less costs to sell. The Company values its work in progress at cost. The Company periodically reviews its inventory for obsolete and potentially impaired items. As of 31 July 2021 and 2020, the Company has no allowance for inventory obsolescence.

Loans receivable

The Company carries its loans receivable at cost and are reviewed for indicators of impairment at least annually.

Property and equipment

Property and equipment are recorded at cost and are amortized over their estimated useful lives on a straight-line basis as follows:

Office equipment	7 years
Cultivation equipment	7 years
Production equipment	7 years
Kitchen equipment	7 years
Vehicles	7 years
Vault equipment	7 years
Leasehold improvements	shorter of useful life or the term of the lease

Intangible Assets

Intangible assets acquired from third parties are measured initially at fair value and either classified as indefinite life or finite life depending on their characteristics. Intangible assets with indefinite lives are tested for impairment at least annually and intangible assets with finite lives are reviewed for indicators of impairment at least annually. The Company's brands and licenses acquired from NMG have indefinite lives; therefore no amortization is recognized. The Company's brands and licenses acquired by NMG SD have a finite life of 10 years, brands and licenses acquired by NMG LB and NMG OH 1 have a finite life of 10 years, customer relationships acquired by NMG OH 1 have a finite life of five years and are amortized over these estimated useful lives on a straight-line basis.

3. Significant Accounting Policies – *Continued*

Goodwill

Goodwill represents the excess of the aggregate purchase price paid over the fair value of the net assets acquired in our business combinations. Goodwill is not amortized and is tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Events or changes in circumstances that could trigger an impairment review include a significant adverse change in business climate, an adverse action or assessment by a regulator, unanticipated competition, a loss of key personnel, significant changes in the manner of our use of the acquired assets or the strategy for our overall business, significant negative industry or economic trends, or significant underperformance relative to expected historical or projected future results of operations. The Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying value, including goodwill. If, after assessing the totality of events or circumstances, the Company determines that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, additional impairment testing is not required. The Company tests for goodwill impairment annually during its fourth quarter.

Income taxes

Deferred income taxes are reported for timing differences between items of income or expense reported in the consolidated financial statements and those reported for income tax purposes in accordance with ASC 740, "Income Taxes", which requires the use of the asset/liability method of accounting for income taxes. Deferred income taxes and tax benefits are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases, and for tax losses and credit carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company provides for deferred taxes for the estimated future tax effects attributable to temporary differences and carry-forwards when realization is more likely than not.

Equity Method Investments

The Company utilizes the equity method when accounting for investments in which the Company is able to exercise significant influence, but does not hold controlling interest. Significant influence is generally presumed to exist when the Company owns between 20% to 50% of the investee. Under the equity method of accounting, the investee's financials are not consolidated within the Company's financial statements.

Basic and diluted net loss per share

The Company computes net income (loss) per share in accordance with ASC 260, "Earnings per Share". ASC 260 requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic EPS is computed by dividing net income (loss) available to common shareholders (numerator) by the weighted average number of shares outstanding (denominator) during the period. Diluted EPS gives effect to all dilutive potential common shares outstanding during the period using the treasury stock method using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. Diluted EPS excluded all dilutive potential shares if their effect is anti-dilutive. Potentially dilutive options of 9,855,000 and warrants of 17,215,284 existed at 31 July 2021. This figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by December 31, 2021, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until July 19, 2025.

3. Significant Accounting Policies – Continued

Comprehensive loss

ASC 220, “Comprehensive Income”, establishes standards for the reporting and display of comprehensive income/loss and its components in the consolidated financial statements. As of 31 July 2021 and 2020, the Company reported foreign currency translation adjustments as other comprehensive income or loss and included a schedule of comprehensive income/loss in the consolidated financial statements.

Foreign currency translation

The Company’s functional currency is the Canadian dollar and its reporting currency is in U.S. dollars. The Company’s subsidiaries have a functional currency in U.S. dollars. The consolidated financial statements of the Company are translated to U.S. dollars in accordance with ASC 830, “Foreign Currency Matters”. Exchange gains and losses on inter-company balances that form part of the net investment in foreign operations are included in other comprehensive income. Monetary assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date. The exchange rates used to translate Canadian dollar to U.S. dollar was 0.8024 for monetary assets and liabilities and 0.7855 as an average rate for transactions occurred during the year ended 31 July 2021. Gains and losses arising on translation or settlement of foreign currency denominated transactions or balances are included in the determination of net loss.

Stock-based compensation

The Company estimates the fair value of each stock option award at the grant date by using the Black-Scholes Option Pricing Model. The fair value determined represents the cost for the award and is recognized over the required service period, generally defined as the vesting period. The Company’s accounting policy is to recognize forfeitures as they occur.

Fair value measurements

The Company accounts for certain assets and liabilities at fair value. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. We categorize each of our fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques (e.g. the Black-Scholes model) for which all significant inputs are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Where applicable, these models project future cash flows and discount the future amounts to a present value using market-based observable inputs including interest rate curves, credit spreads, foreign exchange rates, and forward and spot prices for currencies.
- Level 3 – inputs are generally unobservable and typically reflect management’s estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques, including option pricing models and discounted cash flow models. Our Level 3 assets and liabilities include investments in other private entities, and goodwill and intangible assets, when they are recorded at fair value due to an impairment charge. Unobservable inputs used in the models are significant to the fair values of the assets and liabilities.

The Company measures equity investments without readily determinable fair values on a nonrecurring basis. The fair values of these investments are determined based on valuation techniques using the best information available, and may include quoted market prices, market comparables, and discounted cash flow projections.

The Company’s convertible note receivable was measured at fair value (Note 6).

Other current financial assets and current financial liabilities have fair values that approximate their carrying values.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

U.S. Dollars

3. Significant Accounting Policies – Continued**Use of estimates and assumptions**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from these estimates.

Lease accounting

The Company adopted ASC 842, leases effective 1 August 2019 using a modified retrospective approach. Under ASC 842, leases are separated into two classifications: operating leases and financial leases. Lease classification under ASC 842 is relatively similar to ASC 840. For a lease to be classified as a finance lease, it must meet one of the five finance lease criteria: (1) transference of title/ownership to the lessee, (2) purchase option, (3) lease term for major part of the remaining economic life of the asset, (4) present value represents substantially all of the fair value of the asset, and (5) asset specialization. Any lease that does not meet these criteria is classified as an operating lease. ASC 842 requires all leases to be recognized on the Company's balance sheet. Specifically, for operating leases, the Company recognize a right-of-use asset and a corresponding lease liability upon lease commitment.

4. Financial Instruments

The following table represents the Company's assets that are measured at fair value as of 31 July 2021 and 2020:

	<u>As of 31 July 2021</u>	<u>As of 31 July 2020</u>
Financial assets at fair value		
Cash	\$ 7,374,194	\$ 1,352,130
Convertible loan receivable	1,648,816	1,290,263
Total financial assets at fair value	<u>\$ 9,023,010</u>	<u>\$ 2,642,393</u>

Management of financial risks

The financial risk arising from the Company's operations include credit risk, liquidity risk, interest rate risk and currency risk. These risks arise from the normal course of operations and all transactions undertaken are to support the Company's ability to continue as a going concern. The risks associated with these financial instruments and the policies on how to mitigate these risks are set out below. Management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Company is not exposed to credit risk related to cash and cash equivalents as it does not hold cash in excess of federally insured limits, with major financial institutions. Credit risk associated with the convertible loans receivable (including the investment in and advances to Green Light District Holdings, Inc.) arises from the possibility that the principal and/or interest due may become uncollectible. The Company mitigates this risk by managing and monitoring the underlying business relationship.

Notes to Consolidated Financial Statements
For the year ended 31 July 2021

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4. Financial Instruments – Continued**Liquidity risk**

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company ensures, as far as reasonably possible, that it will have sufficient capital in order to meet short-term business requirements, after taking into account cash flows from operations and the Company's holdings of cash. The Company has cash flows from operations of \$294,965 for the year ended 31 July 2021, and had working capital of \$7,852,848 at 31 July 2021. The Company outlined substantial doubt about its ability to continue as a going concern in a prior quarter which has been alleviated by securing long term debt, cash flow positive operations and increased sales. The Company anticipates that current cashflow positive operations, cash on hand and working capital will ensure coverage for all expenses associated with current operations for at least the next 15 months from the issuance of these financial statements. Management believes that the Company has access to capital resources through potential public or private issuances of debt or equity securities to further contribute to the growth of the company.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is not exposed to interest rate risk as it does not hold financial instruments that will fluctuate in value due to changes in interest rates.

Currency risk

Currency risk is the risk that the fair values of future cash flows of a financial instrument will fluctuate because they are denominated in currencies that differ from the respective functional currency. The Company is exposed to currency risk by incurring expenditures and holding assets denominated in currencies other than its functional currency.

5. Inventory

	<u>31 July 2021</u>	<u>31 July 2020</u>
Work in progress	\$ 503,215	\$ 211,621
Finished goods	1,547,493	959,939
Consumables	<u>885,448</u>	<u>598,277</u>
Total	<u>\$ 2,936,156</u>	<u>\$ 1,769,837</u>

6. Convertible loan receivable

Effective March 15, 2019, the Company, through its wholly owned subsidiaries, DEP Nevada and NMG, entered into a convertible loan agreement and a management agreement with Comprehensive Care Group LLC ("CCG"), an Arkansas limited liability company, with respect to the development of a medical cannabis dispensary facility in West Memphis, Arkansas. The convertible loan agreement can be extended by either party and the current agreement has a maturity date of March 30, 2022. Under no circumstances the maturity date of the convertible loan agreement shall extend beyond the expiration of the management agreement as described below.

Pursuant to the management agreement, NMG will provide operations and management services, including management, staffing, operations, administration, oversight, and other related services. Under the management agreement, NMG will be required to obtain approval from CCG for any key decisions as defined in the agreement and accordingly the Company does not control CCG. NMG will be paid a monthly management fee equal to 66.67% of the monthly net profits of CCG, subject to conversion of the convertible loan as discussed below upon which the monthly management fee shall be \$6,000 per month, unless otherwise agreed by the parties in writing. The management agreement has an expiration of March 15, 2024 and can be mutually extendable.

The convertible loan agreement is for an amount up to \$1,250,000 from DEP to CCG with proceeds to be used to fund construction of a facility, working capital and initial operating expenses. The loan bears interest at a fixed rate of \$6,000 per month until the parties mutually agree to increase the interest. Upon the latter of one year of granting of a medical cannabis dispensary license by the appropriate authorities or one year after entering into the convertible loan agreement, DEP may elect to convert the loan into preferred units of CCG equal to 40% of all outstanding units of CCG, subject to approval of the Arkansas Medical Marijuana Commission.

Body and Mind Inc.

**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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6. Convertible loan receivable – Continued

The Company evaluated the convertible loan receivable's settlement provisions and elected the fair value option in accordance with ASC 825 "Financial Instruments", to value this instrument. Under such election, the loan receivable is measured initially and subsequently at fair value, with any changes in the fair value of the instrument being recorded in the consolidated financial statements as a change in fair value of the financial instruments. The Company estimates the fair value of this instrument by first estimating the fair value of the straight debt portion, excluding the embedded conversion option, using a discounted cash flow model. The Company then estimates the fair value of the embedded conversion option using the Black-Scholes Option Pricing Model. The sum of these two valuations is the fair value of the loan receivable balance of \$1,648,816. Management believes that the accretion of the straight debt portion and embedded derivative related to the conversion option are not material due to the short term maturity of the loan. At 31 July 2021, the Company had advanced \$1,648,816 (2020 - \$1,290,263) and accrued interest income of \$72,000 (2020 - \$90,000) for the year ended 31 July 2021. As of 31 July 2021, total interest receivable was \$150,000 (2020 - \$78,000).

7. Loan receivable

The loan receivable at 31 July 2021 in the amount of \$239,834 acquired from NMG LB (Note 11) is due from an arm's length party that is unsecured, non-interest bearing and due on demand.

8. Investment in NMG Ohio LLC

On 7 June 2018, the Company acquired a 30% interest in NMG Ohio, which had a cannabis dispensary and a provisional production license. On 31 January 2019, the Company entered into a definitive agreement ("Definitive Agreement") to acquire 100% ownership of NMG Ohio, or the remaining 70% interest for total cash payments of \$1,575,000 and issuance of 3,173,864 common shares of the Company. As of 31 July 2019, the Company had issued 2,380,398 of the 3,173,864 common shares with a fair value of \$1,448,805. During the year ended 31 July 2019, the Company made cash payments of \$1,181,250.

The remaining cash payments totaling \$393,750 were paid in October 2020 and the remaining issuance of 793,466 common shares were issued in October 2020. The dispensary license and the assets and liabilities associated with The Clubhouse Dispensary were transferred into the Company's wholly-owned subsidiary, NMG OH 1 LLC on September 4, 2020.

The provisional production license remains in NMG Ohio and the Company anticipate closing the acquisition of the remaining 70% interest in NMG Ohio upon receipt of production license.

Following the completion of license transfer of the Ohio dispensary on 4 September 2020 to the Company's wholly-owned subsidiary, NMG OH 1, the Company began consolidating the assets, liabilities, revenues and expenses related to the dispensary. The Company still accounts for its 30% ownership interest in NMG Ohio as an investment using the equity method of accounting. During the period from 1 August 2020 to 4 September 2020, NMG Ohio recorded net revenues of \$534,971, expenses of \$490,906 and a net income of \$44,065. The Company recorded an equity in earnings of \$13,219 relating to its 30% pro rata share of net income which was included in other items on the statement of operations. During the period from 5 September 2020 to 31 July 2021, NMG Ohio did not have any operating activities.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

U.S. Dollars

	<u>31 July 2021</u>	<u>31 July 2020</u>
30% equity investment:		
Opening balance	\$ 531,185	\$ 134,066
Equity-method investment change from earnings	13,219	397,119
Total equity investment in NMG Ohio	<u>544,404</u>	<u>531,185</u>
Acquisition of remaining 70% interest:		
Opening balance	2,630,055	2,630,055
Acquisition costs: Common shares issued to vendors at fair value	297,042	-
Acquisition costs: Cash payments to vendors	393,750	-
Foreign exchange	7,919	-
Total advances for remaining 70% acquisition of NMG Ohio	<u>3,328,766</u>	<u>2,630,055</u>
Impairment loss	(58,382)	-
Acquisition of The Clubhouse Dispensary (Note 11)	(3,814,788)	-
Total investment in NMG Ohio	<u>\$ -</u>	<u>\$ 3,161,240</u>
Loan receivable (payable) to NMG Ohio		
Opening balance	\$ (466,495)	\$ 701,781
Advances provided to NMG Ohio	1,120,015	112,869
Advances received from NMG Ohio	-	(1,252,429)
Foreign exchange	4,671	(28,716)
Transferred to NMG OH 1 and eliminated on consolidation	233,088	-
Loan receivable (payable) to NMG Ohio	<u>\$ 891,279</u>	<u>\$ (466,495)</u>

During the year ended 31 July 2021, the Company provided \$891,279 to NMG Ohio related to build-out of production facility and license fees.

9. Investment in and advances to GLDH

Interim Agreement – 28 November 2018

On 28 November 2018, the Company entered into a binding interim agreement (the “Interim Agreement”) with GLDH, a private company incorporated under the laws of Delaware, and David Barakett (“Barakett”) whereby the Company agreed to acquire 100% of the issued and outstanding common shares of GLDH in connection with the issuance of convertible notes (the “Transaction”). GLDH held a number of assets relating to the production and sale of cannabis products in the United States of America. The Transaction was contingent upon the Company completing its due diligence.

The terms of the Interim Agreement include the following:

The Company was to issue to Barakett common shares of the Company (the “Earn Out Shares”) based on the CSE listed 5-day VWAP of the common shares of the Company and at the USD/CAD exchange rate at the close of market on 27 November 2018. The common shares of the Company had a 5-day VWAP of CAD\$0.7439 at a USD/CAD exchange rate of 1.3296 and as a result the Company agreed to issue up to a maximum of 11,255,899 common shares with a maximum consideration of US\$6,297,580 or CAD\$8,373,263. Barakett was eligible to receive Earn Out Shares for a period of 12 months on the following basis:

1. upon GLDH obtaining all of (i) the Long Beach Recreational License; (ii) the San Diego Medical License; (iii) the San Diego Recreational License; and (iv) the San Diego State License (“Milestone I”), the issuance of Earn Out Shares to Barakett totaling 5,627,950 shares (50% of the total Earn Out Shares);
2. upon GLDH achieving total attributable revenues of at least US\$3,300,000 over a period of three consecutive months from each of the Long Beach dispensary, the San Diego dispensary and Las Vegas ShowGrow (“Milestone II”), the issuance of Earn Out Shares to Barakett totaling 4,502,360 (40% of the total Earn Out Shares); and
3. prior to the completion of Milestone I and Milestone II, and upon completion of a certain audit of GLDH showing no taxes outstanding or any unknown material liabilities for GLDH, the issuance of Earn Out Shares to Barakett totaling 1,125,589 shares (10% of the total Earn Out Shares).

Additionally, the Company made an investment into GLDH by way of a US\$5,200,000 senior secured convertible note (the “Note”) bearing interest at a rate of 20% per annum to be repaid to the Company on 28 November 2020 unless converted by the Company in accordance with the agreement. The Note was secured by a general security agreement and a UCC-1 financing statement in all U.S. states where GLDH has assets. Barakett provided a personal guarantee to the Company for the Note.

In order for the Company to fund the Note:

1. the Company entered into a loan agreement with Australis Capital Inc. (“Australis”). see also Note 20 whereby Australis provided the Company a two-year US\$4,000,000 loan; and
2. Australis exercised 3,206,160 warrants at a price of CAD\$0.50 per common share for aggregate proceeds of approximately US\$1,200,000 converted using an exchange rate of 0.7518.

Definitive Agreement (Superseding Interim Agreement)

On 3 July 2019, the Company entered into the following agreements with GLDH and other third parties:

1. a definitive asset purchase agreement (the “Purchase Agreement”) between the Company’s wholly owned subsidiary, NMG Long Beach, LLC (“NMG LB”), GLDH and Airport Collective, Inc. to acquire 100% ownership interest in GLDH’s Long Beach, California dispensary;

9. Investment in and advances to GLDH – *Continued*

Definitive Agreement (Superseding Interim Agreement) – *Continued*

2. a settlement agreement (“NMG SD Settlement Agreement”) between the Company and its subsidiaries, and GLDH and its subsidiaries, to acquire a 60% ownership interest in GLDH’s San Diego, California dispensary; and
3. a lease assignment (the “Lease Assignment Agreement”) on the San Diego operation between the Company’s 60%-owned subsidiary, NMG San Diego, LLC (“NMG SD”), Green Road, LLC, Show Grow San Diego, LLC (“SGSD”), and SJJR LLC.

The Purchase Agreement, NMG SD Settlement Agreement and Lease Assignment agreement supersede the Interim Agreement and are subject to certain closing conditions including receipt of applicable licences.

1. The Purchase Agreement was executed under the following terms:

The purchase price is USD\$6,700,000 (the “Purchase Price”). The consideration under the Purchase Agreement includes the following on closing:

- i. The USD\$5,200,000 Note and accrued interest is to be applied towards the Purchase Price; and
 - ii. USD\$1,500,000 to be paid in common shares of the Company at a price of CAD\$0.7439 per common share to a maximum of 2,681,006 common shares (the “Share Payment”) (issued) (Note 16) upon NMG LB receiving the transfer of all licenses, permits and BCC authorizations for NMG LB to conduct medical and adult-use commercial cannabis retail operations. The Share Payment is subject to reduction equal to the net liability of GLDH and Airport Collective.
2. The NMG SD Settlement Agreement’s consideration includes the following on closing:
 - i. USD\$500,000 to be paid in common shares (624,380 common shares issued) (Note 16) to SGSD at a share price equal to the maximum allowable discount pursuant to Canadian Securities Exchange policies, upon execution of the settlement agreement;
 - ii. USD\$750,000 to be paid in common shares (issued) (Note 16) to Barakett at a price of CAD\$0.7439 per 4common share to a maximum of 1,340,502 Common Shares (the “DB Share Payment”) upon NMG SD receiving all licenses, permits and authorizations for NMG SD to conduct medical commercial cannabis retail operations; and
 - iii. USD\$750,000 to be paid in common shares (issued) (Note 16) to Barakett at a price of CAD\$0.7439 per common share to a maximum of 1,340,502 common shares (the “DB Additional Shares Payment”) upon NMG SD receiving all licenses, permits and authorizations for NMG SD to conduct adult-use commercial cannabis retail operations.
 3. The Lease Assignment Agreement was executed under the following terms:

The Company is required to issue cash and share payments to the landlord as follows:

 - i. USD\$700,000, payable in common shares (1,031,725 common shares issued) (Note 16) at a share price equal to the maximum allowable discount pursuant to Canadian Securities Exchange policies, upon execution of the assignment agreement;
 - ii. USD\$783,765, payable in cash (paid), within 5 business days following execution of the assignment agreement (paid); and

Body and Mind Inc.**Notes to Consolidated Financial Statements
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9. Investment in and advances to GLDH – Continued**Definitive Agreement (Superseding Interim Agreement) – Continued**

- iii. USD\$750,000, payable in cash (paid), including interest at 5% per annum, upon receipt of the San Diego Conditional Use Permit allowing adult-use commercial cannabis retail operations.

Additionally:

- The Company is to provide a loan to GLDH in the amount of USD\$200,000 at an interest rate of 12% per annum, accrued and compounded quarterly and due within 3 years (provided);
- The Company is to enter into a consulting agreement with Barakett through NMG LB to provide certain consulting and advisory services to NMG LB, agreeing to pay Barakett a total of USD\$200,000 (\$50,000 paid in fiscal 2019 and additional \$150,000 paid during the year ended 31 July 2020);
- The Company will forgive approximately USD\$800,000 for prior operating loans advanced by the Company to GLDH; and;
- The Company licenses certain intellectual property from Green Light District Management, LLC and GLDH (collectively referred to as “Licensor”). The Licensor grants the Company a perpetual license to utilize its operational intellectual property consisting of customer data, sales data, customer outreach strategies standard operating procedures, and other proprietary operational intellectual property. Licensor grants the Company a license for 2 years to utilize intellectual property such as trademarks and branding (the “Branding IP”). As consideration for the licenses, the Company has agreed to utilize the Branding IP until 19 June 2021 at the Company’s premises and at the San Diego retail locations for a period of 2 years from operations commencing at that location. Additionally, the Company agreed to pay the Licensor 3% of gross receipts from sales at the Long Beach dispensary.

The total investment in GLDH at 31 July 2021 and 2020 is as follows:

	<u>31 July 2021</u>	<u>31 July 2020</u>
Opening balance	\$ 8,910,854	\$ 7,373,036
Share issuances	-	4,092,175
Share payment reduction	-	(793,416)
Interest income accrued on the Note	88,143	1,040,000
Advances for working capital	3,030	2,143,609
Lease Assignment Agreement payment	-	750,000
Amount transferred to Property and Equipment	-	(1,431,585)
Amount transferred to Brand and Licenses	-	(3,585,483)
Expensed during the year	(188,879)	(501,862)
Foreign exchange	99,585	(175,620)
	<u>8,912,733</u>	<u>8,910,854</u>
Impairment loss	(534,165)	-
Acquisition of ShowGrow Long Beach dispensary (Note 11)	<u>(8,378,568)</u>	<u>-</u>
Ending balance	<u>\$ -</u>	<u>8,910,854</u>

In April 2020, the Company fulfilled all obligations under the NMG SD Settlement Agreement and the Lease Assignment Agreement and completed the acquisition of a 60% owned dispensary located in San Diego (the “SD Transaction”). The SD Transaction was accounted for as an asset acquisition. The Company acquired the rights to an existing lease that was zoned for use as a cannabis dispensary.

