

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

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

April 7, 2025

Date of Report (Date of earliest event reported)

**BODY AND MIND INC.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>000-55940</u> (Commission File Number)	<u>98-1319227</u> (IRS Employer Identification No.)
<u>750 – 1095 West Pender Street</u> <u>Vancouver, British Columbia, Canada</u> (Address of principal executive offices)		<u>V6E2M6</u> (Zip Code)

(800)361-6312

Registrant's telephone number, including area code

Not applicable.

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

<input type="checkbox"/>	Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
<input type="checkbox"/>	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

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

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 240.12b-2 of this chapter).

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.

## SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

### Item 1.01 Entry into a Material Definitive Agreement

#### Amendment to Non-Revolving Credit Facility

As described in the Company’s Current Report on Form 8-K filed with the SEC on October 30, 2024, the Company entered into a non-revolving credit facility agreement (the “**Credit Facility Agreement**”) with Bengal Catalyst Fund, LP, a Delaware limited partnership (the “**Lender**” and together with the Company, the “**Parties**”) on October 24, 2024, pursuant to which the Company was permitted to request loans from the Lender (each, a “**Loan**”) from time to time until October 24, 2025, or the date on which the Company otherwise terminates the Credit Facility Agreement, up to an aggregate principal amount of US\$2,317,729.20 (the “**Maximum Credit Balance**”). Provided that the aggregate outstanding principal balance of all Loans did not exceed US\$1,500,000 (the “**Pre-Approved Threshold**”), the Lender was required accept a Loan requested by the Company, and, if the aggregate outstanding principal balance of all Loans exceeded the Pre-Approved Threshold, the Lender could, in its sole discretion, accept or reject additional Loans requested by the Company.

Contemporaneously with entering into the Credit Facility Agreement, the Company requested a Loan for the principal amount of US\$2,317,729.20 and issued the Non-Revolving Credit Note in the form attached to the Credit Facility Agreement as Schedule II, which Loan was fully funded by the Lender on October 28, 2024.

The Company has been in default of certain of its obligations under the Credit Facility Agreement since March 20, 2025, but, in light of a recent payment made by the Company thereunder in the amount of \$833,000, the Parties have agreed to enter into an agreement (the “**First Amendment**”) dated as of April 7, 2025 (the “**First Amendment Effective Date**”), amending the Credit Facility Agreement whereby: (i) part of the Maximum Credit Balance, up to the amount of \$833,334 (the “**Maximum Revolving Credit Balance**”), will be revolving, with the remainder - up to the maximum of \$1,400,000 (the “**Maximum Non-Revolving Credit Balance**”) - to continue as non-revolving, (ii) the Company shall be deemed to have reborrowed the principal amount of \$833,334 (the “**Revolving Credit Balance**”); (iii) the interest rate on all borrowed funds is increased from 18% to 24%, so long as the Loan Amount is \$1,700,000 or more; and (iv) the Lender has agreed to waive the Company’s default for a period of 60 calendar days from the date of the First Amendment Date (the “**Forbearance Period**”).

Consequential amendments also have been made to Schedule II to the Credit Facility Agreement (being the Non-Revolving Credit Note), whereby all references therein to “\$2,317,729.20” or “two million three hundred seventeen thousand seven hundred twenty-nine and 20/100” have been amended and restated to read “\$1,400,000” or “one million four hundred thousand dollars” as applicable. In addition, Schedule “A” to the First Amendment (being the Revolving Credit Note) has been added to the Credit Facility Agreement as new Schedule II-B (being the Revolving Credit Note).

As of the First Amendment Effective Date, Loans in the aggregate principal amount of \$2.3 million (inclusive of the Revolving Credit Balance) remain outstanding under the Credit Facility Agreement, as amended.

Except as amended by the First Amendment, the terms and conditions of the Credit Facility Agreement remain in full force and effect

In order to bring its obligations under the Credit Facility Agreement back into good standing the Company must complete the following prior to the expiry of the Forbearance Period:

- Continue to remit to the Lender monthly interest payments when due (the payments due on each of April 15, 2025, and May 15, 2025, having already been made); and
- Bring itself into compliance with the liquidity provisions of the Credit Facility Agreement, which require the Company to maintain, for the period commencing on January 1, 2025, minimum Liquid Assets (as defined in the Credit Facility Agreement) of at least \$350,000.

The foregoing descriptions of the Credit Facility Agreement and the First Amendment do not purport to be complete and are qualified in their entirety by, respectively:

- (a) the Credit Facility Agreement, which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on October 30, 2024; and
- (b) the First Amendment, which is filed as Exhibit 10.2;

each of which is incorporated by reference herein.

## **SECTION 2 – FINANCIAL INFORMATION**

### **Item 2.03 Creation of a direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information set forth under Item 1.01 of this Current Report on Form 8-K with respect to the Non-Revolver Credit Facility, as amended by the First Amendment, is responsive to and incorporated by reference into this Item 2.03.

## **SECTION 8 – OTHER EVENTS**

### **Item 8.01 Other Events**

On April 8, 2025, the Company issued a news to announce an event scheduled for April 12, 2025, at 12:00 PM, to mark the grand opening of the Company's new dispensary located at the corners of Glenwood Dyer Rd and Torrence Ave. (20513 Torrence Ave), in Lynwood IL 60411, as well as the entry by the Parties into the First Amendment.

A copy of the news release is attached as Exhibit 99.1 hereto.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">Non-Revolver Credit Facility Agreement by and between Body and Mind Inc. and Bengal Catalyst Fund, LP, dated October 24, 2024<sup>(1)</sup> bmmj_ex101.htm</a>
<a href="#">10.2</a>	<a href="#">First Amendment to Non-Revolver Credit Facility Agreement by and between Body and Mind Inc. and Bengal Catalyst Fund, LP<sup>(*)</sup></a>
<a href="#">10.3</a>	<a href="#">Revolving Credit Note issued favor of Bengal Catalyst Fund, LP, dated as of April 7, 2025<sup>(*)</sup></a>
<a href="#">99.1</a>	<a href="#">News release dated April 8, 2025<sup>(*)</sup></a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

Notes:

- (\*) Filed herewith.
- (1) Previously filed as an exhibit to our Current Report on Form 8-K filed with the SEC on October 30, 2024.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**BODY AND MIND INC.**

**DATE:** April 9, 2025

By: */s/ Michael Mills*

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**Michael Mills**  
**President, CEO and Director**

## FIRST AMENDMENT TO NON-REVOLVING CREDIT FACILITY AGREEMENT

This first amendment to non-revolving credit facility agreement (the "First Amendment") is made and entered into as of April 7, 2025 (the "Amendment Date") by and between Body and Mind, Inc., a Nevada corporation (the "Borrower"), and Bengal Catalyst Fund, LP, a Delaware limited partnership (the "Lender"). As used herein, the Borrower and the Lender may individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Borrower and the Lender entered into that certain non-revolving credit facility agreement effective as of October 24, 2024, (the "Credit Facility") wherein Lender agreed to lend up to \$2,317,729.20 (the "Maximum Credit Balance") to the Borrower in the form of a non-revolving credit note;

WHEREAS, in light of the Borrower's recent payment of \$833,334.00 against the current Loan Amount (as defined in the Credit Facility), the Borrower desires to reborrow \$ 833,334.00 (the "Revolving Credit Balance") and the Lender is willing to allow the Revolving Credit Balance to be reborrowed under the same terms as the non-revolving credit note (as amended herein);

WHEREAS, the parties acknowledge that as of the Amendment Date, the Borrower is in default under the terms of the Credit Facility, and by this First Amendment, the Lender has agreed to waive the default for a period of sixty (60) calendar days from the Amendment Date (the "Forbearance Period") and grants a forbearance on exercising any Event of Default remedies it has under the Credit Facility during the Forbearance Period;

WHEREAS, the Parties desire to amend the Credit Facility with this First Amendment to reflect the Revolving Credit Balance and to further amend and modify certain terms and provisions as set forth below (the Credit Facility together with this First Amendment, being the "Agreement").