The Company owns the dispensary through a 60% owned subsidiary, NMG SD. The Company consolidated 100% of the assets, liabilities and the operations of NMG SD with 40% disclosed as a non-controlling interest.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021***U.S. Dollars***10. Property and Equipment**

	Office Equipment	Cultivation Equipment	Production Equipment	Kitchen Equipment	Vehicles	Vault Equipment	Leasehold Improvements	Total
Cost:								
Balance, 31 July 2020	\$ 73,310	\$ 478,187	\$ 545,723	\$ 51,108	\$ 38,717	\$ 2,172	\$ 4,245,389	\$ 5,434,606
Additions (disposals)	328,261	(12,077)	24,979	-	-	8,163	810,410	1,159,736
Balance, 31 July 2021	401,571	466,110	570,702	51,108	38,717	10,335	5,055,799	6,594,342
Accumulated Depreciation:								
Balance, 31 July 2020	15,844	182,232	130,421	14,421	18,797	897	472,790	835,402
Depreciation	33,921	68,312	79,745	7,301	5,531	893	669,447	865,150
Balance, 31 July 2021	49,765	250,544	210,166	21,722	24,328	1,790	1,142,237	1,700,552
Net Book Value:								
At 31 July 2020	57,466	295,955	415,302	36,687	19,920	1,275	3,772,599	4,599,204
At 31 July 2021	\$ 351,806	\$ 215,566	\$ 360,536	\$ 29,386	\$ 14,389	\$ 8,545	\$ 3,913,562	\$ 4,893,790

For the year ended 31 July 2021, a total depreciation of \$765,857 (2020 - \$112,025) was included in General and Administrative Expenses and a total depreciation of \$453,884 (2020 - \$266,080) was included in Cost of Sales.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

U.S. Dollars

11. Business Acquisition**The Clubhouse dispensary**

The acquisition of The Clubhouse dispensary allows the Company to expand into the State of Ohio. On 4 September 2020, NMG OH 1 received all approvals and final license and name transfer from the Ohio Department of Pharmacy for Clubhouse dispensary located in Elyria, Ohio. The acquisition was accounted for as a business combination in accordance with ASC 805, Business Combinations. The following table summarizes the fair value of the assets acquired and the liabilities assumed, which were recorded as of the acquisition date, as well as the aggregate consideration for the acquisition of NMG OH 1 made by the Company:

Purchase consideration (Note 8)	\$ 3,814,788
Assets acquired:	
Cash	257,462
Amounts receivable	510,367
Prepaid expenses	4,965
Inventory	178,898
Property and equipment	763,951
Licenses and customer relationships	2,710,000
Liabilities assumed:	
Trade payable and accrued liabilities	(443,589)
Net assets acquired	3,982,054
Bargain purchase	(167,266)
TOTAL	\$ 3,814,788

ShowGrow Long Beach dispensary

The acquisition of ShowGrow Long Beach dispensary allows the Company to expand its presence in the California market. On 28 August 2020, NMG LB received all approvals and final license transfer for the ShowGrow Long Beach dispensary. The acquisition was accounted for as a business combination in accordance with ASC 805, Business Combinations. The following table summarizes the fair value of the assets acquired and the liabilities assumed, which were recorded as of the acquisition date, as well as the aggregate consideration for the acquisition of NMG LB made by the Company:

Purchase consideration (Note 9)	\$ 8,378,568
Assets acquired:	
Cash	65,340
Prepaid expenses	15,264
Inventory	177,930
Property and equipment	5,402
Loan receivable (Note 7)	239,834
Liabilities assumed:	
Trade payable and accrued liabilities	(732,262)
Income taxes payable	(423,931)
Loans payable (Note 14)	(12,190)
Net liabilities acquired	(664,613)
Brand and licenses	6,510,000
Goodwill	2,533,181
TOTAL	\$ 8,378,568

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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11. Business Acquisition – Continued**Pro Forma**

The following table summarizes the results of operations of both The Clubhouse Dispensary and NMG LB since the acquisition dates included in the Company's consolidated results of operations for the year ended 31 July 2021:

	The Clubhouse	
	Dispensary	NMG LB
Revenue	\$ 6,643,561	\$ 5,940,087
Net income	\$ 1,565,316	\$ 283,569

The following table summarizes our consolidated results of operations for the years ended 31 July 2021 and 2020 as though the acquisitions of The Clubhouse Dispensary and NMG LB had occurred on 1 August 2019.

	Year ended 31 July 2021	
	As Reported	Pro Forma (unaudited)
Revenue	26,900,869	27,972,106
Net loss	(1,976,461)	(1,913,199)

	Year ended 31 July 2020	
	As Reported	Pro Forma (unaudited)
Revenue	6,232,521	16,859,485
Net income	(4,598,389)	(4,238,491)

The unaudited pro forma information set forth above is for informational purposes only and include all adjustments necessary for the fair presentation, in all material respects, of the Company's combined operations including The Clubhouse Dispensary and NMG LB as if the business combinations occurred on 1 August 2019. No adjustments have been made to reflect potential cost savings that may occur subsequent to completion of the transactions. The unaudited pro forma financial information is not intended to reflect the results of operations of the Company which would have actually resulted had the proposed transaction been effected on the date indicated above. Further, the unaudited pro forma financial information is not necessarily indicative of the results of operations that may be obtained in the future. The actual pro forma adjustments will depend on a number of factors, and could result in a change to the unaudited pro forma financial information.

12. Goodwill and Intangible Assets, Net

The following table displays the changes in the gross carrying amount of goodwill:

Balance at July 31, 2020	\$ 2,635,721
Increase due to acquisitions	2,533,181
Balance at July 31, 2021	\$ 5,168,902

There were no impairments recorded against goodwill during the year ended July 31, 2021 and 2020, respectively.

Body and Mind Inc.

**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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12. Goodwill and Intangible Assets, Net – Continued

Intangible assets consisted of the following:

	<u>Gross carrying amount</u>	<u>Weighted average life (years)</u>	<u>As of 31 July 2021</u>	
			<u>Accumulated amortization</u>	<u>Net carrying amount</u>
Intangible assets:				
Brand	\$ 247,000	-	\$ -	\$ 247,000
Licenses	20,718,508	10.0	(1,184,175)	19,534,333
Customer relationships	90,000	5.0	(16,265)	73,735
Total intangible assets	\$ 21,055,508		\$ (1,200,440)	\$ 19,855,068
			<u>As of 31 July 2020</u>	
	<u>Gross carrying amount</u>	<u>Weighted average life (years)</u>	<u>Accumulated amortization</u>	<u>Net carrying amount</u>
Intangible assets:				
Brand	\$ 247,000	-	\$ -	\$ 247,000
Licenses	11,588,508	10.0	(78,025)	11,510,483
Total intangible assets	\$ 11,835,508		\$ (78,025)	\$ 11,757,483

Amortization expense for intangible assets was \$1,122,145 and \$78,025 for the years ended 31 July 2021 and 2020, respectively. Included in the licenses is \$7,925,000 of indefinite lived assets.

The expected amortization of the intangible assets, as of 31 July 2021, for each of the next five years and thereafter is as follows:

2022	\$ 1,199,162
2023	1,199,162
2024	1,199,162
2025	1,199,162
2026	1,199,162
Thereafter	5,687,258
	\$ 11,683,068

Body and Mind Inc.

Notes to Consolidated Financial Statements

For the year ended 31 July 2021

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13. Related Party Balances and Transactions

In addition to those disclosed elsewhere in these consolidated financial statements, related party transactions paid/accrued for the years ended 31 July 2021 and 2020 are as follows:

	For the year ended 31 July 2021	For the year ended 31 July 2020
A company controlled by the President, Chief Executive Officer and a director Management fees	\$ 159,657	\$ 154,439
A company controlled by the Chief Financial Officer and a director Management fees	109,487	91,594
A company controlled by a former director and former President of NMG Management fees	65,000	141,665
A company controlled by the Corporate Secretary Management fees	70,990	63,853
Consulting fees	-	3,044
A company controlled by the former Chief Executive Officer and a former director Management fees	-	9,224
	<u>\$ 405,134</u>	<u>\$ 463,819</u>

Amounts owing to related parties at 31 July 2021 and 2020 are as follows:

- a) As of 31 July 2021, the Company owed \$26,841 (2020 - \$14,229) to the Chief Executive Officer of the Company and a company controlled by him.
- b) As of 31 July 2021, the Company owed \$18,914 (2020 - \$7,833) to the Chief Financial Officer of the Company and a company controlled by him.
- c) As of 31 July 2021, the Company owed \$6,319 (2020 - \$5,875) to the Corporate Secretary of the Company and a company controlled by him.
- d) As of 31 July 2021, the Company owed \$Nil (2020 - \$25,000) to the former director and former President of NMG of the Company and a company controlled by him.

The above amounts owing to related parties are unsecured, non-interest bearing and are due on demand.

Body and Mind Inc.**Notes to Consolidated Financial Statements
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14. Loans payable

The loan payable at 31 July 2021 in the amount of \$16,874 assumed from NMG LB (Note 11) is unsecured, non-interest bearing and has no set terms of repayment.

On 19 July 2021, the Company entered into and closed a loan agreement (the "Loan Agreement") with FG Agency Lending LLC (the "Agent") and Bomind Holdings LLC (the "Lender"). Upon entering into the Loan Agreement, the Lender provided the initial term loan (the "Initial Term Loan") in the face amount of \$6,666,667 of which \$6,000,000 was advanced to the Company with the 10% representing an origination discount as consideration for the use or forbearance of money. The Company may draw upon the remaining face amount of \$4,444,444 (the "Delayed Draw Term Loan") upon providing a 30-day request to the Agent by 1 December 2021, whereby \$4,000,000 will be advanced to the Company after applying the 10% origination discount. The Initial Term Loan and the Delayed Draw Term Loan mature on 19 July 2025 and bear interest at a rate of 13% per annum payable on the first day of each month hereafter.

Pursuant to the Loan Agreement, the Company issued an aggregate of 8,000,000 common stock purchase warrants (each, a "Warrant") to the Agent of which (i) 4,800,000 Warrants will entitle the holder to acquire shares of common stock (each, a "Warrant Share") at an exercise price of \$ 0.40 per Warrant Share until July 19, 2025, and (ii) 3,200,000 Warrants will be held in escrow by us and released to the Agent at the time the Company draws on the Delayed Draw Term Loan, or cancelled if we do not draw on the Delayed Draw Term Loan, which will entitle the holder to acquire a Warrant Share at an exercise price of \$0.45 per Warrant Share until July 19, 2025.

The 4,800,000 Warrants were valued at \$1,037,146 using the Black Scholes Option Pricing Model using the following assumptions:

Expected life of the options	4.00 years
Expected volatility	139%
Expected dividend yield	0%
Risk-free interest rate	0.55%

The Company also paid agent fee, legal fees and other fees in the amount of \$175,758.

The Initial Term Loan is secured by certain of the Company's assets, equity interest in subsidiaries and various agreements, under the Security Agreement, the Pledge Agreement and the Omnibus Collateral Assignment.

15. Operating leases

- a) On 10 November 2017, NMG entered into a revised five-year lease agreement for the property located at 3375 Pepper Lane, Las Vegas, NV, containing approximately 18,000 square feet. The Company has four options to extend the lease and each option is for five years. The monthly rent was \$12,500 plus common area expenses, which increased to \$12,875 plus common area expenses on 1 January 2019 and again increased to \$13,261 plus common area expenses on 1 December 2019. The guaranteed minimum monthly rent is subject to a 2% increase on each anniversary date of the lease.
- b) On 9 April 2019, NMG entered into a three-year lease agreement for the property located at 6420 Sunset Corporate Drive, Las Vegas, NV, containing approximately 7,700 square feet. The Company has one option to extend the lease for an additional three-year term and an option to purchase the property at any point during the initial term. The monthly rent is \$6,026 plus \$1,129 in common area expenses, totaling \$7,156 every month.
- c) On 24 April 2020, the Company assumed a five-year lease dated 1 December 2018, as amended on 13 June 2019, for the property located at 7625 Carroll Road, San Diego, CA. The Company has three options to extend the lease and each option is for five years. The monthly rent is \$15,450 per month increasing by 3% every year until 1 December 2022. The lease contains a sale bonus provision of \$1,000,000 or 10% of the purchase price of the entire business, whichever is greater, in the event of sale or assignment of the lease.
- d) On August 2, 2018, NMG Ohio, LLC entered into a three-year lease agreement for the property located at 709 Sugar Lane, Elyria, Ohio 44035, containing approximately 4,100 square feet. The Company has three options to extend the lease and each option is for three years. The rent is \$4,000 per month increasing by 5% starting on 1 July 2021 and 1 July 2024.
- e) On 28 August 2020, the Company assumed a five-year lease dated 10 January 2017, as amended on 7 September 2018, for the property located at 3411 E. Anaheim St., Long Beach, California. The Company has one option to extend the lease for five years. The rent is \$7,317 per month increasing by 3% every year until 10 January 2022.
- f) The Company also has various lease agreements in Michigan (Note 19). The Company has not yet taken possession of the premises.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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15. Operating leases– Continued

On adoption of ASC 842, Lease Accounting, the Company recognized right-of-use assets (Notes 10 and 18), and a corresponding increase in lease liabilities, in the amount of \$1,181,143 which represented the present value of future lease payments using a discount rate of 12% per annum related to the two leases in Nevada, USA. The Company adopted the modified retrospective approach on adopting ASC 842 and accordingly the adoption was made effective 1 August 2019, with no restatement of the prior year comparatives.

On the assumption of the lease in San Diego, California, the Company recognized right-of-use assets (Notes 10 and 18), and a corresponding increase in lease liabilities, in the amount of \$662,800 which represented the present value of future lease payments using a discount rate of 12% per annum.

During the year ended 31 July 2021, the Company recorded a total lease expense of \$577,272 related to the accretion of lease liabilities and the depreciation of right-of-use assets of which \$431,427 was included in General and Administrative Expenses and \$145,845 was included in Cost of Sales.

Supplemental cash flow information related to leases was as follows:

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows from operating leases	\$ 536,985
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Right-of-use assets obtaining in exchange for lease obligations:

Operating leases	\$ 380,832
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Weighted-average remaining lease term – operating leases	6.27 years
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Weighted-average discount rate – operating leases	12%
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The discount rate of 12% was determined by the Company as the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment.

Maturities of lease liabilities were as follows:

Year Ending 31 July	Operating Leases
2022 ⁽¹⁾	\$ 1,051,964
2023	596,273
2024	607,262
2025	617,942
2026 and thereafter	1,366,633
Total lease payments	\$ 4,240,074
Less imputed interest	(1,155,134)
Total	\$ 3,084,940
Less current portion	(761,415)
Long term portion	2,323,525

(1) Includes accrued liability for certain milestones met under three separate leases in Michigan (Note 19).

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16. Capital Stock

The Company's authorized share capital comprises 900,000,000 Common Shares, with a \$0.0001 par value per share.

On 12 August 2019, the Company issued a total of 4,337,111 common shares of the Company in connection with the Purchase Agreement, NMG SD Settlement Agreement and the Lease Assignment Agreement valued at \$2,752,782 (Notes 9 and 18).

On 12 August 2019, the Company issued 81,591 common shares upon exercise of 81,591 warrants at a price of CAD\$0.66 per common share for aggregate proceeds of \$40,688 (CAD\$53,850).

On 12 September 2019, the Company issued 38,912 common shares upon exercise of 38,912 warrants at a price of CAD\$0.66 per common share for aggregate proceeds of \$19,405 (CAD\$25,682).

On 4 October 2019, the Company issued 22,727 common shares upon exercise of 22,727 warrants at a price of CAD\$0.90 per common share for aggregate proceeds of \$15,455 (CAD\$20,454).

On 4 November 2019, the Company issued 22,485 common shares upon exercise of 22,485 warrants at a price of CAD\$0.90 per common share for aggregate proceeds of \$15,291 (CAD\$20,236).

On 14 November 2019, the Company issued 70,500 previous escrowed shares with a fair value of \$17,786 to Toro Pacific Management Inc. in connection with the acquisition of NMG (Note 18).

On 24 April 2020, the Company issued 2,681,004 common shares valued at \$1,342,175 (CAD\$1,796,272) in relation to NMG SD Settlement Agreement (Notes 9 and 18).

On 14 May 2020, the Company issued 70,500 previous escrowed shares with a fair value of \$15,760 to Toro Pacific Management Inc. in connection with the acquisition of NMG.

On 1 July 2020, the Company issued 2,909,091 shares of common stock valued at \$1,197,084 to Australis pursuant to the conversion of the convertible debenture (Note 10).

On 21 October 2020, the Company issued 793,466 common shares valued at \$297,042 in relation to acquiring the remaining 70% interest in NMG Ohio (Notes 8 and 11).

On 14 November 2020, the Company issued 70,500 previously escrowed shares with a fair value of \$19,703 to Toro Pacific Management Inc. in connection with the acquisition of NMG.

During the year ended July 31, 2021, the Company issued 700,000 common shares upon exercise of 700,000 stock option awards with an exercise price of CAD\$0.57 per common share for proceeds of \$317,045 (CAD\$399,000).

The Company has 2,681,006 common shares held in escrow, in which a portion are subject to not be released, but eventually returned and cancelled attributed to its acquisition of the ShowGrow Long Beach dispensary (Notes 9 and 11).

Body and Mind Inc.

**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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16. Capital Stock – Continued

Stock options

The Company previously approved an incentive stock option plan, pursuant to which the Company may grant stock options up to an aggregate of 10% of the issued and outstanding common shares in the capital of the Company from time to time.

	Number of options	Weighted average exercise price	Weighted average contractual term remaining (in years)	Aggregate intrinsic value
Outstanding at 31 July 2019	6,075,000	CAD\$ 0.62	3.69	CAD\$ 1,675,750
Granted	5,505,000	CAD\$ 0.80		
Cancelled	(2,425,000)	CAD\$ 0.73		
Outstanding at 31 July 2020	9,155,000	CAD\$ 0.70	3.48	CAD\$ -
Granted	1,500,000	CAD\$ 0.61		
Cancelled	(100,000)	CAD\$ 0.66		
Exercised	(700,000)	CAD\$ 0.57		
Outstanding at 31 July 2021	9,855,000	CAD\$ 0.71	2.76	CAD\$ 3,750
Vested and fully exercisable at 31 July 2021	7,055,000	CAD\$ 0.70	2.30	CAD\$ 2,812

On 21 August 2019, the Company issued 2,850,000 stock options with an exercise price of CAD\$0.88 per share for a term of five years expiring on 21 August 2024. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant. During the year ended 31 July 2020, the Company cancelled 950,000 stock options in this series due to forfeiture.

The total fair value of the stock options granted was calculated to be \$1,373,856 (CAD\$1,818,232) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	195%
Expected dividend yield	0%
Risk-free interest rate	1.28%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$314,758 (CAD\$405,450) (2020 - \$977,571 (CAD\$1,315,178)) related to these options.

On 1 October 2019, the Company issued 250,000 stock options with an exercise price of CAD\$0.93 per share for a term of five years expiring on 1 October 2024. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$145,045 (CAD\$191,960) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	194%
Expected dividend yield	0%
Risk-free interest rate	1.37%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$42,840 (CAD\$55,183) (2020 - \$103,570 (CAD\$139,338)) related to these options.

Body and Mind Inc.**Notes to Consolidated Financial Statements
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16. Capital Stock – Continued**Stock options – Continued**

On 23 January 2020, the Company issued 200,000 stock options with an exercise price of CAD\$0.88 per share for a term of five years expiring on 23 January 2025. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$68,645 (CAD\$90,608) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	173%
Expected dividend yield	0%
Risk-free interest rate	1.43%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$28,055 (CAD\$36,139) (2020 - \$35,470 (CAD\$47,719)) related to these options.

On 1 March 2020, the Company issued 250,000 stock options with an exercise price of CAD\$0.41 per share for a term of five years expiring on 1 March 2025. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$56,287 (CAD\$75,331) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	127%
Expected dividend yield	0%
Risk-free interest rate	1.11%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$28,022 (CAD\$36,096) (2020 - \$24,303 (CAD\$32,696)) related to these options.

On 30 April 2020, the Company issued 1,375,000 stock options with an exercise price of CAD\$0.67 per share for a term of five years expiring on 30 April 2025. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$524,432 (CAD\$701,863) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	133%
Expected dividend yield	0%
Risk-free interest rate	0.32%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$328,055 (CAD\$422,580) (2020 - \$137,368 (CAD\$184,808)) related to these options.

Body and Mind Inc.**Notes to Consolidated Financial Statements
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16. Capital Stock – Continued**Stock options – Continued**

On 7 July 2020, the Company cancelled 350,000 stock options with an exercise price of CAD\$0.88 per share, 80,000 stock options with an exercise price of CAD\$0.57 per share and 150,000 stock options with an exercise price of CAD\$0.57. Subsequently, the Company issued replacement stock options of 350,000 stock options with an exercise price of CAD\$0.88 per share, 80,000 stock options with an exercise price of CAD\$0.57 per share and 150,000 stock options with an exercise price of CAD\$0.61 under the same vesting provisions and expiry dates as the original stock options.

The incremental fair value based on the difference between the replacement and original stock options immediately before they were modified was calculated to be \$Nil (CAD\$Nil) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	2.066 years
Expected volatility	116%
Expected dividend yield	0%
Risk-free interest rate	0.25%

On 6 March 2021, the Company issued 1,250,000 stock options with an exercise price of CAD\$0.68 per share for a term of five years expiring on 5 March 2026. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$456,211 (CAD\$577,928) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	3.125 years
Expected volatility	112%
Expected dividend yield	0%
Risk-free interest rate	0.49%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$194,729 (CAD\$250,837) (2020 - \$Nil) related to these options.

On 5 April 2021, the Company issued 250,000 stock options with an exercise price of CAD\$0.65 per share for a term of three years expiring on 4 April 2024. The options are subject to vesting provisions such that 25% of the options vest six months from the date of grant, 25% of the options vest twelve months from the date of grant, 25% of the options vest eighteen months from the date of grant and 25% of the options vest twenty-four months from the date of grant.

The total fair value of the stock options granted was calculated to be \$65,795 (CAD\$82,409) using the Black-Scholes Option Pricing Model with the following assumptions:

Expected life of the options	1.81 years
Expected volatility	101%
Expected dividend yield	0%
Risk-free interest rate	0.51%

During the year ended 31 July 2021, the Company recorded a stock-based compensation of \$39,096 (CAD\$50,361) (2020 - \$Nil) related to these options.

Body and Mind Inc.

Notes to Consolidated Financial Statements

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16. Capital Stock – Continued

Stock options – Continued

Share purchase warrants and brokers' warrants

	Number of warrants	Weighted average exercise price
Outstanding at 31 July 2019	22,514,771	CAD\$1.22
Exercised	(165,715)	CAD\$0.73
Expired	(9,933,772)	CAD\$0.89
Outstanding at 31 July 2020	12,415,284	CAD\$1.49
Issued	4,800,000	USD\$0.40
Outstanding at 31 July 2021 ⁽¹⁾	17,215,284	CAD\$1.21

(1) This figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by December 31, 2021, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until July 19, 2025.

As of 31 July 2021, the following warrants are outstanding:

Number of warrants outstanding and exercisable	Exercise price	Expiry dates
11,780,134 CAD\$	1.50	17 May 2023
635,150 CAD\$	1.25	16 May 2023
4,800,000 USD\$	0.40	19 July 2025
17,215,284 CAD\$	1.21	

17. Segmented Information and Major Customers

In its operation of the business, management, including our chief operating decision maker, who is also our Chief Executive Officer, reviews certain financial information, including segmented internal profit and loss statements prepared on a basis not consistent with GAAP. During the periods presented, the Company reported its financial performance based on the following segments:

- Wholesale;
- Retail; and
- All others.

Revenue and costs are generally directly attributed to our segments. However, due to the integrated structure of our business, certain costs incurred by one segment may benefit other segments. In addition, certain costs incurred at a corporate level are not allocated to our segments.

Segment revenue and operating income were as follows during the years ended 31 July 2021:

Year Ended July 31,	2021
Revenue	
Wholesale	\$ 8,103,674
Retail	18,797,195
All others	-
Total	<u>\$ 26,900,869</u>
Year Ended July 31,	2021
Operating income	
Wholesale	\$ 2,999,697
Retail	2,551,396
All others	(7,527,554)
Total	<u>\$ (1,976,461)</u>

The Company had one operating segment for the year ended 31 July 2020.

During the years ended 31 July 2021 and 2020, the Company had no major customer over 10% of its revenues.

Body and Mind Inc.**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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18. Supplemental Disclosures with Respect to Cash Flows

	Year Ended 31 July	
	2021	2020
Cash paid during the year for interest	\$ -	\$ -
Cash paid during the year for income taxes	\$ 582,152	\$ 67,717

On 12 August 2019, the Company issued a total of 4,337,111 common shares of the Company in connection with the Purchase Agreement, NMG SD Settlement Agreement and the Lease Assignment Agreement valued at \$2,752,782 (Notes 9 and 16).

On 30 November 2019, the Company entered into a Settlement Agreement with SD whereby the Company settled an aggregate receivable amount of \$590,328 in exchange for \$90,315 accounts receivable from future sale of Inventory, write-off of accounts receivable of \$92,415, \$25,000 future credit towards the Contribution Fee, and a production equipment valued at \$235,685, resulting in a loss of \$331,743.

On 24 April 2020, the Company issued a total of 2,681,004 common shares of the Company in connection with the NMG SD Settlement Agreement valued at \$1,342,175 (Notes 9 and 16).

On 21 October 2020, the Company issued 793,466 common shares valued at \$297,042 in relation to acquiring the remaining 70% interest in NMG OH 1 (Notes 8 and 16).