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Definitions.** All capitalized or defined terms contained in this First Amendment, unless otherwise defined, shall have the meanings given to them in the Credit Facility. All capitalized terms used and defined in the First Amendment shall be incorporated by reference into the Credit Facility as new definitions.

2. **Global Intent.** The overall intent of the Parties in entering into this First Amendment is: (i) to provide mechanics to allow for part of the Maximum Credit Balance to be revolving (with the remainder amount to continue as non-revolving), (ii) to modify the interest rate on all borrowed funds to 24% so long as the Loan Amount is \$1,700,000 or more, and (iii) to make additional mechanical changes effectuate the foregoing. The Parties intend for all of the other terms and provisions of the Credit Facility to apply as equally or comparably as possible, *mutatis mutandis*, to the intent of the Parties in every respect within the original spirit and context of the Credit Facility.

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### 3. Amendments.

a. *Amendment of Section 1.11.* Section 1.11 is hereby amended and restated in its entirety to read as follows:

“1.11 “**Interest Rate**” means: (i) so long as the aggregate principal amount of Loans outstanding is *equal to or greater than* \$1,700,000, a simple interest rate of twenty-four percent (24%) per annum, and (ii) so long as the aggregate principal amount of Loans outstanding is *less than* \$1,700,000, a simple interest rate of eighteen percent (18%) per annum; with the Interest Rate to be computed on a basis of a 365 or 366-day year, as applicable, and the actual number of days elapsed.”

b. *Amendment of Section 1.18.* Section 1.18 is hereby amended and restated in its entirety to read as follows:

“1.11 “**Note Rate**” means: (i) so long as the aggregate principal amount of Loans outstanding is *equal to or greater than* \$1,700,000, a simple interest rate of twenty-four percent (24%) per annum, and (ii) so long as the aggregate principal amount of Loans outstanding is *less than* \$1,700,000, a simple interest rate of eighteen percent (18%) per annum.”

c. *Amendment of Section 2.01(a).* The fourth (4th) sentence of Section 2.01(a) is hereby amended and restated in its entirety to read as follows:

“Except for the Revolving Credit Balance, the Borrower shall not be allowed to reborrow any amount which has been repaid at any time during the Non-Revolving Credit Period; for sake of clarity, the Borrower may reborrow any amount of the Revolving Credit Balance is has repaid during the Non-Revolving Credit Period.”

d. *Amendment of Section 2.03(a).* Section 2.03(a) is hereby amended and restated in its entirety to read as follows:

“(a) The Loans shall be evidenced by (1) a non-revolving credit note of Borrower payable to the order of the Lender in a principal amount up to \$1,400,000 (the “Non-Revolving Credit Balance”) which non-revolving credit note shall be in substantially the form of Schedule II to the Credit Facility (with appropriate insertions) (as the same may from time to time be amended, modified, extended, renewed, restated or replaced, the “Non-Revolving Credit Note”), and (2) a revolving credit note of Borrower payable to the Lender in a principal amount up to the Revolving Credit Balance, which revolving credit note shall be in substantially the form as Exhibit A to this First Amendment and incorporated herein by reference (the “Revolving Credit Note”).”

e. *Amendment to Schedule II.* Schedule II to the Credit Facility (being the Non-Revolving Credit Note) shall be amended as follows: (i) all references to “\$2,317,729.20” or “two million three hundred seventeen thousand seven hundred twenty-nine and 20/100 dollars” shall be amended and restated to read “\$1,400,000” or “one million four hundred thousand dollars” as applicable.

f. *Addition of Schedule II-B.* Exhibit A to this First Amendment is hereby included in the Agreement as Schedule II-B.

4. **Forbearance.** For sake of clarity, the Parties (a) acknowledge that the Borrower is currently in default under the terms of the Credit Facility, (b) the Lender is granting the Borrower the Forbearance Period to cure the default, and (c) during the Forbearance Period, the Lender is waiving the Event of Default(s) and electing not to exercise its Event of Default remedies.

5. **No Further Amendments.** Except as expressly provided herein, the Credit Facility shall be unaffected hereby and shall remain in full force and effect.

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6. **Conflict**. This First Amendment shall constitute and shall be interpreted as a written modification to the Credit Facility. In the event of a conflict between the terms of the Credit Facility or the First Amendment, the terms of this First Amendment shall control.

7. **Incorporation by Reference**. Section 9 of the Credit Facility, titled Miscellaneous is incorporated into this First Amendment by this reference.

8. **Governing Law**. This First Amendment and the rights of the Parties hereunder shall be governed by Section 9.06 of the Credit Facility.

9. **Counterparts**. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. A signed copy of this First Amendment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this First Amendment.

10. **Satisfaction of Section 9.04**. By executing this First Amendment, each Party hereto agrees and acknowledges that this First Amendment satisfies Section 9.04 of the Credit Facility and that upon full execution of this First Amendment, it shall become binding upon all Parties.

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IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this First Amendment as of the date set forth above.

**LENDER:**

Bengal Catalyst Fund, LP

By: /s/ Joshua Rosen  
Name: Joshua Rosen  
Its: Authorized Signatory

Address:  
6608 E 2nd St.  
Scottsdale, AZ 85251  
Email: josh@bengalcap.com

**BORROWER:**

Body and Mind Inc.

By: /s/ Michael Mills  
Name: Michael Mills  
Its: CEO

Address:  
2625 N. Green Valley Parkway  
Suite 150  
Henderson, NV 89014  
Email: mmills@bodyandmind.com

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**EXHIBIT A**  
***to the First Amendment***

**SCHEDULE II-B**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

THIS NOTE IS ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE HOLDER HEREOF SHOULD CONTACT THE CHIEF FINANCIAL OFFICER OF THE ISSUER AT THE ISSUER'S PRINCIPAL OFFICE, CURRENTLY LOCATED AT 150-2625 N Green Valley Parkway, Henderson, NV 89014, TO OBTAIN THE INFORMATION RELATED TO THIS NOTE'S OID CALCULATIONS. THIS LEGEND IS INTENDED TO SATISFY THE OID REPORTING REQUIREMENTS UNDER TREASURY REGULATIONS SECTION 1.1275-3.

**REVOLVING CREDIT NOTE**

Up to \$ 833,334.00

Effective as of April 7, 2025

FOR VALUE RECEIVED, the undersigned, Body and Mind Inc., a Nevada corporation ("**Borrower**"), hereby promises to pay to the order of Bengal Catalyst Fund, LP, a Delaware limited partnership ("**Lender**"), the principal amount of eight hundred and thirty three thousand, three hundred and thirty four dollars (\$ 833,334.00 ) or, if less, the aggregate unpaid principal amount of all Loans made pursuant to the non-revolving credit facility agreement effective as of September 9, 2024, as amended by that First Amendment, dated April 7, 2025, as it may hereafter be further amended, modified, extended or restated from time to time, (the "**Agreement**"), in lawful money of the United States of America and in immediately available funds, on or before the Maturity Date (as defined in the Agreement). Borrower also promises to pay interest on the unpaid principal balance hereof, for the period such balance is outstanding, at the rates of interest as provided in the Agreement, on the dates and in the manner provided in said Agreement.

Borrower hereby authorizes Lender to endorse on Annex 1 to the Agreement, the amount and type of all Loans made to the Borrower and all payments of by Borrower in respect of such Loans, which endorsements shall constitute prima facie evidence, absent manifest error, as to the outstanding principal amount of all Loans owed to Borrower; provided, however, that the failure to make such notation with respect to any Loan or payment shall not limit or otherwise affect the obligation of the Borrower under the Agreement or this Agreement.