On the assumption of the lease in Elyria, Ohio, the Company recognized right-of-use assets (Notes 8 and 10), and a corresponding increase in lease liabilities, in the amount of \$234,734 which represented the present value of future lease payments using a discount rate of 12% per annum.

On the assumption of the lease in Long Beach, California, the Company recognized right-of-use assets (Notes 9 and 10), and a corresponding increase in lease liabilities, in the amount of \$428,066 which represented the present value of future lease payments using a discount rate of 12% per annum.

On 14 November 2020, the Company issued 70,500 previously escrowed shares with a fair value of \$19,703 to Toro Pacific Management Inc. in connection with the acquisition of NMG (Note 16).

19. Commitments and Contingencies

In connection with the strategic investment agreement with Australis dated 30 October 2018 (the "Investment Agreement") (Note 20), the Company agreed to pay a monthly service fee of \$10,000 to Australis. In connection with the Company's investment in GLDH (Note 9) and the promissory note provided by Australis, the Company agreed to increase the monthly services fee to Australis to \$16,500 per month for 5 years unless ownership held by Australis drops below 10% in which the fee will cease. Following the repayment of the promissory note, the monthly service fee to Australis was reduced to \$12,000 commencing June 2019.

Subsequent to the year end, the Investment Agreement was terminated as well as the monthly commercial advisory and consulting fees (Note 23).

On April 23, 2021, the Company's subsidiary NMG MI 1, Inc ("NMG MI 1") executed a lease agreement (the "Lease") with Kendal Properties, LLC ("Kendal") to lease finished retail space located at 885 E. Apple Ave., Muskegon, MI 49442. The term of the lease is for a period of 60 months at approximately US\$ 5,000/month and is contingent upon NMG MI 1 receiving one or more commercial marihuana municipal licenses (the "Licenses") from the City of Muskegon. The License(s) would allow NMG MI 1 to operate a dispensary for the distribution of adult-use and/or medical marihuana and all activities permissible under the Michigan and Muskegon Marihuana Laws.

On February 10, 2020, the Company's subsidiary NMG MI C1 Inc ("NMG MI C1") executed a lease agreement (the "Lease") with 254 River Street LLC ("River Street") to lease commercial space located at 254 River Street, Manistee, MI, 49660. The term of the lease is for a period of 60 months and the lease includes rent abatement and reduced rent periods during construction and start up. Final rent is approximately US\$22,500 per month and is contingent upon NMG MI C1 receiving one or more commercial marihuana municipal licenses (the "Licenses") from the City of Manistee. The License(s) would allow NMG MI C1 to operate a cultivation facility for adult-use and/or medical marihuana and all activities permissible under the Michigan and Manistee Marihuana Laws.

On February 10, 2020, the Company's subsidiary NMG MI P1 Inc ("NMG MI P1") executed a lease agreement (the "Lease") with 254 River Street LLC ("River Street") to lease commercial space located at 254 River Street, Manistee, MI, 49660. The term of the lease is for a period of 60 months and the lease includes rent abatement and reduced rent periods during construction and start up. Final rent is approximately US\$7,500 per month and is contingent upon NMG MI P1 receiving one or more commercial marihuana municipal licenses (the "Licenses") from the City of Manistee. The License(s) would allow NMG MI P1 to operate a production facility for adult-use and/or medical marihuana and all activities permissible under the Michigan and Manistee Marihuana Laws.

Leases for 254 River St., Manistee, Michigan 49660 and 885 E. Apple Ave., Muskegon, Michigan 49442 were subject to the Company subsidiaries receiving approval by the State of Michigan and could be cancelled by The Company if licences were not awarded. The licenses for NMG MI P1 Inc. and NMG MI C1 Inc. were issued on July 19, 2021 and license for NMG MI 1 Inc. was issued on August 3, 2021 at which time the Company recognized these lease liabilities.

Upon NMG MI 1 receiving one or more Licenses, NMG MI 1 agrees to cause the Company to issue common shares (the "Common Shares") having a value of up to \$150,000 to Kendal, with portions of the Common Shares to be issued upon the achievement of certain milestones as follows:

- i. 25% of the Common Shares to be issued within 30 days following NMG MI 1's receipt of a local commercial medical marihuana retail license from the city of Muskegon, MI and a state commercial medical marihuana retail license from the state of Michigan;
- ii. 25% of the Common Shares to be issued within 30 days following NMG MI 1 passing final inspections at the Leased premises regarding the commercial medical marihuana retail license and receiving its local operating permit allowing NMG MI 1 to begin medical marihuana operations at the premises;
- iii. 25% of the Common Shares to be issued within 30 days following NMG MI 1's receipt of a local commercial adult-use marihuana retail license from the city of Muskegon, MI and a state commercial adult-use marihuana retail license from the state of Michigan;
- iv. 25% of the Common Shares to be issued within 30 days following NMG MI 1 passing final inspections at the Leased premises regarding the commercial adult-use marihuana retail license and receiving its local operating permit allowing NMG MI 1 to begin adult-use marihuana operations at the premises;

Body and Mind Inc.

**Notes to Consolidated Financial Statements
For the year ended 31 July 2021**

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19. Commitments and Contingencies *Continued*

At 31 July 2021, the Company accrued \$75,000 for milestones (i) and (ii) above (Note 15).

Upon NMG MI C1 receiving one or more Licenses, NMG MI C1 agrees to cause the Company to issue common shares (the "Common Shares") having a value of up to \$600,000 to River Street, with portions of the Common Shares to be issued upon the achievement of certain milestones as follows:

- i. US\$200,000 of Common Shares to be issued within 30 days of NMG MI C1 receiving local and state commercial marihuana cultivation licenses;
- ii. US\$200,000 of Common Shares to be issued within 30 days of passing final inspections at the premises with respect to cultivation and receiving local operating permit to begin commercial marihuana cultivation operations at the premises;
- iii. US\$100,000 of Common Shares to be issued within 30 days of NMG MI C1 receiving local and state commercial marihuana retail licenses; and
- iv. US\$100,000 of Common Shares to be issued within 30 days of passing final inspections at the premises with respect to retail operations and receiving local operating permit to begin commercial marihuana retail operations at the premises.

At 31 July 2021, the Company accrued \$200,000 for milestone (i) above (Note 15).

Upon NMG MI P1 receiving one or more Licenses, NMG MI P1 agrees to cause the Company to issue common shares (the "Common Shares") having a value of up to \$400,000 to River Street, with portions of the Common Shares to be issued upon the achievement of certain milestones as follows:

- i. US\$200,000 of Common Shares to be issued within 30 days of NMG MI P1 receiving local and state commercial marihuana processing licenses; and
- ii. US\$200,000 of Common Shares to be issued within 30 days of passing final inspections at the premises with respect to processing and receiving local operating permit to begin commercial marihuana processing operations at the premises.

At 31 July 2021, the Company accrued \$200,000 for milestone (i) above (Note 15).

The value of the Common Shares will be calculated based on the lesser of: (1) the closing market price on the respective milestone achievement date and (2) a ten percent discount to the twenty day volume weighted average price for the twenty days immediately prior to the respective milestone achievement date(s).

Body and Mind Inc.

**Notes to Consolidated Financial Statements
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20. Investment Agreement

On 30 October 2018, the Company entered into the Investment Agreement with Australis Capital Inc. ("Australis"). Pursuant to the terms of the Investment Agreement, Australis will acquire (i) 16,000,000 units of the Company and (ii) CAD\$1,600,000 principal amount 8% unsecured convertible debentures.

Under the terms of the Investment Agreement, the parties agreed to negotiate in good faith a license agreement pursuant to which the Company will grant Australis an exclusive and assignable license to use the Body and Mind brand outside of the United States of America on commercially reasonable terms.

In addition, the Company was to enter into a commercial advisory agreement with Australis Capital (Nevada) Inc. ("Australis Nevada"), a wholly-owned subsidiary of Australis, pursuant to which Australis Nevada will provide advisory and consulting services to the Company at \$10,000 per month for a term ending on the date that is the earlier of: (i) five years following the closing of the transactions contemplated by the Investment Agreement, and (ii) the date Australis no longer holds 10% or more of the issued and outstanding Common Shares (Note 23). Subject to certain exceptions, Australis will be entitled to maintain its pro rata interest in the Company until such time as it no longer holds 10% or more of the issued and outstanding Common Shares.

Subject to applicable laws and the rules of the Canadian Securities Exchange (the "CSE"), for as long as Australis owns at least 10% of the issued and outstanding common shares, Australis will be entitled to nominate one director for election to the Board of Directors of the Company (the "Board"). If Australis exercises all of the warrants and converts all of the debentures purchased, Australis will be entitled to nominate a second director for election to the Board.

On 2 November 2018, the Company executed the Investment Agreement and completed the sale of securities pursuant to the Investment Agreement.

During the year ended 31 July 2021, the Company paid an advisory fee of \$144,000 (2020 - \$144,000).

21. Other Agreements

The Company and NMG Cathedral City ("NMG CC") entered into a management and administrative services agreement (the "Management Agreement") with Satellites Dip, LLC, ("SD"), a licensed cannabis business conducting commercial cannabis activity within the state of California. The one-year Management Agreement commenced on 6 June 2019 and encompassed the following:

- a. Management Fee: NMG CC will be paid a management fee of 30% of Net Profits or \$10,000 per month, whichever is greater;
- b. Brand Licensing: NMG CC shall work to broker commercial arrangements between SD and third-party cannabis brand owners whereby SD licenses commercial cannabis brands from third parties in connection with SD's commercial cannabis activity in exchange for a license fee;
- c. Equipment and Capital: NMG CC shall furnish all equipment and machinery necessary for SD's manufacturing of the Branded Products. Any equipment provided by NMG CC to SD shall be owned by NMG CC in its entirety and, subject to SD's approval of the terms, leased to SD pursuant to an Equipment Lease Agreement entered into between NMG CC and SD, dated 6 June 2019; and
- d. Loan: The Parties have entered into a certain secured loan agreement dated 6 June 2019 whereby NMG CC has loaned SD \$250,000 (the "Loan") to be used solely in connection with SD's commercial cannabis activity. The Loan shall be due and payable on 6 June 2020 (the "Maturity Date") and shall bear interest at a rate of 12% per annum which shall be accrued, compounded quarterly and payable on the Maturity Date. The Loan is secured by a security interest in and to all of SD's assets.

21. Other Agreements – Continued

On 30 November 2019, NMG CC entered into a settlement and release agreement (the “Settlement Agreement”) with SD whereby NMG CC and SD agreed to terminate the Management Agreement and to enter into a mutual release of any and all claims related to the Management Agreement, subject to the terms of the Settlement Agreement.

As of 30 November 2019, SD owed NMG CC management fees (the “Monies Owed”) under the Management Agreement. In consideration of NMG CC’s discharge of the Monies Owed, SD has agreed to pay NMG CC one-hundred percent (100%) of all proceeds received from the sale of all or any part of its inventory (the “Inventory”) as of 1 November 2019. Pursuant to the Settlement Agreement, SD shall provide monthly updates of the remaining Inventory until the Inventory has been fully exhausted. NMG CC will determine the sale price for any item in Inventory subject to the Settlement Agreement.

Brand Director Agreement

On 30 November 2019, NMG CC entered into a brand director agreement (the “Brand Director Agreement”) with SD. Pursuant to the Brand Director Agreement, SD has engaged NMG CC to provide certain advisory and brand director services in connection with SD’s manufacture of Company-branded products, as well as certain other products (the “Managed Products”) as agreed to by NMGCC (the “Brand Director Services”). The initial term of the Brand Director Agreement is six months and the parties may renew the Brand Director Agreement for successive three-month renewal periods.

The Brand Director Services include: (a) managing SD’s production of the Managed Products; (b) payment of a reimbursement fee to SD equal to the amount of direct costs and direct taxes applicable to the Managed Products; (c) managing inventory of the Managed Products; and (d) directing SD to enter into distribution agreements and sale agreements with third-party commercial cannabis licensees for the distribution and sale of the Managed Products in accordance with applicable law. Pursuant to the Brand Director Agreement, NMG CC will pay a monthly fee (the “Contribution Fee”) of \$5,000 to SD. In connection with the Brand Director Agreement, as partial repayment for the principal and interest accrued under a certain loan agreement (the “Loan Agreement”) between NMG CC and SD dated 6 June 2019, SD waives payment of the Contribution Fee for the first five (5) months of the Brand Director Agreement.

In consideration for the Brand Director Services, SD (as the “Licensee”) has agreed to pay NMG CC (in its capacity as the “Brand Director”) a brand director fee for each calendar month during the term of the Brand Director Agreement, whereby Licensee shall pay to Brand Director a fee to be calculated as follows: (x) net revenue for a single calendar month, multiplied by, (y) seventy-five percent (75%); (z) plus any fees to be paid to NMG CC in connection with the equipment lease agreement (the “Equipment Lease Agreement”) dated 6 June 2019 (the “Equipment Lease Fee”) added to the product of (x) and (y), the (q) total amount shall be the fee paid to NMG CC. If the net revenue, minus the product of (x) and (y) is less than the Equipment Lease Fee in any given month, the difference shall carry over to the subsequent month, to be added to that month’s Equipment Lease Fee, or the difference may be paid by Licensee at its sole option. The Brand Director Agreement was terminated on 30 April 2021.

Brand License Agreement

On 30 November 2019, DEP entered into a brand license agreement (the “License Agreement”) with SD. Pursuant to the License Agreement, DEP granted SD a non-exclusive, non-transferable, and non-sub-licensable right (the “License”) to use certain licensed marks in connection with or on licensed products, solely in connection with SD’s commercial cannabis activity in California. In consideration for the License, SD will pay DEP a monthly fee equal to \$100, payable on a quarterly basis.

21. Other Agreements – Continued

During the term of the License Agreement, SD must remain in compliance with all state and local cannabis rules and regulations in California, and maintain valid commercial cannabis licenses. SD will follow the guidance of DEP and only utilize packaging and labelling materials purchased from (or at the direction of) DEP. The License Agreement was in full force and effect for the duration of the Brand Director Agreement. As a result, the License Agreement was also terminated on 30 April 2021.

Equipment Purchase Agreement

On 30 November 2019, NMG CC and SD entered into an equipment purchase agreement (the “Equipment Purchase Agreement”) pursuant to which NMG CC agreed to purchase certain equipment (the “Equipment”) from SD. The aggregate purchase price for the Equipment is \$235,685 and will be applied to the outstanding balance under the Loan Agreement.

First Amendment to the Equipment Lease Agreement

On 30 November 2019, NMG CC and SD entered into an amendment (the “First Amendment”) to the Equipment Lease Agreement. Pursuant to the First Amendment, NMG CC and SD amended (i) the term of the Equipment Lease Agreement to be coterminous with the Brand Director Agreement; and (ii) to update the equipment being leased pursuant to the Equipment Lease Agreement and to update the monthly rental rate for the equipment being leased.

Release & Satisfaction of Loan Agreement

On 30 November 2019, NMG CC and SD entered into a release and satisfaction of loan agreement (the “Release Agreement”). Pursuant to the Release Agreement, NMG CC agreed that all indebtedness of SD to NMG CC arising from the Loan Agreement (and promissory note issued in connection with the Loan Agreement) is hereby satisfied and discharged in full. The release is granted based on SD’s obligations and duties pursuant to the Equipment Purchase Agreement and its five (5) month waiver of the Contribution Fee under the Brand Director Agreement.

For the year ended 31 July 2020, the Company recorded a loss of \$331,743 related to the Settlement Agreement with SD as follows:

Total amount settled	\$ 590,328
Future proceeds from Inventory	90,315
Write-off of accounts receivable	(92,415)
Credit towards future Contribution Fee	25,000
Production equipment acquired	235,685
Loss from the settlement	\$ 331,743

Body and Mind Inc.**Notes to Consolidated Financial Statements
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22. Income Taxes

A reconciliation of income taxes at statutory rates with the reported taxes for the years ended 31 July 2021 and 2020 is as follows:

The (benefit) expense for income taxes consists of the following:

	<u>2021</u>	<u>2020</u>
Current:		
Federal	\$ 2,281,497	\$ 1,428,797
State	99,322	9,040
	<u>2,380,819</u>	<u>1,437,838</u>
Deferred:		
Federal	(214,352)	(1,303,670)
State	242	-
	<u>(214,110)</u>	<u>(1,303,670)</u>
Total expense for income taxes	<u>\$ 2,166,709</u>	<u>\$ 134,168</u>

Section 280E of the Internal Revenue Code ("IRC") prohibits businesses engaged in the trafficking of Schedule I or Schedule II controlled substances from deducting normal business expenses, such as payroll and rent, from gross income (revenue less cost of goods sold). Section 280E was originally intended to penalize criminal market operators, but because cannabis remains a Schedule I controlled substance for U.S. Federal purposes, the Internal Revenue Service (the "IRS") has subsequently applied Section 280E to state-legal cannabis businesses. Cannabis businesses operating in states that align their tax codes with the IRC are also unable to deduct normal business expenses from their state taxes. The nondeductible expenses shown in the effective rate reconciliation above is comprised primarily of the impact of applying Section 280E to the Company's businesses that are involved in selling cannabis, along with other typical non-deductible expenses such as lobbying expenses.

	<u>2021</u>	<u>2020</u>
Net loss for the year before income tax	\$ (190,248)	\$ (4,464,221)
Federal and state income tax rates	21.00%	21.00%
Expected income tax recovery	39,951	(937,486)
IRC 280E disallowance	1,935,581	941,288
Stock options	243,829	268,439
Impairment of consolidated investment	176,816	-
Non-consolidated income	-	54,147
Other permanent differences	(82,301)	15,757
Change in estimates and others	-	1,193,750
Opening deferred tax adjustments	(284,621)	(1,251,727)
Change in tax rates	7,598	-
Change in benefit not recognized	<u>129,856</u>	<u>(150,000)</u>
Total income tax expense	<u>\$ 2,166,709</u>	<u>\$ 134,168</u>

Body and Mind Inc.

Notes to Consolidated Financial Statements
For the year ended 31 July 2021

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22. Income Taxes – Continued

The significant components of the Company's deferred income tax assets and liabilities are as follows:

	As at 31 July 2021	As at 31 July 2020
Deferred income tax asset		
Lease liabilities	\$ 123,208	\$ 450,139
Investments	6,648	-
Deferred tax allowance	(129,856)	-
Deferred income tax liability		
Investment in NMG Ohio LLC	-	(71,418)
Property and equipment – Non right-of-use	(39,603)	(186,298)
Property and equipment – Right-of-use	(101,404)	(426,902)
Brand and license	(57,332)	(177,971)
Net deferred income tax liability	\$ (198,339)	\$ (412,450)

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the three-year period ended 31 July 2021. Such objective evidence limits the ability to consider other subjective evidence, such as our projections for future growth. On the basis of this evaluation, as of 31 July 2021, a valuation allowance of \$129,856 and as of 31 July 2020, a valuation allowance of \$Nil has been recorded to recognize only the portion of the deferred tax asset that is more likely than not to be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as our projections for growth.

As a result of an “ownership change” within the meaning of Section 382(g) of the Internal Revenue Code of 1986, as amended, which occurred in the 31 July 2016 fiscal year, we are limited in our ability to utilize our net operating loss carryforwards and certain other built-in deductions in computing our taxable income beginning with the ownership change date. As a result, \$2,450,364 of our net operating loss is limited.

Following is a reconciliation of gross unrecognized tax benefits from uncertain tax positions, excluding the impact of penalties and interest. The tax accounting method was changed to the Farm Price method which allows a more granular assessment of each expense, for the cultivation and manufacturing operations only, to be applied and expensed as cost of goods, to determine net taxable income

	As at 31 July 2021	As at 31 July 2020
Beginning year balance	\$ 966,992	\$ -
Increase related to prior year tax positions	-	406,508
Increase related to current year tax positions	-	560,484
Ending year balance	\$ 966,992	\$ 966,992

Of the \$962,423 of gross unrecognized tax benefits from uncertain tax positions outstanding as of 31 July 2021, \$Nil would affect our effective tax rate if recognized.

Body and Mind Inc.

**Notes to Consolidated Financial Statements
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22. Income Taxes – Continued

Interest related to uncertain tax positions are required to be calculated, if applicable, and would be classified as “interest expense” in the two statements of operations. Penalties would be recognized as a component of “general and administrative expenses”. As of 31 July 2021, \$24,750 of interest and \$Nil penalties was reported and as of 31 July 2020, \$13,979 interest and \$Nil penalties were reported.

Our U.S. federal income tax returns for 31 July 2018 through 2020 are open to review by the U.S. Internal Revenue Service. Our state income tax returns for 31 July 2018 through 2020 are open to review, depending on the respective statute of limitation in each state.

As of 31 July 2021, we believe it is reasonably likely that, within the next twelve months, \$Nil of the previously unrecognized tax benefits related to certain non-U.S. filing positions may be recognized due to the expirations of the statutes of limitations.

23. Subsequent Events

On 6 August 2021, the Company entered into management agreements with each of NMG IL 1, LLC (“NMG IL 1”) and NMG IL 4, LLC (“NMG IL 4”) along with an option to indirectly acquire all of the membership interests in each of NMG IL 1 and NMG IL 4 pursuant to a convertible credit facility between our subsidiary, DEP and each of NMG IL 1 and NMG IL 4, and membership interest purchase agreements between DEP and the members of NMG IL 1 and NMG IL 4, subject to obtaining all required local and state regulatory authorization. Each of NMG IL 1 and NMG IL 4 have been identified in the Illinois Department of Financial and Professional Regulation (IDFPR) results of the Social Equity Justice Involved Lottery for 55 Conditional Adult-Use Cannabis Dispensary Licenses (Conditional Licenses) across the state. The certified results are from a lottery with a pool of applicants who scored 85 % or greater in their applications. NMG IL 1 and NMG IL 4 were drawn in BLS Region #5 (Chicago-Naperville-Elgin) where 36 conditional licenses are available. The applications are not tied to specified locations.

In September 2021, Australis sold 9,900,000 of our restricted common shares in a private transaction which resulted in Australis’ beneficial ownership dropping below 10% of our outstanding common shares. As a result of Australis’ beneficial ownership falling below 10%, the Investment Agreement was terminated and monthly commercial advisory and consulting fees paid from the Company to Australis were terminated along with Australis’ entitlement to nominate a director to the board of directors of our Company (Note 20).

On 17 September 2021, the Company closed the acquisition of the remaining 70% interest in NMG Ohio. The transaction included the transfer of a dispensary license for the Clubhouse Dispensary in Elyria, Ohio to our wholly owned subsidiary, NMG OH 1, LLC, which became effective on 4 September 2020. The transaction also included the final award of a production license which has now been transferred to our wholly owned subsidiary, NMG OH P1, LLC. As a result of the closing of this acquisition, the Company now indirectly own 100% of NMG Ohio.

On 21 September 2021, the Company reported plans to enter the Michigan market with fully funded dispensary, cultivation and production facilities. The Company has leased a commercial building in Manistee, Michigan, with the intent of developing a cultivation facility with 50,000 square feet of canopy as well as a production facility. Architectural plans are complete for phase one which is planned for 20,000 square feet of canopy, 5,000 square feet of processing and 5,000 square feet of multi-use and office space. The second phase of development is planned for 30,000 square feet of canopy. The Company, through a wholly owned Michigan subsidiary, have received local and state licensing for our first Michigan dispensary, located in Muskegon. This is a social equity license granted in a limited license jurisdiction. Architect plans are complete, have received our building permit, and construction has started on the leased building. Our dispensary is on a main thoroughfare street with exceptional parking.

On November 12, 2021 the Compensation Committee and Board of Directors of Body and Mind approved an Executive Bonus Program for FY2022 for the CEO, COO and CFO. The Board of Directors approved an incentive-based cash bonus program for CEO’s consulting company and for the COO of up to a maximum of \$200,000 per CEO or COO based on the consolidated revenue performance of the Company for each quarter of the fiscal year ended July 31, 2022 compared to the prior quarter. Each of the CEO and COO could earn (i) \$5,000 in cash for each 1% revenue growth over the prior quarter, and/or (ii) \$10,000 in cash for each 1% Adjusted EBITDA growth over the prior quarter, all subject to a \$50,000 maximum amount per executive that could be earned for each quarter of the fiscal year ended July 31, 2022. In addition, the Compensation Committee and the Board of Directors approved that they will consider a further discretionary cash bonus to the CEO’s consulting company and the COO at the fiscal year ended July 31, 2022, based on performance metrics of the Company over the course of the fiscal year ended July 31, 2022.

Furthermore, on November 12, 2021, the Compensation Committee and the Board of Directors approved a cash bonus to be paid to the CFO’s consulting company up to a maximum of \$40,000 based on the timing of the filing of Company’s periodic reports for the fiscal year ended July 31, 2022. The bonus consists of a quarterly bonus of \$10,000 per quarter based on filing of the Company’s Form 10-Q’s and 10-K by the filing deadline, not including any extensions pursuant to Rule 12b-25 under the Exchange Act.