The Agreement provides for the acceleration of the payment of principal of and interest on such Loans upon the happening of certain Events of Default as defined in the Agreement. This Revolving Credit Note is issued under the Agreement, and incorporated herein. Borrower waives presentment, demand for payment, notice of dishonor or acceleration, protest and notice of protest, and any and all other notices or demands in connection with this Revolving Credit Note. This Revolving Credit Note shall be governed by and construed in accordance with the laws of the State of Nevada.

Body and Mind Inc.  
("**Borrower**")

By: \_\_\_\_\_  
Name: Michael Mills  
Its: CEO

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THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

THIS NOTE IS ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE HOLDER HEREOF SHOULD CONTACT THE CHIEF FINANCIAL OFFICER OF THE ISSUER AT THE ISSUER'S PRINCIPAL OFFICE, CURRENTLY LOCATED AT 150-2625 N Green Valley Parkway, Henderson, NV 89014, TO OBTAIN THE INFORMATION RELATED TO THIS NOTE'S OID CALCULATIONS. THIS LEGEND IS INTENDED TO SATISFY THE OID REPORTING REQUIREMENTS UNDER TREASURY REGULATIONS SECTION 1.1275-3.

#### REVOLVING CREDIT NOTE

Up to \$833,334.00

Effective as of April 7, 2025

FOR VALUE RECEIVED, the undersigned, Body and Mind Inc., a Nevada corporation ("**Borrower**"), hereby promises to pay to the order of Bengal Catalyst Fund, LP, a Delaware limited partnership ("**Lender**"), the principal amount of eight hundred and thirty three thousand, three hundred and thirty four dollars (\$833,334.00) or, if less, the aggregate unpaid principal amount of all Loans made pursuant to the non-revolving credit facility agreement effective as of September 9, 2024, as amended by that First Amendment, dated April 7, 2025, as it may hereafter be further amended, modified, extended or restated from time to time, (the "**Agreement**"), in lawful money of the United States of America and in immediately available funds, on or before the Maturity Date (as defined in the Agreement). Borrower also promises to pay interest on the unpaid principal balance hereof, for the period such balance is outstanding, at the rates of interest as provided in the Agreement, on the dates and in the manner provided in said Agreement.

Borrower hereby authorizes Lender to endorse on Annex 1 to the Agreement, the amount and type of all Loans made to the Borrower and all payments of by Borrower in respect of such Loans, which endorsements shall constitute prima facie evidence, absent manifest error, as to the outstanding principal amount of all Loans owed to Borrower; provided, however, that the failure to make such notation with respect to any Loan or payment shall not limit or otherwise affect the obligation of the Borrower under the Agreement or this Agreement.

The Agreement provides for the acceleration of the payment of principal of and interest on such Loans upon the happening of certain Events of Default as defined in the Agreement. This Revolving Credit Note is issued under the Agreement, and incorporated herein. Borrower waives presentment, demand for payment, notice of dishonor or acceleration, protest and notice of protest, and any and all other notices or demands in connection with this Revolving Credit Note. This Revolving Credit Note shall be governed by and construed in accordance with the laws of the State of Nevada.

Body and Mind Inc.  
 ("**Borrower**")

By: /s/ Michael Mills

Name: Michael Mills

Its: CEO



**NEWS RELEASE – For Immediate Dissemination**

**Body and Mind Inc. Lynwood IL Dispensary Grand Opening and Corporate Update**

**LAS VEGAS, NV and VANCOUVER, B.C., CANADA – April 8, 2025** – Body and Mind Inc. (CSE: BAMB, OTC Pink: BMMJ) (the “Company” or “BaM”) is pleased to announce the Grand Opening event at the newly opened Lynwood Illinois dispensary.