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23. Subsequent Events – Continued

Pursuant to certain licensing milestones being achieved under a lease agreement for a premises in Muskegon, Michigan and certain licensing and operational milestones being achieved under two lease agreements for a premises in Manistee, Michigan, on 21 September 2021, the Company issued 238,929 shares of common stock at a deemed price of CAD\$0.3938 per share to one entity based on the terms and conditions of the certain lease agreement for the Muskegon, Michigan premises and issued an aggregate of 1,304,601 shares of common stock at a deemed price of CAD\$0.3937 per share to another entity based on the terms and conditions of the two lease agreements for the Manistee, Michigan premises.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

On March 29, 2021, our Board of Directors as well as our Audit Committee approved and authorized the dismissal of Marcum LLP, (“Marcum”), as our independent registered public accounting firm. On the same date, our Board of Directors as well as our Audit Committee approved and authorized the engagement of the accounting firm of Sadler, Gibb & Associates, LLC, as our new independent registered public accounting firm.

Marcum’s report on our financial statements dated December 10, 2020, for the fiscal years ended July 31, 2020, did not contain an adverse opinion or disclaimer of opinion, or qualification or modification as to uncertainty, audit scope, or accounting principles.

In connection with the audit of our financial statements for the fiscal years ended July 31, 2020, and in the subsequent interim period through the effective date of dismissal on February 10, 2021, we had not, nor had any person on our behalf, consulted with Marcum on any matters of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of Marcum would have caused them to make reference to the subject matter of the disagreements in connection with their report on the financial statements for such years.

During the Company’s fiscal years ended July 31, 2020, and the period through the effective date of dismissal of Marcum on March 29, 2021, there were no reportable events as described in Item 304(a)(1)(v) of Regulation S-K.

During the fiscal years ended July 31, 2020, and the subsequent interim period through the effective date of appointment of Sadler, Gibb & Associates, LLC (“Sadler Gibb”), on March 24, 2021, we had not, nor had any person on our behalf, consulted with Sadler Gibb regarding either the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, nor had Sadler Gibb provided to us a written report or oral advice regarding such principles or audit opinion on any matter that was the subject of a disagreement as set forth in Item 304(a)(1)(iv) of Regulation S-K or a reportable event as set forth in Item 304(a)(1)(v) of Regulation S-K with our former independent registered public accounting firm.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Principal Executive Officer and Principal Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this Annual Report. Based on such evaluation, our Principal Executive Officer and Principal Financial Officer have concluded that, as of the end of the period covered by this Annual Report, our disclosure controls and procedures were not effective due to the material weaknesses described below.

It should be noted that any system of controls is based in part upon certain assumptions designed to obtain reasonable (and not absolute) assurance as to its effectiveness, and there can be no assurance that any design will succeed in achieving its stated goals.

Management’s annual report on internal control over financial reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) under the Exchange Act.

Management assessed the effectiveness of our internal control over financial reporting based on criteria for effective internal control over financial reporting described in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on its assessment, management concluded that our internal control over financial reporting was not effective as of July 31, 2021 due to material weaknesses regarding experienced personnel with knowledge of GAAP and the proper levels of supervision and review required to provide timely financial information. The Company was unable to perform an adequate assessment and procedures in determining effective internal control over financial reporting.

This Annual Report does not include an attestation report of our registered public accounting firm regarding our internal control over financial reporting. This attestation report by our registered public accounting firm was not required pursuant to rules of the SEC that permit us to provide only our management’s report on internal control over financial reporting.

We will continue to monitor and evaluate the effectiveness of our internal controls and procedures over financial reporting on an ongoing basis and are committed to taking further action by implementing additional enhancements or improvements, or deploying additional human resources as may be deemed necessary.

Changes in internal control over financial reporting

There were no changes to our internal control over financial reporting that occurred during the last quarter of our fiscal year ended July 31, 2021, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

On November 12, 2021 the Compensation Committee and Board of Directors of Body and Mind approved an Executive Bonus Program for FY2022 for the CEO, COO and CFO. The Board of Directors approved an incentive-based cash bonus program for CEO’s consulting company and for the COO of up to a maximum of \$200,000 per CEO or COO based on the consolidated revenue performance of the Company for each quarter of the fiscal year ended July 31, 2022 compared to the prior quarter. Each of the CEO and COO could earn (i) \$5,000 in cash for each 1% revenue growth over the prior quarter, and/or (ii) \$10,000 in cash for each 1% Adjusted EBITDA growth over the prior quarter, all subject to a \$50,000 maximum amount per executive that could be earned for each quarter of the fiscal year ended July 31, 2022. In addition, the Compensation Committee and the Board of Directors approved that they will consider a further discretionary cash bonus to the CEO’s consulting company and the COO at the fiscal year ended July 31, 2022, based on performance metrics of the Company over the course of the fiscal year ended July 31, 2022.

Furthermore, on November 12, 2021, the Compensation Committee and the Board of Directors approved a cash bonus to be paid to the CFO’s consulting company up to a maximum of \$40,000 based on the timing of the filing of Company’s periodic reports for the fiscal year ended July 31, 2022. The bonus consists of a quarterly bonus of \$10,000 per quarter based on filing of the Company’s Form 10-Q’s and 10-K by the filing deadline, not including any extensions pursuant to Rule 12b-25 under the Exchange Act.

PART III**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

All Body and Mind directors hold office until the next annual general meeting of the shareholders unless his office is earlier vacated in accordance with our Articles or he becomes disqualified to act as a director. Body and Mind officers are appointed by our board of directors and hold office until their earlier death, retirement, resignation or removal.

Body and Mind executive officers and directors and their respective ages as of the date of this report are as follows:

Name and Position(1)	Age	Principal Occupation and Positions Held During the Last Five Years(1)
Michael Mills President, CEO and Director	52	President and CEO of Body and Mind Inc. (Aug 2019 to present);
Stephen ‘Trip’ Hoffman COO and Director	56	Chief Operating Officer of Body and Mind (Nov 2018 to present), principle officer of NMG Cathedral City, NMG Long Beach, NMG San Diego, and NMG Chula Vista.
Darren Tindale Corporate Secretary	48	Former CFO of Body and Mind Inc. (March, 2017 to Aug 2019). CFO of Batero Gold Corp. (Dec 2012 to Dec 2013). Director of Finance of Bingham Group Services Corp. (Dec 2015 to July 2016). Owner and President of Stonerock Financial Ltd. (June 2010 to present).
Alexis Podesta Director	41	Director of Body and Mind Inc. (March 2021 to present). Past Cabinet Secretary of the California Business, Consumer Services and Housing Agency.
Brent Reuter Director	54	Director of Body and Mind Inc. (Oct 2019 to present); Senior VP of investors relations and strategy for Australis Capital Inc. (October 2019 to present).
Dong Shim CFO and Director	38	Director of Body and Mind Inc. (Jul 2016 to present) and CFO of Body and Mind Inc. (Aug 2019 to present); President and founder of both SHIM Accounting Corporation (June 2013 to present) and Golden Tree Capital Corp. (November 2015 to present), and a director of National Securities Administrators Ltd. (December 2016 to present). CFO for Avricore Health Inc. (Feb. 2018 to Sept. 2018), CFO of E-Play Digital Inc., (November 2016 to present), CFO for Arizona Silver Exploration Inc. (August 2017 to present), CFO for Mission Ready Solutions Inc. (June 2017 to present), CFO for Organimax Nutrient Corp. (April 2018 to present), and CFO for Reliq Health Technologies Inc. (Nov 2018 to March 2020).

The following is a brief account of the education and business experience of each director, executive officer and key employee during at least the past five years, indicating each person’s principal occupation during the period, and the name and principal business of the organization by which he or she was employed, and including other directorships held in reporting companies.

Michael Mills Mr. Mills was appointed President and Interim Chief Executive Officer on August 21, 2019 and was previously the Vice-President, Communications of the Company from June 2018 to August 21, 2019. On January 23, 2020, Mr. Mills was elected as a director and on April 30, 2020, Mr. Mills was appointed as full-time CEO. Prior to joining the Company, Mr. Mills was the President of Fairlawn Capital Partners Ltd., a consulting company offering finance, communications and capital market solutions to public and private businesses. Mr. Mills has experience in industries including media, manufacturing and technology and held increasingly senior roles at the Financial Post and National Post newspapers. Mr. Mills obtained a Bachelors of Business Administration from Bishop's University.

Mr. Mills devotes approximately 70% of his time to us. Mr. Mills has entered into a consulting agreement with us.

Stephen "Trip" Hoffman Mr. Hoffman has been a Board member since March 1, 2020 and was appointed as Chief Operating Officer ("COO") of the Company on November 15, 2018. Mr. Hoffman was previously the Chief Executive Officer of Bolder Venture Ltd., a privately held medical and recreational marijuana cultivation and dispensary company located in Boulder, Colorado, from 2016 until his appointment as Chief Operating Officer of the Company. From 2011 to 2016, Mr. Hoffman was the Chief Executive Officer of Trading Block Holdings Inc., a financial technology company located in Chicago, Illinois. Mr. Hoffman obtained a PhD in physics from Purdue University in December 1991.

Dong Shim Mr. Shim has been a Board member since December 15, 2016 and was appointed as the Chief Financial Officer of the Company on August 21, 2019. Mr. Shim is a partner and founder of Shim & Associates LLP (June 2013 to present) and Golden Tree Capital Corp. (November 2015 to present) providing accounting and other business advisory services to numerous companies in various industries. Mr. Shim is a director of National Securities Administrators Ltd. (May 2017 to present), Chief Financial Officer for E-Play Digital Inc. (November 2016 to present), Chief Financial Officer for Arizona Silver Exploration Inc. (August 2017 to present), Chief Financial Officer for Canamex Resources Corp. (August 2017 to present), Chief Financial Officer for Mission Ready Solutions Inc. (June 2017 to present), Chief Financial Officer for Organimax Nutrient Corp. (April 2018 to present), Chief Financial Officer for Avricore Health Inc. (February 2018 to September 2018), and interim Chief Financial Officer of Reliq Health Technologies Inc. (November 2018 to March 2020). Mr. Shim also serves as the CFO for International Private Vault Inc., a private company based in British Columbia, Canada, and as a director of National Securities Administrators Ltd., a transfer agent company based in British Columbia, Canada.

Mr. Shim devotes approximately 50% of his time to us. Mr. Shim has entered into a consulting agreement with us.

Alexis Podesta Alexis Podesta has served in senior roles in both the public and private sector. Known for her talent to skillfully navigate complex policy and political issues, her broad portfolio has included problem-solving on high-profile policies in both government and the corporate world. Alexis was entrusted by both Governor Gavin Newsom and Governor Edmund G. Brown, Jr. to manage the sprawling California Business, Consumer Services and Housing Agency. As Secretary of the Cabinet-level Agency, she directed its \$4.75 billion budget and nearly 6,100 employees. Alexis oversaw twelve departments, boards, a commission, a panel and a council whose job is to license and regulate professionals and businesses in California to protect consumers; regulate businesses engaged in financial transactions; preserve, expand and fund safe and affordable housing opportunities; to provide solutions to address homelessness in California; to investigate and research earthquake related issues to advise on ways to reduce earthquake risk; and to protect the civil rights of all Californians from acts of hate violence and unlawful discrimination in employment, housing and public accommodations. Additionally, the departments under the agency provided \$1.9 billion in funding for affordable housing; made \$3.5 billion annually in loans for first-time homebuyers; made \$600 million annually in loans for affordable multi-family properties; and provided \$650 million in assistance to local jurisdictions to combat homelessness. Additionally, the Department of Fair Employment and Housing filed more than 22,500 civil rights cases. Prior to being appointed to lead the Agency, Alexis served as the Director of External and International Affairs for Governor Brown. She directed outreach, communication and partnerships with stakeholder groups, and provided key support for the Governor's special projects. In addition, Alexis was the Governor's lead representative on international affairs and served as Chief of Protocol.

Brent Reuter Mr. Reuter has been a Board member since October 16, 2019. Mr. Reuter has deep experience driving new revenue growth and managing businesses in the banking and investment sectors, most recently as principal investor relations for Onex Corp., a private equity firm, vice-president of asset management for Canadian Imperial Bank of Commerce and as managing director at Royal Bank of Canada with roles in Hong Kong and New York. In these roles, he built high-value client and strategic partnerships, recruited and developed sales teams, and implemented and executed high-impact revenue coverage models. In addition, Mr. Reuter is the senior vice-president of investor relations and strategy of Australis Capital Inc. Mr. Reuter obtained a Bachelor of Business Administration from Lakehead University in Thunder Bay, Ontario in 1990.

Mr. Reuter devotes approximately 15% of his time to us.

Darren Tindale Mr. Tindale was our Chief Financial Officer from March 6, 2017 to August 20, 2019 and Corporate Secretary since August 20, 2019. Mr. Tindale brings over 17 years of financial accounting and management experience and has worked for both public and private companies. Mr. Tindale has served as Chief Financial Officer for numerous TSX Venture listed companies.

Mr. Tindale devotes approximately 50% of his time to us.

Significant Employees

Body and Mind does not have any employees and its officers and directors provide their services on a consulting basis. Body and Mind has approximately 105 employees at all of its locations.

Family Relationships

There are currently no family relationships between any of the members of the board of directors or the executive officers.

Involvement in Certain Legal Proceedings

Except as disclosed in this Annual Report, during the past ten years none of the following events have occurred with respect to any of our directors or executive officers:

1. A petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;
2. Such person was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
3. Such person was the subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities:
 - a. Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;
 - b. Engaging in any type of business practice; or
 - c. Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

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4. Such person was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph (3)(i) above, or to be associated with persons engaged in any such activity;
5. Such person was found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;
6. Such person was found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;
7. Such person was the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:
 - a. Any Federal or State securities or commodities law or regulation; or
 - b. Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order; or
 - c. Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
8. Such person was the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

There are currently no legal proceedings to which any of our directors or officers is a party adverse to us or in which any of our directors or officers has a material interest adverse to us.

Section 16(A) Beneficial Ownership Reporting Compliance

Compliance with Section 16(a) of the Exchange Act

Section 16(a) of the Exchange Act requires our directors and officers, and the persons who beneficially own more than 10% of our common stock, to file reports of ownership and changes in ownership with the SEC. Copies of all filed reports are required to be furnished to us pursuant to Rule 16a-3 promulgated under the Exchange Act. Based solely on the reports received by us and on the representations of the reporting persons, we believe that these persons have complied with all applicable filing requirements during the fiscal year ended July 31, 2021, except as follows:

Name	Position Held	Late or Unfiled Report
Stephen Hoffman	COO and Director	Form 4 filed late
Alexis Podesta	Director	Form 3 filed late
Australis Capital Inc.	Shareholder	49 Form 4s filed late

Code of Ethics

We have not adopted a written Code of Ethics at this time that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Our Board of Directors are reviewing the necessity of adopting such a document given we are still in the development stage and have limited employees, officers and directors.

Board Committees

Nominating Committee

We do not have a Nominating Committee and our Board of Directors as a whole is responsible for identifying and nominating qualified individuals to our Board of Directors. Since our formation we have relied upon the personal relationships of our President and directors to attract individuals to our Board of Directors.

Our Board of Directors considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

We do not have a policy regarding the consideration of any director candidates which may be recommended by our stockholders, including the minimum qualifications for director candidates, nor has our Board of Directors established a process for identifying and evaluating director nominees. We have not adopted a policy regarding the handling of any potential recommendation of director candidates by our stockholders, including the procedures to be followed. Our Board has not considered or adopted any of these policies as we have never received a recommendation from any stockholder for any candidate to serve on our Board of Directors. Given our relative size and lack of directors and officers insurance coverage, we do not anticipate that any of our stockholders will make such a recommendation in the near future. While there have been no nominations of additional directors proposed, in the event such a proposal is made, all members of our Board will participate in the consideration of director nominees.

Compensation Committee

Our Compensation Committee is comprised of Mr. Reuter, Ms. Podesta, Mr. Wenger and Mr. Hoffman. This committee reviews and recommends to our Board of Directors the salaries, and benefits of all employees, consultants, directors and other individuals compensated by us.

Audit Committee

The Audit Committee is comprised of Mr. Shim, Ms. Podesta and Mr. Reuter.

Our Board of Directors has determined that we have at least one financial expert. Mr. Wenger and Mr. Reuter are considered independent.

An audit committee financial expert means a person who has the following attributes:

- (a) An understanding of generally accepted accounting principles and financial statements;
- (b) The ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves;
- (c) Experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the small business issuer's financial statements, or experience actively supervising one or more persons engaged in such activities;
- (d) An understanding of internal control over financial reporting; and
- (e) An understanding of audit committee functions.

The audit committee's primary function is to provide advice with respect to our financial matters and to assist the Board of Directors in fulfilling its oversight responsibilities regarding finance, accounting and legal compliance. The audit committee's primary duties and responsibilities are to:

- serve as an independent and objective party to monitor our financial reporting process and internal control system;
- review and appraise the audit efforts of our independent accountants;
- evaluate our quarterly financial performance as well as our compliance with laws and regulations;
- oversee management's establishment and enforcement of financial policies and business practices; and
- provide an open avenue of communication among the independent accountants, management and the Board of Directors.

ITEM 11. EXECUTIVE COMPENSATION

General

For the purposes of this section:

"**CEO**" means an individual who acted as the Chief Executive Officer of Body and Mind, or acted in a similar capacity, for any part of the most recently completed financial year;

"**CFO**" means an individual who acted as the Chief Financial Officer of Body and Mind, or acted in a similar capacity, for any part of the most recently completed financial year;

"**incentive plan**" means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

"**incentive plan award**" means compensation awarded, earned, paid or payable under an incentive plan;

"**NEO**" means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of Body and Mind's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of Body and Mind, nor acting in a similar capacity, at the end of that financial year;

"**option-based award**" means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights and similar instruments that have option-like features; and

"**share-based award**" means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

Compensation Discussion and Analysis

Compensation Program Objectives

We have not established a strategy for setting executive salary levels, creating standards we apply in setting compensation levels or what factors we intend to encourage by establishing compensation levels. Since we acquired NMG, raised equity capital and have been generative revenues from the sale of our products, we have been compensating our NEOs at levels comparable to executive officers of companies within its industry at similar stages of growth.

Our Compensation Committee reviews and recommends to our Board of Directors the salaries, and benefits of all employees, consultants, directors and other individuals compensated by us. The Board of Directors assumes responsibility for reviewing the recommendations of the Compensation Committee and monitoring the long-range compensation strategy for our senior management. The Compensation Committee and the Board of Directors reviews the compensation of senior management on a semi-annual basis taking into account compensation paid by other issuers of similar size and activity. The Compensation Committee and the Board of Directors receives independent competitive market information on compensation levels for executives. It uses salary data of comparable private and public companies as a benchmark for setting executive compensation. This data is obtained from various sources including online research and market surveys.

Although permitted, at this time no NEO or director has or intends to purchase financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Elements of the Compensation Program

The total compensation plan for NEOs consists of a base compensation structure and equity-based compensation program in the form of stock options. The compensation program for our senior management is designed with a view that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining qualified executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) better aligning their interests with those of the Company's shareholders.

In compensating our senior management, we have arranged for equity participation through our 2012 Incentive Stock Option Plan.

Base Salary

The base salary component of NEO compensation is intended to provide a fixed level of competitive pay that reflects each NEO's primary duties and responsibilities. The policy of Body and Mind is that salaries for its NEOs are competitive within its industry and generally set at the median salary level among entities its size.

Stock Options

Effective October 25, 2012, our Board adopted the 2012 Incentive Stock Option Plan (the "**2012 Incentive Stock Option Plan**"). The purpose of the 2012 Incentive Stock Option Plan is to enhance the long-term shareholder value by offering opportunities to our directors, executive officers, key employees and eligible consultants to acquire our Common Shares in order to give these persons the opportunity to participate in our growth and success, and to encourage them to remain in the service of the Company.

Previous grants will be taken into account when considering new grants and a maximum of 10% of the number of our issued and outstanding Common Shares are available for issuance under the 2012 Incentive Stock Option Plan. There are currently 9,055,000 stock options issued under the 2012 Incentive Stock Option Plan.

Compensation Governance

Our Compensation Committee is responsible for recommending to our Board of Directors the compensation to be paid to our directors and executive officers. We do not have any formal compensation policies and the practices adopted by the Compensation Committee and our Board of Directors to determine the compensation for our directors and executive officers is described above.

Summary Compensation Table

Michael Mills, our President, Chief Executive Officer and director, Dong Shim, our Chief Financial Officer and director, Darren Tindale, our Corporate Secretary and former Chief Financial Officer, and Stephen Hoffman, our Chief Operating Officer and director are NEOs for the purposes of the following disclosure.

The compensation for those NEOs, directly or indirectly, for our most recently completed financial years ended July 31, 2021 and 2020 are as follows:

Name and Principal Position	Fiscal Year	Salary (CAD\$)	Share-based awards (CAD\$)	Option-based awards (CAD\$)	Non-equity incentive plan compensation (\$)		Nonqualified deferred compensation earnings (\$)	All other compensation (\$)	Total compensation (CAD\$)
					Annual incentive plans	Long-term incentive plans			
Michael Mills ⁽¹⁾ President, CEO and director	2021	203,255	-	215,872	-	-	-	-	419,127
	2020	207,775	-	230,812	-	-	-	-	438,587
Dong Shim ⁽²⁾ CFO and Director	2021	139,386	-	156,683	-	-	-	-	296,069
	2020	123,226	-	173,012	-	-	-	-	296,238
Darren Tindale ⁽³⁾ Secretary and Former CFO	2021	90,375	-	80,483	-	-	-	-	170,858
	2020	90,000	-	152,851	-	-	-	-	242,851
Stephen Hoffman ⁽⁴⁾ COO and Director	2021	185,000	-	226,166	-	-	-	-	406,166
	2020	180,000	-	270,880	-	-	-	-	450,880

Notes:

- (1) Mr. Mills was appointed a President and Interim CEO on Aug. 21, 2019. Mr. Mills was elected as a director on January 23, 2020 and was appointed full-time CEO on April 30, 2020.
- (2) Mr. Shim was appointed CFO in December 2016. He resigned on March 6, 2017 and was reappointed as interim CEO in August 2017 and resigned on November 14, 2017 when Mr. Clough was appointed as CEO. Mr. Shim was appointed CFO on August 21, 2019.
- (3) Mr. Tindale was appointed CFO on March 7, 2017. Mr. Tindale resigned as the CFO on August 21, 2019 and was appointed Corporate Secretary on the same date.
- (4) Mr. Hoffman was appointed COO on November 15, 2018 and was appointed a director on March 1, 2020.

During our most recently completed financial years, we did not pay any other executive compensation to our NEOs.

Incentive Plan Awards

The stock options to purchase shares of our common stock that we granted to our NEOs during the fiscal year ended July 31, 2021 was on March 6, 2021 as set out in the table below.

	Date of Option Grant	# of Options	Fair Value (CAD\$)
Michael Mills	March 6, 2021	250,000	115,585
Dong Shim	March 6, 2021	250,000	115,585
Darren Tindale	March 6, 2021	100,000	46,234
Stephen Hoffman	March 6, 2021	250,000	115,585

Outstanding Equity Awards Held by Named Executive Officers at Fiscal Year End

The following table sets forth information as of July 31, 2021, relating to outstanding equity awards held by each NEO:

Outstanding Equity Awards at Year End

Name	Option Awards					Stock Awards			
	Number of Securities Underlying Unexercised Options (#) (exercisable)	Number of Securities Underlying Unexercised Options (#) (unexercisable)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price (CAD\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)
Michael Mills ⁽¹⁾	175,000	N/A	N/A	0.41	06/06/2023				
	100,000	N/A	N/A	0.57	12/10/2023				
	187,500	62,500	N/A	0.88	08/21/2024				
	150,000	50,000	N/A	0.88	01/23/2025				
	137,500	137,500	N/A	0.67	04/30/2025				
	N/A	250,000	N/A	0.68	03/06/2026	N/A	N/A	N/A	N/A
Dong Shim ⁽²⁾	200,000	N/A	N/A	0.66	11/24/2022				
	250,000	N/A	N/A	0.57	12/10/2023				
	187,500	62,500	N/A	0.88	08/21/2024				
	100,000	100,000	N/A	0.67	04/30/2025				
	N/A	250,000	N/A	0.68	03/06/2026	N/A	N/A	N/A	N/A
Darren Tindale ⁽³⁾	200,000	N/A	N/A	0.66	11/24/2022				
	250,000	N/A	N/A	0.57	12/10/2023				
	187,500	62,500	N/A	0.88	08/21/2024				
	25,000	25,000	N/A	0.67	04/30/2025				
	N/A	100,000	N/A	0.68	03/06/2026	N/A	N/A	N/A	N/A
Stephen Hoffman ⁽⁴⁾	175,000	N/A	N/A	0.57	12/10/2023				
	262,500	87,500	N/A	0.88	08/21/2024				
	125,000	125,000	N/A	0.405	03/01/2025				
	125,000	125,000	N/A	0.67	04/30/2025				
	N/A	250,000	N/A	0.68	03/06/2026	N/A	N/A	N/A	N/A

Notes:

- (1) Mr. Mills was appointed a President and Interim CEO on Aug. 21, 2019. Mr. Mills was elected as a director on January 23, 2020 and was appointed full-time CEO on April 30, 2020.
- (2) Mr. Shim was appointed CFO in December 2016. He resigned on March 6, 2017 and was reappointed as interim CEO in August 2017 and resigned on November 14, 2017 when Mr. Clough was appointed as CEO. Mr. Shim was appointed CFO on August 21, 2019.
- (3) Mr. Tindale was appointed CFO on March 7, 2017. Mr. Tindale resigned as the CFO on August 21, 2019 and was appointed Corporate Secretary on the same date.
- (4) Mr. Hoffman was appointed COO on November 15, 2018 and appointed as a director on March 1, 2020.