“We are excited to host the Grand Opening event on April 12<sup>th</sup> at 12:00 PM at our Lynwood dispensary conveniently, located at the corners of Glenwood Dyer Rd and Torrence Ave. (20513 Torrence Ave, Lynwood IL 60411)”, stated Trip Hoffman, Chief Operating Officer of Body and Mind. “I’d like to thank the Village of Lynwood, the general contractor and construction team, and our retail operations team for their patience and hard work in achieving the dispensary opening.”

The Company announced definitive agreements to sell the Lynwood dispensary (see news release January 30, 2025) and will be operated by Body and Mind pending regulatory approval of the transaction.

Additionally, the Company has entered into an amendment of the credit facility with Bengal Catalyst Fund (see press release October 10, 2025) with the amendment acknowledging a \$833,334 payment towards the credit facility, under which the Company is currently in default, and permitting the Company to reborrow \$833,334 on a revolving basis. The maximum aggregate principal amount of the non-revolving balance available under the credit facility accordingly has been reduced to \$1.4 million. The amendment includes an interest rate increase from 18% to 24% per annum so long as the aggregate principal amount of the loans outstanding under the credit facility is equal to or greater than \$1.7 million, as well as a 60-day forbearance period granted to the Company to cure its default. As of April 7, 2025, the effective date of the amendment, \$2.3 million of aggregate principal remains outstanding under all loans advanced under the credit facility. Additional details on the credit facility amendment can be found in the Company’s current report on Form 8-K, anticipated to be filed on EDGAR within the prescribed filing period of four business days.

**About Body and Mind Inc.**

BaM is an operations-focused cannabis company which operates retail cannabis dispensaries in California and Illinois with pending retail operations in New Jersey. We work daily to increase our market share through delighting customers while also continuing to hone our operational efficiencies to drive profits. We are primarily guided by the metric of return on investment. Currently, we believe the most significant return on investment projects in front of us are successful retail cannabis store launches in Illinois and New Jersey, which augment our existing retail footprint.

Please visit [www.bodyandmind.com](http://www.bodyandmind.com) for more information.

Twitter: [@bodyandmindBaM](https://twitter.com/bodyandmindBaM)

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**For further information, please contact:**

**Company Contact:**

Michael Mills  
President and CEO  
Tel: 800-361-6312  
ir@bodyandmind.com

*Neither the Canadian Securities Exchange nor its Market Regulator (as that term is defined in the policies of the Canadian Securities Exchange) accepts responsibility for the adequacy or accuracy of this release.*

**Safe Harbor Statement**

*Except for the statements of historical fact contained herein, the information presented in this news release constitutes "forward-looking statements" as such term is used in applicable United States and Canadian laws. These statements relate to analyses and other information that are based on forecasts of future results, estimates of amounts not yet determinable and assumptions of management. Any other statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases such as "expects" or "does not expect", "is expected", "anticipates" or "does not anticipate", "plans", "estimates" or "intends", or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved) are not statements of historical fact and should be viewed as "forward-looking statements". Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such risks and other factors include, among others, the actual results of activities, variations in the underlying assumptions associated with the estimation of activities, the availability of capital to fund programs and the resulting dilution caused by the raising of capital through the sale of shares, accidents, labor disputes and other risks. Although the Company has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that such statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements contained in this news release and in any document referred to in this news release.*

*Certain matters discussed in this news release and oral statements made from time to time by representatives of the Company may constitute forward-looking statements. Although the Company believes that the expectations reflected in such forward-looking statements are based upon reasonable assumptions, it can give no assurance that its expectations will be achieved. Forward-looking information is subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those projected. Many of these factors are beyond the Company's ability to control or predict. Important factors that may cause actual results to differ materially and that could impact the Company and the statements contained in this news release can be found in the Company's filings with the Securities and Exchange Commission. The Company assumes no obligation to update or supplement any forward-looking statements whether as a result of new information, future events or otherwise. This press release shall not constitute an offer to sell or the solicitation of an offer to buy our securities.*

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