Pension Plan Benefits

We have no pension plans that provide for payments or benefits at, following or in connection with retirement.

Director Compensation

We do not currently provide any compensation to our directors in their capacity as such. As a result, none of our directors received any cash compensation in any form during our most recently completed financial year. However, on March 6, 2021, we granted stock options to the following directors, which has not already been disclosed above as stock options granted to NEOs:

	Date of Option Grant	# of Options	Fair Value (CAD\$)
Brent Reuter	March 6, 2021	150,000	69,351
Alexis Podesta	March 6, 2021	250,000	115,585

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information concerning the number of shares of our common stock owned beneficially as of November 12, 2021 by (i) each person (including any group) known to us to own more than 5% of any class of our voting securities, (ii) each of our officers and directors, and (iii) our officers and directors as a group. Unless otherwise indicated, it is our understanding and belief that the shareholders listed possess sole voting and investment power with respect to the shares shown.

Name and Address of Beneficial Owner ⁽¹⁾	Amount and Nature of Beneficial Ownership ⁽¹⁾	Percentage of Beneficial Ownership
Directors and Officers:		
Michael Mills , President, Chief Executive Officer and Director c/o Suite 750,1095 West Pender Street Vancouver, British Columbia, Canada, V6E 2M6	1,038,750(2)	*
Darren Tindale , Corporate Secretary c/o Suite 750,1095 West Pender Street Vancouver, British Columbia, Canada, V6E 2M6	862,500(3)	*
Brent Reuter , Director c/o Suite 750,1095 West Pender Street Vancouver, British Columbia, Canada, V6E 2M6	300,000(4)	*
Stephen (Trip) Hoffman , Chief Operating Officer c/o Suite 750,1095 West Pender Street Vancouver, British Columbia, Canada, V6E 2M6	967,500(5)	*
Dong Shim , Chief Financial Officer and Director c/o Suite 750,1095 West Pender Street Vancouver, British Columbia, Canada, V6E 2M6	1,082,292(6)	*
Alexis Podesta , Director c/o Suite 750,1095 West Pender Street Vancouver, British Columbia, Canada, V6E 2M6	62,500(7)	*
All directors and executive officers as a group (6 persons)	4,313,542(8)	3.8%
Major Stockholders:		
Australis Capital Inc. 376 East Warm Springs Road, Suite 190 Las Vegas, NV 89119	8,206,549(9)	7.4%
Robert Hasman 628 Chervil Valley Las Vegas, NV 89138	7,449,295(10)	6.7%

Notes:

* Less than one percent.

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- (1) Under Rule 13d-3 of the Exchange Act, a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of such security; and (ii) investment power, which includes the power to dispose or direct the disposition of the security. Certain shares of common stock may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares of common stock are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares of common stock outstanding is deemed to include the amount of shares beneficially owned by such person (and only such person) by reason of these acquisition rights. As a result, the percentage of outstanding shares of common stock of any person as shown in this table does not necessarily reflect the person's actual ownership or voting power with respect to the number of shares of common stock actually outstanding as of the date of this Proxy Statement. As of November 12, 2021, there were 110,621,308 shares of common stock of the Company issued and outstanding.
- (2) This figure represents (i) 59,000 shares of common stock held by Mr. Mills, (ii) 18,000 shares of common stock held by Mr. Mills' wife, (iii) warrants to purchase 18,000 shares of common stock registered directly to Mr. Mills' wife, and (iv) stock options to purchase 943,750 shares of common stock which have vested or will vest within 60 days of the date hereof.
- (3) This figure represents (i) 100,000 shares of common stock held by Mr. Tindale's wife, and (ii) stock options to purchase 762,500 shares of common stock which have vested or will vest within 60 days of the date hereof.
- (4) This figure represents stock options to purchase 300,000 shares of common stock which have vested or will vest within 60 days of the date hereof.
- (5) This figure represents (i) 5,000 shares of common stock held by Mr. Hoffman, and (ii) stock options to purchase 962,500 shares of common stock which have vested or will vest within 60 days of the date hereof.
- (6) This figure represents (i) 121,792 shares of common stock held by Mr. Shim, (ii) warrants to purchase 48,000 shares of common stock registered directly to Mr. Shim, and (iii) stock options to purchase 912,500 shares of common stock which have vested or will vest within 60 days of the date hereof.
- (7) This figure represents stock options to purchase 62,500 shares of common stock which have vested.
- (8) This figure represents (i) 239,792 shares of common stock, (ii) 66,000 shares of common stock issuable upon exercise of warrants, and (iii) stock options to purchase 2,606,250 shares of common stock, which have vested or will vest within 60 days of the date hereof.
- (9) This figure includes represents 8,206,549 shares of common stock held by Australis Capital Inc.
- (10) This figure represents (i) 250,000 shares of common stock held directly by Mr. Hasman, (ii) 4,486,761 shares of common stock held by SW Fort Apache, LLC, an entity controlled by Mr. Hasman, (iii) 1,462,534 shares of common stock held by TI Nevada, LLC, an entity controlled by Mr. Hasman, and (iv) stock options to purchase 1,250,000 shares of common stock which have vested.

Changes in Control

We are unaware of any contract, or other arrangement or provision, the operation of which may at a subsequent date result in a change of control of our Company.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Related Party Transactions

Except as described herein, none of the following parties (each a “**Related Party**”) has had any material interest, direct or indirect, in any transaction with us or in any presently proposed transaction that has or will materially affect us:

- any of our directors or officers;
- any person proposed as a nominee for election as a director;
- any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to our outstanding shares of common stock; or
- any member of the immediate family (including spouse, parents, children, siblings and in-laws) of any of the above persons.

Related Party Transactions during the year ended July 31, 2021

	Accounts Payable	Consulting Fees
Dong Shim (Director and CFO)	\$ 18,915	\$ 109,488
Darren Tindale (Former CFO & Corporate Secretary)	\$ 6,319	\$ 70,990
Michael Mills (President & Interim CEO)	\$ 26,841	\$ 159,657
Robert Hasman (Former Director)	\$ Nil	\$ 65,000

Included in stock-based compensation for the year ended 31 July 2021 is \$673,097 (2020 - \$691,115) related to stock options issued to directors and officers of the Company.

During the year ended 31 July 2019, the Company entered into an agreement to purchase the remaining 70% of NMG Ohio for total cash payments of \$1,575,000 and issuance of 3,173,864 common shares of the Company, of which cash of \$461,251 and 929,488 common shares are payable to directors of the Company.

Our Board reviews any proposed transaction involving Related Parties and considers whether such transactions are fair and reasonable and in the Company’s best interests.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Fees and Services

The following is an aggregate of fees billed for each of the last two fiscal years for professional services rendered by our current and prior principal accountants:

	2021	2020
Audit fees	\$ 225,850	\$ 178,218
Audit-related fees	4,858	1,858
Tax fees	Nil	Nil
All other fees	Nil	Nil
Total fees paid or accrued to our principal accountants	\$ 230,708	\$ 180,076

Audit Fees

Audit fees are the aggregate fees billed for professional services rendered by our independent auditors for the audit of our annual financial statements, the review of the financial statements included in each of our quarterly reports and services provided in connection with statutory and regulatory filings or engagements.

Audit Related Fees

Audit related fees are the aggregate fees billed by our independent auditors for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and are not described in the preceding category.

Tax Fees

Tax fees are billed by our independent auditors for tax compliance, tax advice and tax planning.

All Other Fees

All other fees include fees billed by our independent auditors for products or services other than as described in the immediately preceding three categories.

Pre-Approval of Services by the Independent Auditor

Our policy is to pre-approve all audit and permissible non-audit services performed by the independent accountants. These services may include audit services, audit-related services, tax services and other services. Under our audit committee's policy, pre-approval is generally provided for particular services or categories of services, including planned services, project based services and routine consultations. In addition, the audit committee may also pre-approve particular services on a case-by-case basis. We approved all services that our independent accountants provided to us in the past two fiscal years.

ITEM 15 – EXHIBITS

The following exhibits are filed as part of this Annual Report.

Exhibit No.	Document
2.1⁽¹⁾	Share Exchange Agreement among Deploy, NMG and NMG Members dated September 14, 2017
2.7⁽¹⁰⁾	Asset Purchase Agreement between NMG Long Beach, LLC, The Airport Collective, Inc. and Green Light District Holdings, Inc., dated June 19, 2019
3.1⁽¹⁾	Articles of Incorporation
3.2⁽¹⁾	Articles of Merger dated September 17, 2010
3.3⁽¹⁾	Amended and Restated Bylaws
3.4⁽¹⁾	Certificate of Amendment dated September 30, 2011
3.5⁽¹⁾	Certificate of Amendment dated September 2, 2014
3.6⁽¹⁾	Certificate of Change dated November 11, 2014
3.7⁽¹⁾	Certificate of Amendment dated April 11, 2017
3.8⁽¹⁾	Certificate of Amendment dated November 14, 2017
3.9⁽¹⁾	Certificate of Change dated November 14, 2017
3.10⁽¹⁾	Articles of Exchange dated December 6, 2017
3.11⁽¹⁾	Certificate of Correction dated December 6, 2017
4.1⁽¹⁾	2012 Incentive Stock Option Plan
10.1⁽¹⁾	Assignment and Novation Agreement dated May 12, 2017
10.2⁽¹⁾	Amendment to Assignment and Novation Agreement dated November 13, 2017
10.3⁽¹⁾	Consulting Agreement with TI Nevada dated November 14, 2017
10.4⁽¹⁾	Consulting Agreement with Toro dated November 14, 2017
10.5⁽¹⁾	Lease Agreement dated November 10, 2017
10.6⁽¹⁾	Promissory Note issued by the Company to KAJ Universal Real Estate Investments, LLC dated November 14, 2017
10.7⁽¹⁾	Promissory Note issued by the Company to MBK Investments, LLC dated November 14, 2017
10.8⁽¹⁾	Promissory Note issued by the Company to NV Trees, LLC dated November 14, 2017
10.9⁽¹⁾	Promissory Note issued by the Company to The Rozok Family Trust dated November 14, 2017
10.10⁽¹⁾	Promissory Note issued by the Company to SW Fort Apache, LLC dated November 14, 2017
10.11⁽¹⁾	Master Promissory Note issued by the Company to TI Nevada, LLC dated November 14, 2017
10.12⁽²⁾	Pepper Lane North LLC - Operating Agreement
10.13⁽²⁾	Pepper Lane North LLC – Lease Termination Agreement
10.14⁽³⁾	Investment Agreement between Australis Capital Inc. and Body and Mind Inc., dated October 30, 2018
10.15⁽³⁾	Form of Amending Agreement between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group LLC and the Vendors, dated November 2, 2018
10.16⁽⁴⁾	Letter Agreement between Body and Mind Inc., Green Light District Holdings Inc. and David Barakett, dated November 28, 2018
10.17⁽⁴⁾	Security Agreement between Green Light District Holdings Inc. and Body and Mind Inc., dated November 28, 2018
10.18⁽⁴⁾	Loan Agreement between Body and Mind Inc. and Australis Capital Inc., dated November 28, 2018
10.19⁽⁴⁾	General Security Agreement between Body and Mind Inc. and Australis Capital Inc., dated November 28, 2018
10.20⁽⁵⁾	Membership Interest Purchase Agreement between Nevada Medical Group, LLC, NMG Ohio, LLC and each of the members of NMG Ohio, LLC, dated January 31, 2019

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10.21(5)	Investment Agreement between Australis Capital Inc. and Body and Mind Inc., dated January 31, 2019
10.22(6)	Convertible Loan Agreement between DEP Nevada Inc. and Comprehensive Care Group LLC, dated effective March 15, 2019
10.23(6)	Convertible Promissory Note issued by Comprehensive Care Group LLC to DEP Nevada Inc., dated effective March 15, 2019
10.24(6)	Management Agreement between Nevada Medical Group LLC and Comprehensive Care Group LLC, dated effective March 15, 2019
10.25(7)	Agency Agreement, dated May 17, 2019, between Body and Mind Inc., M Partners Inc. and PI Financial Corp.
10.26(7)	Form of Subscription Agreement
10.27(7)	Form of Warrant
10.28(7)	Form of Broker Warrant
10.29(7)	Form of Lock Up Agreement
10.30(8)	Management and Administrative Services between Satellites Dip, LLC and NMG Cathedral City, LLC, dated June 6, 2019
10.31(8)	Equipment Lease Agreement between NMG Cathedral City, LLC and Satellites Dip, LLC, dated June 6, 2019
10.32(8)	Loan and Security Agreement between Satellites Dip, LLC and NMG Cathedral City, LLC, dated June 6, 2019
10.33(9)	Conversion Agreement between Body and Mind Inc. and Australis Capital Inc., dated July 1, 2019
10.34(10)	Settlement and Release Agreement between Body and Mind Inc., NMG Long Beach, LLC, NMG San Diego, LLC, Green Light District Holdings, Inc., The Airport Collective, Inc., David Barakett and SGSD, LLC, dated June 19, 2019
10.35(10)	Amended and Restated Settlement and Release Agreement between Body and Mind Inc., NMG Long Beach, LLC, NMG San Diego, LLC, Green Light District Holdings, Inc., The Airport Collective, Inc., David Barakett and SGSD, LLC, dated June 28, 2019
10.36(10)	Loan Agreement between Green Light District Holdings, Inc. and Body and Mind Inc., dated June 19, 2019
10.37(10)	Trademark and Technology License and Services Agreement between Green Light District Management, LLC, Green Light District Holdings, Inc., The Airport Collective, Inc. and Body and Mind Inc., dated June 19, 2019
10.38(10)	Management Assignment and Assumption Agreement between Green Light District Holdings, Inc., NMG Long Beach, LLC and The Airport Collective, Inc., dated June 19, 2019
10.39(10)	Barakett Consulting Agreement between NMG Long Beach, LLC and David Barakett, dated June 19, 2019
10.40(10)	Contemporaneous Loan Agreement between Green Light District Holdings, Inc. and Body and Mind Inc., dated June 19, 2019
10.41(10)	Assignment and First Amendment to Commercial Lease between Green Road, LLC, David Barakett, SGSD, LLC and NMG San Diego, LLC, dated June 13, 2019
10.42(10)	Litigation Loan and Security Agreement between Green Light District Holdings, Inc. and Body and Mind Inc., dated June 19, 2019
10.43(11)	Settlement and Release Agreement between NMG Cathedral City, LLC and Satellites Dip, LLC, dated November 30, 2019
10.44(11)	Brand Director Agreement between NMG Cathedral City, LLC and Satellites Dip, LLC, dated November 30, 2019
10.45(11)	Brand License Agreement between DEP Nevada Inc. and Satellites Dip, LLC, dated November 30, 2019
10.46(11)	Equipment Purchase Agreement between Satellites Dip, LLC and NMG Cathedral City, LLC, dated November 30, 2019
10.47(11)	First Amendment to Equipment Lease Agreement between NMG Cathedral City, LLC and Satellites Dip, LLC, dated November 30, 2019
10.48(11)	Release & Satisfaction of Loan Agreement between NMG Cathedral City, LLC and Satellites Dip, LLC, dated November 30, 2019
10.49(12)	Amended and Restated Consulting Agreement between Body and Mind Inc., Fairlawn Capital Partners Ltd. and Michael Mills, dated January 18, 2021
10.50(12)	Amended and Restated Consulting Agreement between Body and Mind Inc., Golden Tree Capital Corp. and Dong H. Shim, dated January 18, 2021
10.51(12)	Amended and Restated Employment Agreement between Body and Mind Inc. and Stephen 'Trip' Hoffman, dated January 18, 2021
10.52(*)	Second Amended and Restated Consulting Agreement with Fairlawn Capital Partners Ltd. and Michael Mills, dated effective June 1, 2021
10.53(*)	Second Amended and Restated Consulting Agreement with Golden Tree Capital Corp. and Dong H. Shim, dated effective June 1, 2021
10.54(*)	Second Amended and Restated Employment Agreement with Stephen 'Trip' Hoffman, dated effective June 1, 2021
10.55(13)	Loan Agreement between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group, LLC, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG Cathedral City, LLC, NMG CA 1, LLC, NMG CA C1, LLC, NMG MI 1, Inc., NMG MI P1, Inc., NMG MI C1, Inc., FG Agency Lending LLC and Bomind Holdings LLC, dated July 19, 2021
10.56(13)	Security Agreement between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group, LLC, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG Cathedral City, LLC, NMG CA 1, LLC, NMG CA C1, LLC, NMG MI 1, Inc., NMG MI P1, Inc., NMG MI C1, Inc., and FG Agency Lending LLC, dated July 19, 2021
10.57(13)	Pledge Agreement between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group, LLC, and FG Agency Lending LLC, dated July 19, 2021
10.58(13)	Omnibus Collateral Assignment between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group, LLC, NMG MI 1, Inc., NMG MI C1, Inc., NMG MI P1, Inc., and FG Agency Lending LLC, dated July 19, 2021
10.59(13)	Intercompany Subordinated Demand Promissory Note between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group, LLC, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG MI C1, Inc., NMG MI P1, Inc., NMG MI 1, Inc., NMG CA C1, LLC, NMG CA P1, LLC, NMG CA 1, LLC and NMG Cathedral City, LLC, dated July 19, 2021
10.60(13)	Term Note, dated July 19, 2021, issued by Body and Mind Inc. to FG Agency Lending LLC, as agent

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10.61(13)	Warrant to Purchase 4,800,000 Common Shares, dated July 19, 2021, issued by Body and Mind Inc. to FG Agency Lending LLC
10.62(13)	Warrant to Purchase 3,200,000 Common Shares, dated July 19, 2021, issued by Body and Mind Inc. to FG Agency Lending LLC
21.1(*)	Subsidiaries of Body and Mind Inc.
23.1(*)	Consent of Independent Auditors, Sadler, Gibb & Associates, LLC
23.2(*)	Consent of Independent Auditors, Marcum LLP
31.1(*)	Certification of Chief Executive Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) or 15d-14(a).
31.2(*)	Certification of Chief Financial Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) or 15d-14(a).
32.1(*)	Certifications pursuant to the Securities Exchange Act of 1934 Rule 13a-14(b) or 15d-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1(1)	Form of Voluntary Pooling Agreement with NMG Members
99.2(1)	Escrow Agreement with principals of Deploy dated November 10, 2017
99.3(1)	Form of Pooling Agreement with certain securityholders of the Company
99.4(1)	Amendment to Pooling Agreement with certain securityholders of the Company
99.5(1)	Certification as Medical Marijuana Cultivation Establishment dated November 5, 2017
99.6(1)	Certification as Medical Marijuana Production Establishment dated December 10, 2017
99.7(1)	Conditional Cultivation Business License dated January 1, 2018
99.8(1)	Conditional Production Business License dated January 1, 2018
99.9(1)	Clark County Limited Cultivation Business License dated January 1, 2018
99.10(2)	Conditional Cultivation Business License dated July 1, 2018
99.11(2)	Conditional Production Business License dated July 1, 2018
99.12(2)	Nevada State Business License for NMG dated January 30, 2018
99.13(2)	State of Nevada Medical Marijuana Cultivation Registration Certificate
99.14(2)	State of Nevada Medical Marijuana Production Registration Certificate
99.15(2)	State of Nevada Marijuana Cultivation Facility License
99.16(2)	State of Nevada Marijuana Product Manufacturing License
99.17(11)	Consulting Agreement between Body and Mind Inc., Fairlawn Capital Partners Ltd. and Michael Mills, dated August 21, 2019
99.18(11)	Consulting Agreement between Body and Mind Inc., Toro Pacific Management Inc. and Leonard Clough, dated August 21, 2019
99.19(11)	Consulting Agreement between Body and Mind Inc., Golden Tree Capital Corp. and Dong H. Shim, dated August 21, 2019
99.20(11)	Consulting Agreement between Body and Mind Inc., Stonerock Financial Ltd. and Darren Tindale, dated August 21, 2019
99.21(11)	Employment Agreement between Body and Mind Inc. and Stephen ‘Trip’ Hoffman, dated effective November 15, 2018
101.INS(*)	XBRL Instance Document
101.SCH(*)	XBRL Taxonomy Extension Schema Document
101.CAL(*)	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF(*)	XBRL Taxonomy Extension Definitions Linkbase Document
101.LAB(*)	XBRL Taxonomy Extension Label Linkbase Document
101.PRE(*)	XBRL Taxonomy Extension Presentation Linkbase Document

Notes:

- (*) Filed herewith.
- (1) Previously filed as an exhibit to our Form 10 filed with the SEC on June 1, 2018.
- (2) Previously filed as an exhibit to our Form 10 filed with the SEC on October 30, 2018.
- (3) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on November 5, 2018
- (4) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on December 4, 2018
- (5) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on February 6, 2019
- (6) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on March 21, 2019
- (7) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on May 22, 2019
- (8) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on June 11, 2019
- (9) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on July 8, 2019
- (10) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on July 18, 2019
- (11) Previously filed as an exhibit to our Quarterly Report on Form 10-Q filed with the SEC on December 23, 2019
- (12) Previously filed as an exhibit to our Quarterly Report on Form 10-Q filed with the SEC on February 1, 2021
- (13) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on July 23, 2021

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BODY AND MIND INC.

Dated: November 18, 2021

By: /s/ Michael Mills
Michael Mills,
President, Chief Executive Officer and Director
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Dated: November 18, 2021

By: /s/ Michael Mills
Michael Mills,
President, Chief Executive Officer and Director
(Principal Executive Officer)

Dated: November 18, 2021

By: /s/ Dong Shim
Dong H. Shim,
Chief Financial Officer and Director
(Principal Financial Officer and Principal Accounting Officer)

Dated: November 18, 2021

By: /s/ Stephen Hoffman
Stephen Hoffman,
Chief Operating Officer and Director

Dated: November 18, 2021

By: /s/ Alexis Podesta
Alexis Podesta, Director

Dated: November 18, 2021

By: /s/ Brent Reuter
Brent Reuter, Director

SECOND AMENDED AND RESTATED CONSULTING AGREEMENT

THIS AGREEMENT is made and dated effective as of the 1st day of June, 2021 (the “Effective Date”)

BETWEEN:

BODY AND MIND INC., a Nevada corporation with an address at 750 - 1095 West Pender Street, Vancouver, British Columbia, V6E 2M6 (the “**Company**”)

AND: FAIRLAWN CAPITAL PARTNERS LTD., a company incorporated under the laws of British Columbia and having an office address of 9298 Emerald Drive, Whistler, B.C. V0N 1B9

(the “**Consultant**”)

AND: MICHAEL MILLS, an individual having an address of 9298 Emerald Drive, Whistler, B.C. V0N 1B9

(the “**Principal**”)

(the Company, the Consultant and the Principal being hereinafter singularly also referred to as a “**Party**” and collectively referred to as the “**Parties**” as the context so requires).

WHEREAS:

A. The Principal has been appointed to the position of President and Chief Executive Officer (hereinafter collectively referred to as “**CEO**”) of the Company;

B. The Company wishes to continue the engagement of the Consultant to provide the services of the Principal as CEO of the Company on the terms and conditions set forth in this Agreement;

C. Since entering into the original Consulting Agreement entered into between the Company, the Consultant and the Principal dated August 21, 2019 (the “**Original Consulting Agreement**”) and the Amended and Restated Consulting Agreement dated January 18, 2021 (the “**Amended and Restated Agreement**”), and as a consequence of the Principal’s valuable role within the Company, the Parties hereby acknowledge and agree that there have been various discussions, negotiations, understandings and agreements between them and, correspondingly, that it is their intention by the terms and conditions of this second Amended and Restated Consulting Agreement dated June 1, 2021 (the “**Agreement**”) to hereby replace, in their entirety, the Original Consulting Agreement and the Amended and Restated Agreement, together with all such prior discussions, negotiations, understandings and agreements; and

D. The Parties have agreed to enter into this **Agreement** which replaces, in its entirety, the Original Consulting Agreement and the Amended and Restated Agreement, together with all such prior discussions, negotiations, understandings and agreements, all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

PART I

POSITION, SERVICES, REPORTING

Position and Services

Subject as otherwise herein provided, the Company hereby engages the Consultant as an independent contractor and not as an employee or agent of the Company as of the Effective Date, and hereby appoints the Principal to the position of CEO of the Company. As of the Effective Date, the Consultant will cause the Principal to perform the duties and responsibilities normally and reasonably associated with the position of CEO including, without limitation, those duties set out in Schedule "A" attached hereto and such other duties and responsibilities as may from time to time be assigned by the Company to the Consultant, subject always to the limitations as may from time to time be set by the Company (all services to be provided by the Consultant hereunder are referred to as the "Services").

Standard of Performance

1.1 The Consultant warrants that the Services will be performed in a timely, competent and professional manner in accordance with the highest standards and practices commonly expected of qualified and experienced providers of similar services and that the Principal will devote sufficient time to the performance of the Services as may be reasonably required by the Company to fulfil the standard of performance as aforesaid, including, without limitation, making himself available at such times and at such places as may reasonably be required by the Company in connection with the Services.

Reporting Procedures

1.2 The Consultant and the Principal will report to the Board of Directors of the Company on an as needed basis.

Subcontracting and Assignment

1.3 The Consultant will not, without the prior written consent of the Company (which consent the Company may in its sole discretion withhold), subcontract, delegate or otherwise assign any or all of the Consultant's obligations under this Agreement.

Concurrent Work

1.4 Provided that the Consultant is fulfilling the terms of this Agreement and in particular the standards of performance contemplated in §1.1 herein, the Consultant may take employment, concurrently work on projects, accept assignments and serve on boards that are in related industries to the Company (or substantially similar enterprise) provided that such work or engagement does not directly or indirectly compete with the Company at the time such work or engagement is entered into or is intended or could reasonably be perceived to compete with the Company. Whether such work or engagement directly or indirectly competes with the Company, or is intended or could reasonably be perceived to compete with the Company, will be determined solely at the discretion of the Company. The Consultant may take on any assignment, work on projects, serve as a board member or management of any entity not engaged in a competitive activity as aforesaid provided that such position or activity does not unreasonably limit or prohibit the Consultant from fulfilling the Services contemplated in §1.1 herein.

PART 2

CONSULTING FEES

Fees

2.1 The Company will pay to the Consultant a monthly fee of USD \$17,500 (or equivalent in \$CAD) plus any good and services taxes, if applicable, (hereinafter the “Fee”). Upon receipt of the Consultant’s invoices, the Fee will be paid as follows:

- i. USD \$12,500 (or equivalent in \$CAD) is payable on the first day of each calendar month, commencing on June 1, 2021 and will continue through the remaining term of the Agreement. Payment is to be made by way of cheque, wire or direct deposit; and
- ii. USD \$5,000 (or equivalent in \$CAD) is to be accrued (the “Accrual”) by the Company on the first day of each calendar month, commencing on June 1, 2021 and will continue through the remaining term of the Agreement. The Accrual is payable on demand by the Consultant.

The Company will review the Fee from time to time during the term of this Agreement and may in its sole discretion increase the Fee depending on the Principal’s performance of the Services and having regard to the financial circumstances of the Company. The Consultant will be responsible for remitting and paying any applicable taxes.

Bonuses

2.2 The Company, from time to time, will consider, but will be under no obligation, to provide the Consultant with a bonus, which is entirely discretionary.

Expenses

2.3 The Company will reimburse the Consultant for all reasonable pre-approved travel and other out-of-pocket expenses incurred by the Consultant directly related to the performance of the Services, subject to the policies of the Company, within 30 days of the expense being submitted to the Company. The Consultant will account for such expenses in accordance with the policies and directions provided by the Company.

Stock Options

2.4 The Company, from time to time, and in its sole discretion, may grant stock options to the Consultant, or its' designee, in accordance with the Company's Stock Option Plan.

PART 3

TERM, TERMINATION, PLACE OF WORK

Term and Termination

3.1 The term of the Agreement will begin on the Effective Date, and will continue until the Agreement is terminated, as follows:

By the Company:

- (a) Termination without Cause. The Company may terminate this Agreement for any reason, without cost, charge or liability, except as provided in §3.2 below, upon 90 days' written notice or payment in lieu thereof to the Consultant;
 - (b) Termination for Cause. The Company may terminate this Agreement and Consultant's engagement thereunder with or without any advance notice in the event that the Company determines that this Agreement and Consultant's services hereunder should be terminated for Cause (as defined herein.) Termination for Cause shall be effective immediately upon delivery of written notice thereof by the Company to Consultant and Consultant's rights to all compensation shall cease as of the date of such written notice. In such event, Consultant shall not be entitled to any future compensation nor shall Consultant be entitled to any severance pay.
 - (i) For the purposes of this Agreement, "Cause" shall mean: (i) Consultant's failure to perform its duties to the standards and requirements of the Company or neglect of duties for which employed or misconduct in the performance of such duties, all of such facts to be determined by the Company in its good faith judgment; (ii) Consultant committing fraud, misappropriation or embezzlement; (iii) Consultant's commission or conviction of, or entry of a plea of guilty, any felony or misdemeanor involving moral turpitude; (iv) Consultant breaching any provision of this Agreement or any of the rules, regulations, or policies of the Company; (v) the discovery that any of Consultant's representations are inaccurate; (vi) Consultant manufacturing, distributing, dispensing, transporting, possessing or being under the influence of alcohol or illegal drugs during working hours or while on the property or in a vehicle of the Company or any affiliate of the Company; (vii) Consultant misusing or abusing prescription drugs during working hours or while on the property of or in a vehicle of the Company or any affiliate of the Company; (viii) Consultant having present in his body illegal drugs in any amount during working hours or while on the property on in a vehicle of the Company or any affiliate of the Company; (ix) and Consultant failing to immediately comply with a request that he submit to a drug or alcohol test after a work-related injury or accident or whenever the Company reasonably suspects that Consultant is in violation of (vi) through (viii) above. Upon termination of this Agreement as provided in this Section 3.1, the Agreement shall terminate and be of no further force and effect, except as provided in Section 5.3.
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- (c) immediately, without cost, charge or liability, except as provided in §3.2 below, if the Company becomes bankrupt or insolvent.
- (d) immediately, without cost, charge or liability, in the event that Principal dies or is prevented from performing his duties or fulfilling his responsibilities under this Agreement by reason of incapacity or disability.

By the Consultant:

- (a) at any time and at Consultant's sole discretion, without cause and without any cost, charge, or liability to Company, upon thirty (30) days' written notice of such termination to the Company.

3.2 Change of Control Termination

(a) Notwithstanding any other provision contained herein, if the Consultant's engagement hereunder is terminated by the Consultant for Good Reason or by the Company without Cause (other than on account of the Consultant's death or disability), in each case within twelve (12) months following a Change in Control, the Consultant shall be entitled to receive any accrued amounts owed under this Agreement and subject to the Consultant's compliance with Part 4 of this Agreement the Consultant shall be entitled to receive the following:

(i) a lump sum payment equal to twelve (12) months Fee for the year in which the termination occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within thirty (30) days following the date of termination;

(b) For purposes of this Agreement "Change in Control" shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing 30% or more of the total voting power of the Company's stock;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A of the Internal Revenue Code.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the Term of this Agreement without the Consultant's written consent:

(i) a material reduction in the Consultant's Fee other than a general reduction in Fee that affects all similarly situated consultant's or Company executive's in substantially the same proportions;

(ii) a relocation of the Consultant's principal place of engagement by more than 50 miles;

(iii) a material, adverse change in the Consultant's authority, duties, or responsibilities, or reporting structure applicable to the Consultant.

Consultant cannot terminate the Agreement for Good Reason unless the Consultant has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Consultant does not terminate the Agreement for Good Reason within 180 days after the first occurrence of the applicable grounds, then the Consultant will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

Place of Work and Tools

3.3 The Company may, at its sole discretion, provide reasonable office space for the Consultant as the Company deems appropriate. It is acknowledged that office space is currently not required.

3.4 The Company may, at its sole discretion, provide additional software, hardware and other tools to the Consultant to perform the Services.

PART 4

CONFIDENTIALITY; INTELLECTUAL PROPERTY; AND RESTRICTIVE COVENANTS

4.1 **Definitions.** In this Part,

(a) **“Company Entities”** means the Company and its affiliate, subsidiary and parent corporations, to the extent that such reference does not require any other party to be added as a party to this Agreement other than as a third party beneficiary, each of whom will be expressly deemed an intended third party beneficiary of this Agreement and will have the right to enforce the terms and conditions of this Agreement;

(b) **“Company Inventions”** mean all Inventions owned by the Company Entities prior to or outside of this Agreement (together with those forming part of Work Product);

(c) **“Company Property”** means all Confidential Information, Work Product and Company Inventions;

(d) **“Confidential Information”** means all information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms) and whether or not such information has been marked or indicated as confidential, that is known, held, used or disclosed by or on behalf of the Company Entities in connection with its business, and that, at the time of its disclosure (i) is not available or known to the general public, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential, or (iii) is marked or indicated as proprietary or confidential, and in any event includes trade secrets, know-how, supplier and customer information (whether past, present, future and prospective), strategic plans, source code and related data, financial information, marketing information, information as to business opportunities (including strategies and research and development), consultation records and plans, engineering data, third party data, Company Inventions, and Work Product, whether they are trade secrets or not;

(e) **“Develop”** means conceive, develop, create, acquire, reduce to practice or otherwise make, either alone or with others, whether or not during regular working hours and whether or not having been specifically instructed to do so;

(f) **“Intellectual Property Rights”** means, collectively, all proprietary rights provided or recognized under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including trade secret law, that may provide or recognize any right in Materials, Inventions, Work Product, Confidential Information, know-how, or the expression or use thereof, including (i) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (ii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(g) **“Inventions”** means, collectively, whether patentable or not, discoveries, inventions, innovations, ideas, suggestions, technology, methodologies, techniques, concepts, procedures, processes, protocols, treatments, tests, developments, scientific or other formulae and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(h) **“Materials”** means, collectively, all materials in any form (including verbal, visual, magnetic, electronic, or physical), including any reports, documents, designs, compilations, products, works, and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), studies, reports, records, research, surveys, services, sales, patterns, machines, manufactures, compositions, technical data, devices, sketches, photographs, plans, drawings, specifications, samples, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(i) **“Solicit”** means solicit by any means, including persuasion, enticement inducement, or the direct or indirect assistance to any other person in any such activity, in all cases regardless of whether successful or not and regardless of whether the initial contact was by the Consultant, Principal or any other person; and

(j) **“Work Product”** means all Materials and Inventions that are Developed during the term of this Agreement that in any way relate to (i) the present or proposed programs, services, products or business of the Company Entities, (ii) tasks assigned to the Consultant or the Principal in relation to or arising from this Agreement, or (iii) any other Company Inventions, Work Product or Confidential Information.

4.2 Confidentiality. In connection with the Consultant's performance under this Agreement, the Company has furnished or may furnish to the Consultant or Principal, or the Consultant or Principal may acquire, develop or conceive of, Confidential Information, all of which the Consultant or Principal will each treat strictly in accordance with this Agreement. For greater clarity, the Parties hereby acknowledge and agree that Confidential Information can encompass information regardless of whether it was disclosed prior to the date of this Agreement or after. In connection with this,

(a) **Obligations.** at all times during and after this Agreement, each of the Consultant or Principal will protect the Confidential Information using a reasonable degree of care, and will take all reasonable steps to safeguard the Confidential Information from unauthorized disclosure, and without limiting the foregoing will not, directly or indirectly, (i) copy or reproduce any of the Confidential Information, (ii) use any Confidential Information for any purpose other than the proper performance of the Consultant's duties, or (iii) subject to Section 4.3(e) disclose any of the Confidential Information except strictly to those of Company's directors, officers, consultants, attorneys, accountants, advisors and personnel to whom disclosure is necessary to carry out the Consultant's duties,

(b) **Exceptions.** this Section 4.2 imposes no obligation upon the Consultant and the Principal with respect to any information or part thereof that the Consultant can establish with documentary evidence that, other than as a result of a breach of this Agreement, (i) was already known to, or in the possession of, the Consultant or the Principal at the time the Consultant or the Principal obtained it or access to it from Company in the same form and substance without a duty of confidentiality, (ii) is or becomes generally available to the public rightfully without restrictions of confidentiality, or (iii) becomes available to the Consultant or the Principal after the term of the Agreement from a third party (other than any Company Entity) who has no obligation of confidentiality with respect thereto,

(c) **Required Disclosures.** if the Consultant or the Principal is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any Confidential Information, the Consultant or the Principal may disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that the Consultant or the Principal (i) unless prohibited by such applicable law, provides the Company with written notice as soon as practicable in the circumstances so that the Company may contest the disclosure or seek an appropriate protective order, and (ii) cooperates reasonably and in good faith with the Company in its efforts to prevent, restrict or contest such required or requested disclosure, and

(d) **Acknowledgement.** each of the Consultant and the Principal acknowledge and agree that the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company's goodwill therein, constitute proprietary rights which the Company is entitled to protect.

4.3 Ownership and Intellectual Property Rights. Each of the Consultant and the Principal agree that all right, title and interest (including Intellectual Property Rights) in and to all Company Property, and all services and products which embody, emulate or employ any Company Property, are and will remain fully vested in the Company. For greater clarity, the Parties hereby acknowledge and agree that Company Property includes Confidential Information, Work Product and Company Inventions regardless of whether they were conceived, developed, prepared, known, used or disclosed prior to the date of this Agreement or its execution.

In connection with this, the following provisions apply:

(a) **Assignment.** to the extent that the foregoing does not fully vest in the Company all right, title and interest (including all Intellectual Property Rights) in and to any Company Property, the Consultant and the Principal each hereby assign to the Company or its nominee (or their respective successors or assigns), all of the Consultant's or the Principal's right, title and interest (including all Intellectual Property Rights) in and to such Company Property without further payment by the Company (and, for greater certainty, this assignment includes any future-arising Company Property, which the Consultant and the Principal will be deemed to have automatically assigned pursuant to this provision as it arises without further instrument);

(b) **Opportunities.** if the Consultant's or Principal's access, possession, use or creation of Company Property should give rise to a business opportunity to commercially exploit the Company Property, any such exploitation by the Consultant or Principal, directly or indirectly, is strictly prohibited;

(c) **Disclosure**-the Consultant will promptly disclose to the Company, or any persons designated by the Company, all Inventions that are Derived from Work, and agrees the Company has all right, title and interest (including all Intellectual Property Rights) to such Company Inventions under this Section 4.3;

(d) **Third Party Rights.** the Consultant and the Principal each agree not to introduce into any Company Property any third-party Intellectual Property Right, including any (i) Intellectual Property Rights relating to Materials and Inventions owned by the Consultant or the Principal, such as those that are not Work Product, or (ii) confidential information, trade secrets or other proprietary rights of former employers, in each case without first obtaining the written consent of the Company and, if requested by the Company, the third-party rights holder;

(e) **Moral Rights.** the Consultant and the Principal hereby irrevocably waives for the benefit of the Company Entities and their successors or assigns any and all of the Consultant or Principal's moral rights or "*droits d'auteurs*" in respect of the Work Product.

4.4 Return or Destruction. Upon the request of the Company, the Consultant will immediately return or cause to be returned to Company all originals and copies in any form of Company Property (including Confidential Information or Work Product) in the possession or control of the Consultant or the Principal and will destroy or cause to be destroyed all originals, copies or other reproductions or extracts of such Company Property not so returned. For the purposes of this paragraph, Company Property stored in electronic form on non-removable media (i) will be deemed to be returned when a copy thereof is delivered in reasonable electronic form to the Company, and (ii) destroyed when the Consultant performs a commercially reasonable “delete” function with respect to such data, provided that the Consultant thereafter does not directly or indirectly permit or perform any recovery or restoration of such Company Property, whether through undeletion, archives, forensics or otherwise (except as it relates to source code or other information indicated as requiring further acts of deletion by Company, in which case such information must be deleted using reasonably secure deletion techniques as directed by the Company).

4.5 Further Assistance. The Consultant agrees to assist the Company in every proper way to obtain and, from time to time, enforce the Intellectual Property Rights to the Company Property in any and all countries, and to that end the Consultant will execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights in and to such Company Property may desire, together with any assignments of Work Product or Company Inventions to the Company or persons designated by it. The Consultant’s obligation to assist Company in obtaining and enforcing such Intellectual Property Rights in any and all countries will continue beyond the termination of this Agreement, and shall always be at the Company’s reasonable expense.

4.6 No Solicitation. During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, solicit any of the Company Entities’ customers or clients with which the Consultant performed services or had business dealings (or access to Confidential Information with respect to Company’s other business dealings) in connection with the Services hereunder.

4.7 No Hire. During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, hire or engage any of the Company’s employees, staff, contractors or consultants, or solicit or encourage any of the foregoing, to terminate any employment or contract with the Company, nor will the Consultant provide any information concerning such persons to any recruiter or prospective employer without prior written consent from the Company.

4.8 Non-Disparagement. Neither Consultant nor Principal shall make any statement in any format (whether orally, electronically, or in writing including, without limitation, via email, on the internet or on social media) which is defamatory, disparaging or otherwise derogatory pertaining to the Company or any Company Entities. This prohibition is specifically meant to be broader than defamation and includes, without limitation, contacting employees, customers, clients, vendors, investors or potential investors of Company or Company Entities and saying or implying anything negative about Company or Company Entities by words, actions, context or any combination of these. Provided, however, that nothing in this Agreement shall be construed to prohibit Consultant or Principal from making such truthful disclosures as are compelled or required or permitted by law and as are necessary for legitimate law enforcement or compliance purposes.

4.9 **Arbitration.** As a condition of this Agreement Consultant and Company agree to exclusively submit to final and binding arbitration of any and all claims, counterclaims, demands, and causes of action (collectively, "Claims") arising out of or in any way related to the Agreement. The Consultant and Company further are hereby waiving the right to a jury or bench trial with respect to the Claims. Arbitration shall be by a single arbitrator selected by the Parties. Each Party shall be responsible for its own costs and fees of the arbitration, including, but not limited to attorney's fees. Arbitrator fees shall be borne equally by the Parties.

PART 5

OTHER PROVISIONS

No Liability

5.1 In no event will the Company be liable for any claims made by the Consultant for any special, indirect, incidental, or consequential damages, whether for negligence or breach of contract, including without limitation, loss of business opportunities, profits or revenues, and whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclosed by the Consultant in advance or could have been reasonably foreseen by the Company.

Taxes

5.2 The Consultant represents, warrants and covenants that the Consultant is acting and will act only as an independent contractor and not as an employee of the Company, and acknowledges that in so acting, the Consultant will not be entitled to any employee-like benefits, or any direct or indirect compensation other than that expressly set out in this Agreement. The Consultant will, as an independent contractor, collect and/or remit as required, all amounts, and will register with any workers' compensation entities or other governmental bodies, and deal with all tax and other requirements, and satisfy all applicable compliance requirements, as required or permitted under law by all municipal, provincial or federal governments. Without affecting the Consultant's other obligations in this §5.2, the Consultant will provide proof acceptable to the Company, acting reasonably, of the Consultant's registrations, remittances or other tax or other compliance with applicable law, upon each such registration or remittance or upon request by the Company. The Consultant agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, Canada Pension Plan, Employment Insurance, or other deductions that would be required in an employment relationship. The Consultant will promptly indemnify the Company for any liability that the Company incurs as a result of not making such registrations or remittances or other relevant compliance. In the event that the Canada Revenue Agency determines that remuneration paid by the Company for the Services was employment income to the Consultant, and further determines that the Company was obligated to withhold taxes at source, the Consultant shall be liable to indemnify the Company for any and all costs or assessment thereby occasioned.

Survival

5.3 All obligations and rights that, by their nature, are intended to survive the termination or expiration of this Agreement (the “**Surviving Terms**”), will survive the actual or purported termination or expiration, for any reason, of the Agreement.

Severability

5.4 If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

Governing Law

5.5 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Notice

5.6 Every notice, request, demand or direction (each, for the purposes of this section, a “**notice**”) to be given pursuant to this Agreement by either Party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office or by email, or other similar form of written communication, in each case, addressed as above or as follows:

If to the Company, at:

Address: 750- 1095 West Pender Street, Vancouver, BC, V6E
Telephone: (778) 513-3511
Email: dongshim@shimaccounting.com
Attention: Dong Shim, Chief Financial Officer

If to the Consultant, at:

Address: 9298 Emerald Drive, Whistler, B.C. V0N 1B9
Telephone: (604) 938-9876
E-Mail: mmills@fairlawncapitalpartners.com
Attention: Michael Mills

or to such other address as is specified by the particular Party by notice to the other.

Entire Agreement

5.7 This Agreement forms the entire agreement between the Parties and supersedes all prior agreements, proposals or communications relative to the subject matter of this Agreement, including the Original Consulting Agreement. Amendments to or waivers of this Agreement will be effective only if in writing and signed by authorized representatives of both Parties. Unless otherwise expressly stated, if there is any necessary conflict or inconsistency between any of the terms of this Agreement, this Agreement will take precedence.

Independent Legal Advice

5.8 The Parties agree that each has had independent legal advice, or the opportunity to receive such independent legal advice, in connection with the execution of this Agreement and has read this Agreement in its entirety, understands its contents and is signing this Agreement freely and voluntarily, without duress or undue influence from any Party.

[Signature Page follows]

SCHEDULE "A"

Duties

1.0 Culture

The CEO must understand, reflect and foster the culture and goals of the Company. The Company's culture and goals, although continuously evolving, include the following:

- (a) to practice the highest standards of integrity;
- (b) to achieve superior financial returns;
- (c) pursue growth opportunities in the context of stability and a long-term perspective; and
- (d) to be a respected and leading employer, customer, supplier and investment.

2.0 Leadership

The CEO is responsible for executive leadership and overall day-to-day management of the Company. The CEO is responsible for the implementation of policies, directives and resolutions adopted by the Company's Board of Directors from time to time. The CEO must be able to communicate effectively with managers and promote a sense of participation in, and commitment to, the organization. The CEO is expected to be "hands on", accessible, collaborative and resourceful.

The CEO must set goals for the various members of the Company's management team and ensure accountability.

3.0 Specific Responsibilities

The responsibilities of the CEO include, but not limited to:

- (a) in collaboration with the Board of Directors, developing and monitoring the Company's strategic direction;
 - (b) directing the overall business operations of the Company and taking steps to increase shareholder value;
 - (c) ensuring that the Board of Directors are kept appropriately informed of the overall business operations of the Company and major issues facing the Company;
 - (d) having ultimate accountability for the development (with the Board of Directors) and execution of the strategy and policies of the Company and their communication to the Company's key internal and external stakeholders;
 - (e) identifying and assessing key business risks and implementing strategies to mitigate those risks;
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- (f) having responsibility for the day-to-day operations of the Company, including the annual planning process, capital and financial management, acquisitions, divestitures, etc., all of which must be accomplished within the strategic framework of the Company approved by the Board of Directors;
- (g) having responsibility for ensuring the proper discharge of management's duties in relation to financial reporting and disclosure;
- (h) having the responsibility for the employment, compensation, job descriptions, performance assessment, leadership development and succession planning of senior management personnel in order to ensure adequate resources and expertise are available to fulfil the Company's goals; and
- (i) representing the Company to its major stakeholders, including investment and financial communities, governments, customers and the public.

4.0 Priorities

A key responsibility of the CEO is to identify, assess and determine priorities for the Company, its management and employees. These include priorities for improvement of existing operations, growth opportunities and general allocation of financial, management and other resources. In establishing priorities the CEO is guided by determinations of the Board of Directors. The CEO is responsible for ensuring buy-in by management of priorities that are established. This will require effective communications skills as well as decisiveness and consistency.

5.0 Scope of Involvement

The CEO of the Company must deal with a broad spectrum of matters including international trade, national, regional and local politics, as well as employee, investor and customer relations. As a result, the CEO must have a high energy level combined with a total commitment to the Company's interests. The breadth of the CEO's involvement also emphasizes the importance of prioritizing. The CEO is management's representative on the Board of Directors and must be able to effectively articulate management's vision to the Board of Directors. Conversely, the CEO is responsible to effectively articulate to management and implement determinations made by the Board of Directors.

SECOND AMENDED AND RESTATED CONSULTING AGREEMENT

THIS AGREEMENT is made and dated effective as of the 1st day of June, 2021 (the “Effective Date”)

BETWEEN:

BODY AND MIND INC. a Nevada corporation with an address at 750 - 1095 West Pender Street, Vancouver, British Columbia, V6E 2M6 (the “Company”)

AND: GOLDEN TREE CAPITAL CORP. a company having an office address of 970-777 Hornby Street, Vancouver, B.C. V6Z 1S4
(the “Consultant”)

AND: DONG H. SHIM an individual having an address of 1803-177 Robson Street, Vancouver, B.C. V6B 0N3
(the “Principal”)

(the Company, the Consultant and the Principal being hereinafter singularly also referred to as a “Party” and collectively referred to as the “Parties” as the context so requires).

WHEREAS:

A. The Principal has been appointed to the position of Chief Financial Officer of the Company;

B. The Company wishes to continue the engagement of the Consultant to provide the services of the Principal as Chief Financial Officer of the Company on the terms and conditions set forth in this Agreement;

C. Since entering into of the original Consulting Agreement entered into between the Company, the Consultant and the Principal dated August 21, 2019 (the “**Original Consulting Agreement**”) and the Amended and Restated Consulting Agreement dated January 18, 2021 (the “**Amended and Restated Agreement**”), and as a consequence of the Principal’s valuable role within the Company, the Parties hereby acknowledge and agree that there have been various discussions, negotiations, understandings and agreements between them and, that it is their intention by the terms and conditions of this Second Amended and Restated Consulting Agreement dated June 1, 2021 (the “**Agreement**”) to hereby replace, in their entirety, the Original Consulting Agreement and the Amended and Restated Consulting Agreement, together with all such prior discussions, negotiations, understandings and agreements; and

D. The Parties have agreed to enter into this Agreement which replaces, in its entirety, the Original Consulting Agreement and the Amended and Restated Consulting Agreement, together with all such prior discussions, negotiations, understandings and agreements, all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

PART I

POSITION, SERVICES, REPORTING

Position and Services

Subject as otherwise herein provided, the Company hereby engages the Consultant as an independent contractor and not as an employee or agent of the Company as of the Effective Date, and hereby appoints the Principal to the position of Chief Financial Officer of the Company (hereinafter collectively referred to as “CFO”). As of the Effective Date, the Consultant will cause the Principal to perform the duties and responsibilities normally and reasonably associated with the position of CFO including, without limitation, those duties set out in Schedule “A” attached hereto and such other duties and responsibilities as may from time to time be assigned by the Company to the Consultant, subject always to the limitations as may from time to time be set by the Company (all services to be provided by the Consultant hereunder are referred to as the “Services”).

Standard of Performance

1.1 The Consultant warrants that the Services will be performed in a timely, competent and professional manner in accordance with the highest standards and practices commonly expected of qualified and experienced providers of similar services and that the Principal will devote sufficient time to the performance of the Services as may be reasonably required by the Company to fulfil the standard of performance as aforesaid, including, without limitation, making himself available at such times and at such places as may reasonably be required by the Company in connection with the Services.

Reporting Procedures

1.2 The Consultant and the Principal will report to the Chief Executive Officer and Board of Directors of the Company on an as needed basis.

Subcontracting and Assignment

1.3 The Consultant will not, without the prior written consent of the Company (which consent the Company may in its sole discretion withhold), subcontract, delegate or otherwise assign any or all of the Consultant’s obligations under this Agreement.

Concurrent Work

1.4 Provided that the Consultant is fulfilling the terms of this Agreement and in particular the standards of performance contemplated in §1.1 herein, the Consultant may take employment, concurrently work on projects, accept assignments and serve on boards that are in related industries to the Company (or substantially similar enterprise) provided that such work or engagement does not directly or indirectly compete with the Company at the time such work or engagement is entered into or is intended or could reasonably be perceived to compete with the Company. Whether such work or engagement directly or indirectly competes with the Company, or is intended or could reasonably be perceived to compete with the Company, will be determined solely at the discretion of the Company. The Consultant may take on any assignment, work on projects, serve as a board member or management of any entity not engaged in a competitive activity as aforesaid provided that such position or activity does not unreasonably limit or prohibit the Consultant from fulfilling the Services contemplated in §1.1 herein.

PART 2

CONSULTING FEES

Fees

2.1 The Company will pay to the Consultant a monthly fee of USD\$10,000 plus any good and services taxes, if applicable, (hereinafter the “Fee”) payable on the first day of each calendar month during the term of this Agreement by way of cheque, wire or direct deposit to the account of the Consultant. The Company will review the Fee from time to time during the term of this Agreement and may in its sole discretion increase the Fee depending on the Principal’s performance of the Services and having regard to the financial circumstances of the Company. The Consultant will be responsible for remitting and paying any applicable taxes.

Bonuses

2.2 The Company, from time to time, will consider, but will be under no obligation, to provide the Consultant with a bonus, which is entirely discretionary.

Expenses

2.3 The Company will reimburse the Consultant for all reasonable travel and other out-of-pocket expenses incurred by the Consultant directly related to the performance of the Services, subject to the policies of the Company, within 30 days of the expense being submitted to the Company. The Consultant will account for such expenses in accordance with the policies and directions provided by the Company.

Stock Options

2.4 The Company, from time to time, and in its sole discretion, may grant stock options to the Consultant or its’ designee in accordance with the Company’s Stock Option Plan.

PART 3

TERM, TERMINATION, PLACE OF WORK

Term and Termination

3.1 The term of the Agreement will begin on the Effective Date, and will continue until the Agreement is terminated, as follows:

By the Company:

- (a) Termination without Cause. The Company may terminate this Agreement for any reason, without cost, charge or liability, except as provided in §3.2 below, upon 90 days' written notice or payment in lieu thereof to the Consultant;
 - (b) Termination for Cause. The Company may terminate this Agreement and Consultant's engagement thereunder with or without any advance notice in the event that the Company determines that this Agreement and Consultant's services hereunder should be terminated for Cause (as defined herein.) Termination for Cause shall be effective immediately upon delivery of written notice thereof by the Company to Consultant and Consultant's rights to all compensation shall cease as of the date of such written notice. In such event, Consultant shall not be entitled to any future compensation nor shall Consultant be entitled to any severance pay.
 - (i) For the purposes of this Agreement, "Cause" shall mean: (i) Consultant's failure to perform its duties to the standards and requirements of the Company or neglect of duties for which employed or misconduct in the performance of such duties, all of such facts to be determined by the Company in its good faith judgment; (ii) Consultant committing fraud, misappropriation or embezzlement; (iii) Consultant's commission or conviction of, or entry of a plea of guilty, any felony or misdemeanor involving moral turpitude; (iv) Consultant breaching any provision of this Agreement or any of the rules, regulations, or policies of the Company; (v) the discovery that any of Consultant's representations are inaccurate; (vi) Consultant manufacturing, distributing, dispensing, transporting, possessing or being under the influence of alcohol or illegal drugs during working hours or while on the property or in a vehicle of the Company or any affiliate of the Company; (vii) Consultant misusing or abusing prescription drugs during working hours or while on the property of or in a vehicle of the Company or any affiliate of the Company; (viii) Consultant having present in his body illegal drugs in any amount during working hours or while on the property on in a vehicle of the Company or any affiliate of the Company; (ix) and Consultant failing to immediately comply with a request that he submit to a drug or alcohol test after a work-related injury or accident or whenever the Company reasonably suspects that Consultant is in violation of (vi) through (viii) above. Upon termination of this Agreement as provided in this Section 3.1, the Agreement shall terminate and be of no further force and effect, except as provided in Section 5.3.
-

- (c) immediately, without cost, charge or liability, except as provided in §3.2 below, if the Company becomes bankrupt or insolvent.
- (d) immediately, without cost, charge or liability, in the event that Principal dies or is prevented from performing his duties or fulfilling his responsibilities under this Agreement by reason of incapacity or disability.

By the Consultant:

- (a) at any time and at Consultant's sole discretion, without cause and without any cost, charge, or liability to Company, upon thirty (30) days' written notice of such termination to the Company.

3.2 Change of Control Termination

(a) Notwithstanding any other provision contained herein, if the Consultant's engagement hereunder is terminated by the Consultant for Good Reason or by the Company without Cause (other than on account of the Consultant's death or disability), in each case within twelve (12) months following a Change in Control, the Consultant shall be entitled to receive any accrued amounts owed under this Agreement and subject to the Consultant's compliance with Part 4 of this Agreement the Consultant shall be entitled to receive the following:

(i) a lump sum payment equal to twelve (12) months Fee for the year in which the termination occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within thirty (30) days following the date of termination;

(b) For purposes of this Agreement "Change in Control" shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing 30% or more of the total voting power of the Company's stock;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A of the Internal Revenue Code.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the Term of this Agreement without the Consultant's written consent:

(i) a material reduction in the Consultant's Fee other than a general reduction in Fee that affects all similarly situated consultant's or Company executive's in substantially the same proportions;

(ii) a relocation of the Consultant's principal place of engagement by more than 50 miles;

(iii) a material, adverse change in the Consultant's authority, duties, or responsibilities, or reporting structure applicable to the Consultant.

Consultant cannot terminate the Agreement for Good Reason unless the Consultant has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Consultant does not terminate the Agreement for Good Reason within 180 days after the first occurrence of the applicable grounds, then the Consultant will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

Place of Work and Tools

3.3 The Company may, at its sole discretion, provide reasonable office space for the Consultant as the Company deems appropriate. It is acknowledged that office space is currently not required.

3.4 The Company may, at its sole discretion, provide additional software, hardware and other tools to the Consultant to perform the Services.

PART 4

CONFIDENTIALITY; INTELLECTUAL PROPERTY; AND RESTRICTIVE COVENANTS

4.1 Definitions. In this Part,

(a) **“Company Entities”** means the Company and its affiliate, subsidiary and parent corporations, to the extent that such reference does not require any other party to be added as a party to this Agreement other than as a third party beneficiary, each of whom will be expressly deemed an intended third party beneficiary of this Agreement and will have the right to enforce the terms and conditions of this Agreement;

(b) **“Company Inventions”** mean all Inventions owned by the Company Entities prior to or outside of this Agreement (together with those forming part of Work Product);

(c) **“Company Property”** means all Confidential Information, Work Product and Company Inventions;

(d) **“Confidential Information”** means all information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms) and whether or not such information has been marked or indicated as confidential, that is known, held, used or disclosed by or on behalf of the Company Entities in connection with its business, and that, at the time of its disclosure (i) is not available or known to the general public, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential, or (iii) is marked or indicated as proprietary or confidential, and in any event includes trade secrets, know-how, supplier and customer information (whether past, present, future and prospective), strategic plans, source code and related data, financial information, marketing information, information as to business opportunities (including strategies and research and development), consultation records and plans, engineering data, third party data, Company Inventions, and Work Product, whether they are trade secrets or not;

(e) **“Develop”** means conceive, develop, create, acquire, reduce to practice or otherwise make, either alone or with others, whether or not during regular working hours and whether or not having been specifically instructed to do so;

(f) **“Intellectual Property Rights”** means, collectively, all proprietary rights provided or recognized under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including trade secret law, that may provide or recognize any right in Materials, Inventions, Work Product, Confidential Information, know-how, or the expression or use thereof, including (i) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (ii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(g) **“Inventions”** means, collectively, whether patentable or not, discoveries, inventions, innovations, ideas, suggestions, technology, methodologies, techniques, concepts, procedures, processes, protocols, treatments, tests, developments, scientific or other formulae and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(h) **“Materials”** means, collectively, all materials in any form (including verbal, visual, magnetic, electronic, or physical), including any reports, documents, designs, compilations, products, works, and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), studies, reports, records, research, surveys, services, sales, patterns, machines, manufactures, compositions, technical data, devices, sketches, photographs, plans, drawings, specifications, samples, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(i) **“Solicit”** means solicit by any means, including persuasion, enticement inducement, or the direct or indirect assistance to any other person in any such activity, in all cases regardless of whether successful or not and regardless of whether the initial contact was by the Consultant, Principal or any other person;

(j) **“Work Product”** means all Materials and Inventions that are Developed during the term of this Agreement that in any way relate to (i) the present or proposed programs, services, products or business of the Company Entities, (ii) tasks assigned to the Consultant or the Principal in relation to or arising from this Agreement, or (iii) any other Company Inventions, Work Product or Confidential Information.

4.2 **Confidentiality.** In connection with the Consultant’s performance under this Agreement, the Company has furnished or may furnish to the Consultant or Principal, or the Consultant or Principal may acquire, develop or conceive of, Confidential Information, all of which the Consultant or Principal will each treat strictly in accordance with this Agreement. For greater clarity, the Parties hereby acknowledge and agree that Confidential Information can encompass information regardless of whether it was disclosed prior to the date of this Agreement or after. In connection with this,

(a) **Obligations.** at all times during and after this Agreement, each of the Consultant or Principal will protect the Confidential Information using a reasonable degree of care, and will take all reasonable steps to safeguard the Confidential Information from unauthorized disclosure, and without limiting the foregoing will not, directly or indirectly, (i) copy or reproduce any of the Confidential Information, (ii) use any Confidential Information for any purpose other than the proper performance of the Consultant's duties, or (iii) subject to Section 4.3(e) disclose any of the Confidential Information except strictly to those of Company's directors, officers, consultants, attorneys, accountants, advisors and personnel to whom disclosure is necessary to carry out the Consultant's duties,

(b) **Exceptions.** this Section 4.2 imposes no obligation upon the Consultant and the Principal with respect to any information or part thereof that the Consultant can establish with documentary evidence that, other than as a result of a breach of this Agreement, (i) was already known to, or in the possession of, the Consultant or the Principal at the time the Consultant or the Principal obtained it or access to it from Company in the same form and substance without a duty of confidentiality, (ii) is or becomes generally available to the public rightfully without restrictions of confidentiality, or (iii) becomes available to the Consultant or the Principal after the term of the Agreement from a third party (other than any Company Entity) who has no obligation of confidentiality with respect thereto,

(c) **Required Disclosures.** if the Consultant or the Principal is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any Confidential Information, the Consultant or the Principal may disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that the Consultant or the Principal (i) unless prohibited by such applicable law, provides the Company with written notice as soon as practicable in the circumstances so that the Company may contest the disclosure or seek an appropriate protective order, and (ii) cooperates reasonably and in good faith with the Company in its efforts to prevent, restrict or contest such required or requested disclosure, and

(d) **Acknowledgement.** each of the Consultant and the Principal acknowledge and agree that the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company's goodwill therein, constitute proprietary rights which the Company is entitled to protect.

4.3 Ownership and Intellectual Property Rights. Each of the Consultant and the Principal agree that all right, title and interest (including Intellectual Property Rights) in and to all Company Property, and all services and products which embody, emulate or employ any Company Property, are and will remain fully vested in the Company. For greater clarity, the Parties hereby acknowledge and agree that Company Property includes Confidential Information, Work Product and Company Inventions regardless of whether they were conceived, developed, prepared, known, used or disclosed prior to the date of this Agreement or its execution.

In connection with this, the following provisions apply:

(a) **Assignment.** to the extent that the foregoing does not fully vest in the Company all right, title and interest (including all Intellectual Property Rights) in and to any Company Property, the Consultant and the Principal each hereby assign to the Company or its nominee (or their respective successors or assigns), all of the Consultant's or the Principal's right, title and interest (including all Intellectual Property Rights) in and to such Company Property without further payment by the Company (and, for greater certainty, this assignment includes any future-arising Company Property, which the Consultant and the Principal will be deemed to have automatically assigned pursuant to this provision as it arises without further instrument);

(b) **Opportunities.** if the Consultant's or Principal's access, possession, use or creation of Company Property should give rise to a business opportunity to commercially exploit the Company Property, any such exploitation by the Consultant or Principal, directly or indirectly, is strictly prohibited;

(c) **Disclosure-**the Consultant will promptly disclose to the Company, or any persons designated by the Company, all Inventions that are Derived from Work, and agrees the Company has all right, title and interest (including all Intellectual Property Rights) to such Company Inventions under this Section 4.3;

(d) **Third Party Rights.** the Consultant and the Principal each agree not to introduce into any Company Property any third-party Intellectual Property Right, including any (i) Intellectual Property Rights relating to Materials and Inventions owned by the Consultant or the Principal, such as those that are not Work Product, or (ii) confidential information, trade secrets or other proprietary rights of former employers, in each case without first obtaining the written consent of the Company and, if requested by the Company, the third-party rights holder; and

(e) **Moral Rights.** the Consultant and the Principal hereby irrevocably waives for the benefit of the Company Entities and their successors or assigns any and all of the Consultant or Principal's moral rights or "*droits d'auteurs*" in respect of the Work Product.

4.4 Return or Destruction. Upon the request of the Company, the Consultant will immediately return or cause to be returned to Company all originals and copies in any form of Company Property (including Confidential Information or Work Product) in the possession or control of the Consultant or the Principal and will destroy or cause to be destroyed all originals, copies or other reproductions or extracts of such Company Property not so returned. For the purposes of this paragraph, Company Property stored in electronic form on non-removable media (i) will be deemed to be returned when a copy thereof is delivered in reasonable electronic form to the Company, and (ii) destroyed when the Consultant performs a commercially reasonable "delete" function with respect to such data, provided that the Consultant thereafter does not directly or indirectly permit or perform any recovery or restoration of such Company Property, whether through undeletion, archives, forensics or otherwise (except as it relates to source code or other information indicated as requiring further acts of deletion by Company, in which case such information must be deleted using reasonably secure deletion techniques as directed by the Company).

4.5 Further Assistance. The Consultant agrees to assist the Company in every proper way to obtain and, from time to time, enforce the Intellectual Property Rights to the Company Property in any and all countries, and to that end the Consultant will execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights in and to such Company Property may desire, together with any assignments of Work Product or Company Inventions to the Company or persons designated by it. The Consultant's obligation to assist Company in obtaining and enforcing such Intellectual Property Rights in any and all countries will continue beyond the termination of this Agreement, and shall always be at the Company's reasonable expense.

4.6 No Solicitation. During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, solicit any of the Company Entities' customers or clients with which the Consultant performed services or had business dealings (or access to Confidential Information with respect to Company's other business dealings) in connection with the Services hereunder.

4.7 No Hire. During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, hire or engage any of the Company's employees, staff, contractors or consultants, or solicit or encourage any of the foregoing, to terminate any employment or contract with the Company, nor will the Consultant provide any information concerning such persons to any recruiter or prospective employer without prior written consent from the Company.

4.8 Non-Disparagement. Neither Consultant nor Principal shall make any statement in any format (whether orally, electronically, or in writing including, without limitation, via email, on the internet or on social media) which is defamatory, disparaging or otherwise derogatory pertaining to the Company or any Company Entities. This prohibition is specifically meant to be broader than defamation and includes, without limitation, contacting employees, customers, clients, vendors, investors or potential investors of Company or Company Entities and saying or implying anything negative about Company or Company Entities by words, actions, context or any combination of these. Provided, however, that nothing in this Agreement shall be construed to prohibit Consultant or Principal from making such truthful disclosures as are compelled or required or permitted by law and as are necessary for legitimate law enforcement or compliance purposes.

4.9 Arbitration. As a condition of this Agreement Consultant and Company agree to exclusively submit to final and binding arbitration of any and all claims, counterclaims, demands, and causes of action (collectively, "Claims") arising out of or in any way related to the Agreement. The Consultant and Company further are hereby waiving the right to a jury or bench trial with respect to the Claims. Arbitration shall be by a single arbitrator selected by the parties. Each party shall be responsible for its own costs and fees of the arbitration, including, but not limited to attorney's fees. Arbitrator fees shall be borne equally by the parties.

PART 5

OTHER PROVISIONS

No Liability

5.1 In no event will the Company be liable for any claims made by the Consultant for any special, indirect, incidental, or consequential damages, whether for negligence or breach of contract, including without limitation, loss of business opportunities, profits or revenues, and whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclosed by the Consultant in advance or could have been reasonably foreseen by the Company.

Taxes

5.2 The Consultant represents, warrants and covenants that the Consultant is acting and will act only as an independent contractor and not as an employee of the Company, and acknowledges that in so acting, the Consultant will not be entitled to any employee-like benefits, or any direct or indirect compensation other than that expressly set out in this Agreement. The Consultant will, as an independent contractor, collect and/or remit as required, all amounts, and will register with any workers' compensation entities or other governmental bodies, and deal with all tax and other requirements, and satisfy all applicable compliance requirements, as required or permitted under law by all municipal, provincial or federal governments. Without affecting the Consultant's other obligations in this §5.2, the Consultant will provide proof acceptable to the Company, acting reasonably, of the Consultant's registrations, remittances or other tax or other compliance with applicable law, upon each such registration or remittance or upon request by the Company. The Consultant agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, Canada Pension Plan, Employment Insurance, or other deductions that would be required in an employment relationship. The Consultant will promptly indemnify the Company for any liability that the Company incurs as a result of not making such registrations or remittances or other relevant compliance. In the event that the Canada Revenue Agency determines that remuneration paid by the Company for the Services was employment income to the Consultant, and further determines that the Company was obligated to withhold taxes at source, the Consultant shall be liable to indemnify the Company for any and all costs or assessment thereby occasioned.

Survival

5.3 All obligations and rights that, by their nature, are intended to survive the termination or expiration of this Agreement (the “**Surviving Terms**”), will survive the actual or purported termination or expiration, for any reason, of the Agreement.

Severability

5.4 If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

Governing Law

5.5 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Notice

5.6 Every notice, request, demand or direction (each, for the purposes of this section, a “**notice**”) to be given pursuant to this Agreement by either Party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office or by email, or other similar form of written communication, in each case, addressed as above or as follows:

If to the Company, at:

Address: 750- 1095 West Pender Street, Vancouver, BC, V6E
Telephone: (778) 389-0007
Email: mmills@bamcannabis.com
Attention: Michael Mills, President and Interim CEO

If to the Consultant, at:

Address: 970-777 Hornby Street, Vancouver, B.C. V6Z 1S4
Telephone: 604 559 3511 Ext: 150
E-Mail: dongshim@shimaccounting.com
Attention: Dong H. Shim

or to such other address as is specified by the particular Party by notice to the other.

Entire Agreement

5.7 This Agreement forms the entire agreement between the Parties and supersedes all prior agreements, proposals or communications relative to the subject matter of this Agreement, including the Original Consulting Agreement. Amendments to or waivers of this Agreement will be effective only if in writing and signed by authorized representatives of both Parties. Unless otherwise expressly stated, if there is any necessary conflict or inconsistency between any of the terms of this Agreement, this Agreement will take precedence.

Independent Legal Advice

5.8 The Parties agree that each has had independent legal advice, or the opportunity to receive such independent legal advice, in connection with the execution of this Agreement and has read this Agreement in its entirety, understands its contents and is signing this Agreement freely and voluntarily, without duress or undue influence from any Party.

[Signature Page follows]

SCHEDULE "A"

Duties

1.0 Culture

The Chief Financial Officer must understand, reflect and foster the culture and goals of the Company. The Company's culture and goals, although continuously evolving, include the following:

- (a) to practice the highest standards of integrity;
- (b) to achieve superior financial returns;
- (c) pursue growth opportunities in the context of stability and a long-term perspective; and
- (d) to be a respected and leading employer, customer, supplier and investment.

2.0 Specific Responsibilities

The responsibilities of the CFO include, but are not limited to:

- (a) Providing leadership, direction and management of the finance and accounting team;
 - (b) Providing strategic recommendations to the CEO/President and members of the executive management team;
 - (c) Managing the processes for financial forecasting and budgets, and overseeing the preparation of all financial reporting, record-keeping and regulatory compliance, including liaising with external auditors;
 - (d) Advising on long-term business and financial planning;
 - (e) Establishing and developing relations with senior management and external partners and stakeholders; and
 - (f) Reviewing all formal finance, HR and IT related procedures.
-

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the “**Agreement**”), dated and effective June 1, 2021 (the “**Effective Date**”) is made by and between Body and Mind, Inc, a Nevada corporation, (the “**Employer**”) and Stephen ‘Trip’ Hoffman, an individual (the “**Employee**”). This Agreement supersedes the Employment Agreement, dated November 15, 2018 (the “**Employment Agreement**”) and the Amended and Restated Employment Agreement dated January 18, 2021 (the “**Amended and Restated Employment Agreement**”), between Employer and Employee. The Employer and the Employee being hereinafter singularly also referred to as a “**Party**” and collectively referred to as the “**Parties**” as the context so requires.

RECITALS

A. Employer has made an offer of continued employment to the Employee, and the Employee has accepted employment with the Employer on the terms and conditions set forth in the Employment Agreement;

B. As part of the Employee’s employment with the Employer, the Employee has or will be exposed to and/or provided with proprietary information relating to the operations of the Employer’s or its affiliates’ businesses and customers that is considered “**Confidential Information**” (as defined below);

C. Employee acknowledges that a part of the consideration he is providing to the Employer in exchange for his employment with the Employer is his agreement to maintain the confidentiality of the “**Confidential Information**” in the manner provided herein;

D. The Employee acknowledges that a part of the consideration he is providing the Employer in exchange for his employment and continued employment with Employer is his agreement to abide by the non-solicitation covenants and other restrictions provided herein;

E. Since entering into the Employment Agreement and, as a consequence of the Employee’s valuable role within the Employer, the Parties hereby acknowledge and agree that there have been various discussions, negotiations, understandings and agreements between them relating to the terms and conditions, and that it is their intention by the terms and conditions of this Agreement to hereby replace, in their entirety, the Employment Agreement and the Amended and Restated Employment Agreement, together with all such prior discussions, negotiations, understandings and agreements; and

F. The Parties have agreed to enter into this Agreement which replaces, in its entirety, the Employment Agreement and the Amended and Restated Employment Agreement, together with all such prior discussions, negotiations, understandings and agreements, and all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Employment. Employer hereby employs Employee as Chief Operating Officer of the Employer in Clark County, Nevada and in other areas owned or operated by the Employer's affiliates as directed by the Employer, and the Employee hereby accepts and agrees to such employment subject to the advice, direction, regulations and supervision of the Employer. Employment is expressly conditioned upon the Employee clearing a background check and receiving applicable state licensing. Employee's responsibility shall include, without limitation, the job details as described in Exhibit A attached hereto.

2. Term of Employment. Employee's employment shall continue unless terminated by the Employer and/or Employee pursuant to conditions stated in this Agreement.

3. Employee Compensation. Employer shall compensate Employee for services performed under this Agreement as follows:

(a) Base Salary. Employer shall pay to Employee the sum of USD Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) per month (the "**Base Salary**"). The Base Salary shall be payable semi-monthly or in accordance with the payroll policies of the Employer. The Base Salary shall be subject to customary government payroll source deductions and withholdings for social security and other taxes and amounts customarily withheld from salaries of employees of the Employer, all in accordance with the Employer's usual and customary practices.

(b) Benefits. Employee shall be entitled to and shall receive all group medical benefits available generally to other employees of the Employer of the same level and responsibility as Employee pursuant to the terms and conditions of each of the Employer's plans and programs, in each case to the extent that the Employer has such plans or programs and to the extent that Employee is eligible or becomes eligible under the terms of such plans or programs.

(c) Paid Time Off (PTO). Employee shall receive from the Employer paid time off (PTO) in accordance with the Employer's PTO policy as shall from time to time be adopted or modified by the Employer.

(d) Reimbursable Expenses. Regular and reasonable company expenses incurred by the employee in performance of their job function, shall be reimbursed by the Employer within 30 days of the expense being submitted by Employee.

(e) Bonus. The Employee is eligible to be considered for an annual discretionary bonus which will be subject to the approval of the Board of Directors of the Employer, in their sole and absolute discretion. Payment of a bonus in any one year will not indicate the payment of a bonus in any other year.

(f) Stock Options. The Employee is eligible to be considered for the issuance of stock options in the Employer's company, subject to the approval of the Board of Directors of the Employer, in their sole and absolute discretion. Granting of options at any time will not indicate the further granting of options at any other time.

4. Best Efforts of Employee. Employee agrees at all times to faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of Employee under this Agreement, to the full and complete satisfaction of Employer. Employee's duties shall be rendered in Clark County, Nevada, and at such other place or places as Employer shall in good faith require or as the interests, needs, business or opportunities of the Employer shall require. Employee shall devote full and undivided time, attention, knowledge and skills to the Employer's business during Employee's work hours as designated by Employer from time to time. Employee shall make available to Employer all information, suggestions, and recommendations which Employee may have that may benefit Employer in the conduct of its business.

5. Termination. This Agreement and the Parties' obligations hereunder shall terminate, or may be terminated as follows:

(a) Termination by Employer for "Cause". Employer may terminate this Agreement and Employee's employment thereunder with or without any advance notice in the event that the Employer determines that this Agreement and Employee's services hereunder should be terminated for Cause (as defined herein.) Termination for Cause shall be effective immediately upon delivery of written notice thereof by the Employer to Employee and Employee's rights to all compensation shall cease as of the date of such written notice. In such event, Employee shall not be entitled to any future compensation nor shall Employee be entitled to any severance pay.

(i) For the purposes of this Agreement, "Cause" shall mean: (i) Employee's failure to perform his duties to the standards and requirements of the Employer or neglect of duties for which employed or misconduct in the performance of such duties, all of such facts to be determined by the Employer in its good faith judgment; (ii) Employee committing fraud, misappropriation or embezzlement; (iii) Employee's commission or conviction of, or entry of a plea of guilty, any felony or misdemeanor involving moral turpitude; (iv) Employee breaching any provision of this Agreement or any of the rules, regulations, or policies of the Employer; (v) the discovery that any of Employee's representations are inaccurate; (vi) Employee manufacturing, distributing, dispensing, transporting, possessing or being under the influence of alcohol or illegal drugs during working hours or while on the property or in a vehicle of the Employer or any affiliate of the Employer; (vii) Employee misusing or abusing prescription drugs during working hours or while on the property of or in a vehicle of the Employer or any affiliate of the Employer; (viii) Employee having present in his body illegal drugs in any amount during working hours or while on the property on in a vehicle of the Employer or any affiliate of the Employer; (ix) and Employee failing to immediately comply with a request that he submit to a drug or alcohol test after a work-related injury or accident or whenever the Employer reasonably suspects that Employee is in violation of (vi) through (viii) above. Upon termination of this Agreement as provided in this Section 5(a)(i), the Agreement shall terminate and be of no further force and effect, except as provided in Section 7.

(b) Mutual Agreement. At any time by the mutual written agreement of the Parties, this Agreement shall terminate and shall be of no further force and effect, except as provided herein and as provided in Section 7.

(c) Death or Incapacity. In the event that Employee dies or is prevented from performing his duties or fulfilling his responsibilities under this Agreement by reason of incapacity or disability, this Agreement shall terminate and shall be of no further force and effect.

(d) Termination by Employee. Unless otherwise agreed to in writing by the Employer, Employee has the right to voluntarily terminate this Agreement, for any reason and at any time, by providing the Employer at least thirty (30) days prior written notice of such termination.

(e) Termination by Employer. Employer has the right to terminate this Agreement, at any time and for any reason, by providing the Employee at least thirty (30) days prior written notice of such termination. In the event the Employer terminates the Employee's employment, for any reason and at any time, his right to all compensation shall cease at the end of the 30 day notice period, except, if applicable, as provided in Section 6 below.

6. Change of Control Termination

(a) Notwithstanding any other provision contained herein, if the Employee's employment hereunder is terminated by the Employee for Good Reason or by the Employer without Cause (other than on account of the Employee's death or disability), in each case within twelve (12) months following a Change in Control, the Employee shall be entitled to receive the Accrued Amounts and subject to the Employee's compliance with the Section 6 and Section 7 of this Agreement the Employee shall be entitled to receive the following:

(i) a lump sum payment equal to twelve (12) months Base Salary for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within thirty (30) days following the Termination Date;

(b) For purposes of this Agreement "Change in Control" shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Employer that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of Employer; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Employer's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Employer's stock possessing 30% or more of the total voting power of the Employer's stock;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Employer's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Employer, a change in effective control of the Employer, or a change in the ownership of a substantial portion of the Employer's assets under Section 409A of the Internal Revenue Code.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the continuance of the Employee's employment hereunder without the Employer's written consent:

(i) a material reduction in the Employee's Base Salary other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;

(ii) a relocation of the Employee's principal place of employment by more than 50 miles;

(iii) a material, adverse change in the Employee's title, authority, duties, or responsibilities, or reporting structure applicable to the Employee.

Employee cannot terminate employment for Good Reason unless the Employee has provided written notice to the Employer of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Employee does not terminate employment for Good Reason within twelve (12) months after the first occurrence of the applicable grounds, then the Employee will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

7. Covenants and Restrictions. Employee acknowledges that the Employer has a substantial, legitimate and continuing interest in the protection of its Confidential Information (as defined below) and business relationships, including without limitation, current and prospective employees, consultants, advisors, customers, vendors, suppliers, partners and joint venturers and financing sources, and in the protection of its Confidential Information and business relationships has invested substantial money, time and effort and will continue to invest substantial money, time and effort to develop, maintain and protect such relationships and Confidential Information. Employee further acknowledges that the Employer would not have entered into this Agreement with Employee but for the agreements, restrictions and covenants made by Employee contained in this Section 7. Accordingly, Employee covenants and agrees as follows:

(a) During the term of his employment as set forth above and for a period of not more than one year from the date on which Employee ceases to be an employee of the Employer, Employee shall not directly, or indirectly, for himself or for any other person interfere with, solicit, entice away or otherwise attempt to obtain the withdrawal or services of any employee of the Employer or any of its subsidiaries or affiliates in relation to any business that is competitive with or identical to the business conducted by the Employer, or any of its subsidiaries or affiliates (the "Business").

(b) During the term of his employment as set forth above and for a period of not more than one year from the date on which Employee ceases to be an employee of the Employer, Employees shall not advise any person not to do business with the Employer or any of its subsidiaries or affiliates in relation to the Employer's business.

(c) Employee acknowledges that, by virtue of providing services under this Agreement, the Employer may disclose to Employee or give Employee access to Confidential Information so that Employee may properly fulfill his services and duties. Confidential Information may exist in electronic, written, visual, verbal or audio form, and there is no obligation that Confidential Information be marked with any legend or notation confirming its confidential status. Whenever Confidential Information is incorporated into a new document, electronic file, notes or other tangible media, such media shall become and be construed to be Confidential Information, subject to all of the terms and conditions in this Agreement. All documents or other media containing Confidential Information, whether or not explicitly marked "Confidential" and all reproductions thereof shall at all times be and remain the sole and exclusive property of the Employer. Employee shall always hold in confidence and shall not disclose Confidential Information in whole or in part to any third party or to any employee of the Employer who does not need access to Confidential Information to discharge their duties.

"Confidential Information" is hereby defined as any and all information (whether transmitted orally or in writing and whether in electronic, digital, analog, magnetic, video, audio or any other tangible or intangible medium) respecting the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates that is or has been provided or made available to Employee pursuant to this Agreement or during his employment with the Employer or its affiliates, including, without limitation: (i) information relating to or concerning the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates that is confidential, proprietary or not generally known to and cannot be readily ascertained through proper means by persons or entities (including the Employer's and its affiliates' present or future competitors) who can obtain any type of value from its disclosure or use; (ii) products, discoveries, patents, patent applications, designs, drawings, software code, flow charts, schematics, technical specifications, processes, know-how, copyrights, trademarks, service marks, formulae, trade secrets, computer software, computer software systems and system architecture, computer print-outs, computer readable information, computer software object code and source code, inventions, and all other technical information of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (iii) marketing or development methods, proposals, processes, designs, plans and strategies of the Employer, the Employer's affiliates, or any other entity operated, managed or owned by the Employer or its affiliates; (iv) names of vendors, costs of materials, prices of products or services, lists or records, profits and losses and all other financial information of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (v) business and operational plans and methods, business or property acquisition or development proposals, and all other business information of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (vi) pricing strategies of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (vii) client or customer lists or contact information (including email lists) and any descriptions or data concerning or containing current, former, or prospective clients and customers, including names, addresses, IP addresses, attributes, requirements, special needs, spending information and habits, and other data of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (viii) personnel information, hiring information, and other terms of employment including salary, compensation, commissions, and bonuses paid to the Employer's or its affiliates' employees; (ix) the terms of this Agreement; (x) the Employer's or its affiliates' cultivation processes, including any enhancements of them by Employee; (xi) any other information or data concerning the products, technology, operations, personnel, finances or business of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates.

(d) Employee acknowledges and agrees that all files, records, documents, memoranda, notes, lists, records and other documents and written material, including copies thereof, containing or reflecting Confidential Information (whether or not such items are kept or stored in computer memories, microfiche, hard copy or any other manner) made or compiled by Employee or made available to Employee are and remain the property of the Employer and shall be delivered to the Employer promptly upon any termination of this Agreement. Employee further acknowledges and agrees that all equipment, devices and all other items relating to the business of the Employer or its affiliates, whether prepared by or with the assistance of Employee or otherwise coming into his possession, control or knowledge, are and shall remain the exclusive property of the Employer and shall not be removed from the premises of the Employer or its affiliates under any circumstances.

(e) Employees' use of any trademark, trade name, service mark, insignia, slogan, emblem, symbol, design or other identifying characteristic owned by or associated with the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates (collectively, "Company Marks") shall be subject to the written approval of the Employer. Employee acknowledges both before and after the termination of this Agreement the exclusive right of the Employer to use or to grant to others the right or license to use any Company Marks. Employee acknowledges that the use of such Company Marks by Employee is granted at the absolute discretion of the Employer, and such use shall terminate immediately upon written notice from the Employer. The use of any Company Marks in any advertising or any promotional material shall be subject to the prior approval of the Employer. Except as specifically authorized by this Agreement, Employee agrees to not use Company Marks or to imitate or infringe upon any of the Company Marks in whole or in part. On the termination of this Agreement, Employee shall forthwith cease any use of such Company Marks in any advertising and promotional material. Employee shall take all actions that are necessary to maintain the Employer's goodwill and reputation and agrees to cease utilizing, at the Employer's demand, any and all Company Marks.

(f) If any covenant in Section 7(a)-(e) is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against the Employee. Employee will, while the covenant under Section 7(a)-(e) is in effect, give notice to the Employer, within ten days after accepting any other employment, of the identity of Employee's new employer.

(g) Employee acknowledges and agrees that his failure to perform any terms contained in this Agreement would cause irreparable injury to the Employer and cause damages to the Employer that would be difficult to ascertain or quantify and for which the Employer may not have an adequate remedy at law. As such, Employee agrees that the Employer shall be entitled to any proper equitable relief, including, but not limited to, a temporary restraining order and a preliminary or final injunction, to prevent a breach of this Agreement by Employee and to enforce specifically the terms and provisions thereof without the necessity of proving actual damages or securing or posting any bond or providing prior notice, in addition to any other remedies available to the Employer at law or in equity. The restrictions and covenants contained in this Agreement are independent of any other obligations between the Parties, and the existence of any other claim or cause of action against the Employer is not a defense to enforcement of said covenants by injunction.

8. Non-Disparagement. Employee shall not make any statement in any format (whether orally, electronically, or in writing including, without limitation, via email, on the internet or on social media) which is defamatory, disparaging or otherwise derogatory pertaining to the Employer or any of its affiliates. This prohibition is specifically meant to be broader than defamation and includes, without limitation, contacting employees, customers, clients, vendors, investors or potential investors of Employer and its affiliates and saying or implying anything negative about Employer or its affiliates by words, actions, context or any combination of these. Provided, however, that nothing in this Agreement shall be construed to prohibit Employee from making such truthful disclosures as are compelled, required or permitted by law and as are necessary for legitimate law enforcement or compliance purposes.

9. Assignment. The Parties agree that the services covered by this Agreement are strictly personal and that this Agreement is not assignable or transferable by Employee either voluntarily or by operation of law without the prior written consent of the Employer. However, nothing contained in this Agreement shall limit or restrict the Employer's ability to merge or consolidate or effect any similar transaction with any other entity, irrespective of whether the Employer is the surviving entity (including a split up, spin off or similar type transaction), provided that one or more of such surviving entities shall continue to be bound by the provisions hereof binding upon the Employer, to assign this Agreement in conjunction with a sale of all or substantially all of the Employer's assets or equity interest therein, or to assign this Agreement to an affiliate of the Employer.

10. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto, if any. Unless otherwise expressly stated herein, this Agreement shall not create any rights in any person who is not a Party to this Agreement.

11. Choice of Law. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Nevada. Notwithstanding the foregoing, if any law or set of laws in the State of Nevada requires or otherwise dictates that the laws of another state or jurisdiction must be applied in any proceeding involving this Agreement, such Nevada law or set of laws shall be superseded by this Section and the remaining laws of the State of Nevada nonetheless shall be applied in such proceedings.

12. **Arbitration.** As a condition of this Agreement the Parties agree to exclusively submit to final and binding arbitration of any and all claims, counterclaims, demands, and causes of action (collectively, "Claims") arising out of or in any way related to the Agreement. ***The Parties further are hereby waiving the right to a jury or bench trial*** with respect to the Claims. Arbitration shall be by a single arbitrator selected by the Parties and shall be administered exclusively by the American Arbitration Organization ("AAA") consistent with the rules, regulations, and requirements thereof as set forth in AAA's *Employment Arbitration Rules* (www.adr.org/employment). Each Party shall be responsible for its own costs and fees of the arbitration, including, but not limited to attorney's fees. Arbitrator fees shall be borne equally by the Parties.

13. **Severability.** If any sentence, paragraph, clause or combination of the same in this Agreement is held by a court of competent jurisdiction to be unenforceable in any jurisdiction, such sentence, paragraph, clause or combination shall be unenforceable in the jurisdiction where it is invalid, and the remainder of this Agreement shall remain binding in such jurisdiction as if such unenforceable provision had not been contained herein. The enforceability of such sentence, paragraph, clause or combination of the same in this Agreement otherwise shall be unaffected and shall remain enforceable in all other jurisdictions.

14. **Waiver and Extensions.** No waiver of any breach of any term or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other term or provision herein. No extension of time for the performance of any obligation or act hereunder shall be deemed an extension of time for the performance of any other obligations or act hereunder. No failure or delay in the exercise of any right given to either Party hereunder shall constitute a waiver thereof.

15. **Headings, Gender and Number.** Headings in this Agreement are included herein for the convenience of reference only and shall not define, limit, or otherwise constitute a part of this Agreement for any other purpose. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine feminine, or neuter genders shall each include the others. All references to a period of days, months or years herein shall refer to calendar days, months or years, respectively, unless otherwise specifically stated.

16. **Further Assurances.** The Parties hereto agree to do such further acts and things and to execute and deliver such additional agreements and instruments as either Party hereto may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

17. **Construction.** The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity of having their attorneys review this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or of any of its exhibits or amendments.

18. **Legal Representation and No Reliance.** All Parties represent and agree that each has had the full and fair opportunity to discuss all aspects of this Agreement with an attorney of their choice and that they carefully have read and understand the terms hereof and that they are voluntarily entering into this Agreement.

19. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by the Party to be charged subsequent to the execution of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. Delivery of an executed counterpart's signature page of this Agreement by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

21. Notices. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given: (i) when delivered, if sent by telecopy or by hand; (ii) one (1) business day after sending, if sent by reputable overnight courier service, such as Federal Express; or (iii) three (3) business days after being mailed, if sent by United States certified or registered mail, return receipt requests, postage prepaid. Notices shall be sent by one of the methods described above; provided, that any notice sent by telecopy shall also be sent by any other method permitted above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Employer

Body and Mind Inc.
A Nevada incorporated company

By: /s/ Michael Mills

Date: June 28, 2021

Employee

Stephen 'Trip' Hoffman
Employee

By: /s/ Stephen 'Trip' Hoffman

Date: June 28, 2021

EXHIBIT “A”

Job Description

Chief Operating Officer

Level: Chief Officer
Status: Salary, Exempt
Minimum Age Requirements: 21 years of age
Immediate Supervisor: President
Supervises: Dispensary, Cultivation, Food Services, Laboratory Divisions
Department: Officers

Purpose:
Establishes and accomplishes organizational objectives; oversees all organizational operations.

Job Duties:

- ✓ Develops strategic plan by studying technological and financial opportunities; presenting assumptions; recommending alternatives.
- ✓ Builds company image by collaborating with customers, government, community organizations, and employees; enforcing ethical business practices.
- ✓ Accomplishes subsidiary objectives by establishing plans, budgets, and results measurements; allocating resources; reviewing progress; adjusting course of actions as needed.
- ✓ Coordinates efforts by establishing procurement, production, marketing, field, and technical services policies and practices; coordinating actions with corporate staff.
- ✓ Increases management’s effectiveness by recruiting, selecting, orienting, training, coaching, counseling, and disciplining managers; communicating values, strategies, and objectives; assigning accountabilities; planning, monitoring, and appraising job results; developing incentives; developing a climate for offering information and opinions; providing educational opportunities.

Skills/Qualifications:

- ✓ Active listening
- ✓ Decision Making
- ✓ Financial Planning and Strategy
- ✓ Financial Responsibility
- ✓ ICC Compliance

- ✓ Judgment
- ✓ Negotiation
- ✓ Problem Solving
- ✓ Process Improvement
- ✓ Supervision
- ✓ Technological Skills
- ✓ Vision

Minimum Requirements:

- ✓ Must not have been convicted of any felony offenses pursuant in N.R.S. 453A.104

Education & Experience

- ✓ High School Diploma or GED required.
- ✓ Master's degree or equivalent experience in Business Management.

Physical Demands

- ✓ This position will require the applicant to routinely sit, stand, stoop, kneel, crouch, and bend for up to 8 hours. Position requires the occasional lifting of objects in excess of 25 lbs.

SUBSIDIARIES OF BODY AND MIND INC.

The following is a list of all the subsidiaries of the Company and the corresponding state or jurisdiction of incorporation or organization of each. All subsidiaries of the Company are directly or indirectly owned by the Company.

Name of Subsidiary	Place of Incorporation/Formation	Ownership Interest
DEP Nevada Inc. ⁽¹⁾	Nevada, USA	100%
Nevada Medical Group, LLC ⁽²⁾	Nevada, USA	100%
NMG Long Beach, LLC ⁽³⁾	California, USA	100%
NMG Cathedral City, LLC ⁽⁴⁾	California, USA	100%
NMG San Diego, LLC ⁽⁵⁾	California, USA	60%
NMG OH1, LLC ⁽⁶⁾	Ohio, USA	100%
NMG MI1, Inc ⁽⁷⁾	Michigan, USA	100%
NMG MI C1 Inc. ⁽⁸⁾	Michigan, USA	100%
NMG MI P1 Inc ⁽⁹⁾	Michigan, USA	100%

Notes:

- (1) DEP Nevada Inc. is a wholly-owned subsidiary of Body and Mind Inc.
- (2) Nevada Medical Group, LLC is a wholly-owned subsidiary of DEP Nevada Inc.
- (3) NMG Long Beach, LLC is a wholly-owned subsidiary of Nevada Medical Group, LLC.
- (4) NMG Cathedral City, LLC is a wholly-owned subsidiary of Nevada Medical Group, LLC.
- (5) NMG San Diego, LLC is a 60% owned subsidiary of Nevada Medical Group, LLC.
- (6) NMG OH1, LLC is a wholly-owned subsidiary of DEP Nevada Inc.
- (7) NMG MI 1, LLC is a wholly-owned subsidiary of DEP Nevada Inc.
- (8) NMG MI C1, LLC is a wholly-owned subsidiary of DEP Nevada Inc.
- (9) NMG MI P1, LLC is a wholly-owned subsidiary of DEP Nevada Inc.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Body and Mind Inc. on Form S-8 [FILE NO. 333-237700] of our report dated November 18, 2021, with respect to our audit of the consolidated financial statements of Body and Mind Inc. as of July 31, 2021 and for the year ended July 31, 2021, which report is included in this Annual Report on Form 10-K of Body and Mind Inc. for the year ended July 31, 2021.

/s/ Sadler, Gibb & Associates, LLC

Draper, UT
November 18, 2021

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Body and Mind Inc. on Form S-8 [FILE NO. 333-237700] of our report dated December 15, 2020, with respect to our audit of the consolidated financial statements of Body and Mind Inc. as of July 31, 2020 and for the year ended July 31, 2020, which report is included in this Annual Report on Form 10-K of Body and Mind Inc. for the year ended July 31, 2021.

Our report on the consolidated financial statements refers to a change in the method of accounting for leases, due to the adoption of ASU No. 2016-02, *Leases (Topic 842)*, as amended, effective August 1, 2019, using the modified retrospective approach.

/s/ Marcum LLP

Marcum LLP
Costa Mesa, CA
November 18, 2021

CERTIFICATION

I, Michael Mills, certify that:

1. I have reviewed this Form 10-K of Body and Mind Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 18, 2021

/s/ Michael Mills

Michael Mills, President, CEO and Director
(Principal Executive Officer)

CERTIFICATION

I, Dong Shim, certify that:

1. I have reviewed this Form 10-K of Body and Mind Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 18, 2021

/s/ Dong Shim

Dong H. Shim, Chief Financial Officer and Director
(Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Michael Mills, the Chief Executive Officer of Body and Mind Inc. (the "Company"), and Dong H. Shim, the Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his or her knowledge, the Annual Report on Form 10-K for the year ended July 31, 2021, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in the Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of the Company.

Date: November 18, 2021

/s/ Michael Mills

Michael Mills
President, Chief Executive Officer
(Principal Executive Officer) and a Director

/s/ Dong Shim

Dong H. Shim
Chief Financial Officer (Principal Financial Officer and
Principal Accounting Officer) and a Director

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signatures that appear in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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