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

November 28, 2018
Date of Report (Date of earliest event reported)

BODY AND MIND INC.

(Exact name of registrant as specified in its charter)

Nevada	**000-55940**	**98-1319227**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

(604) 376-3567
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:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On November 28, 2018, Body and Mind Inc. (the "**Company**") entered into a binding interim agreement (the "**Agreement**") with Green Light District Holdings Inc. ("**GLDH**"), a private company incorporated under the laws of Delaware, and David Barakett ("**Barakett**") whereby the Company agrees to acquire 100% of the issued and outstanding common shares of GLDH in connection with the issuance of convertible notes (the "**Transaction**"). GLDH holds a number of assets relating to the production and sale of cannabis as set out in Schedule A to the Agreement.

Pursuant to the Agreement, the Company has 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 which the principal amount and all other monies which may from time to time be owing under the Note shall be repaid to the Company on November 28, 2020 unless converted by the Company in accordance with the Agreement. The Note is secured by a general security agreement (the "**Security Agreement**") and a UCC-1 financing statement in all U.S. states where GLDH has assets.

Pursuant to a certain mediation term sheet dated November 15, 2018 (the "**Settlement Agreement**") between Barakett and other shareholders of GLDH, Barakett will own at least 89.75% of the issued and outstanding GLDH common shares (the "**Barakett Shares**"). Barakett intends to acquire the remaining 10.25% of the issued and outstanding GLDH common shares prior to the closing of the Transaction, and in such event, such GLDH common shares shall be included within the Barakett Shares.

The principal amount of the Note and accrued interest shall at the sole discretion of the Company be convertible into the Barakett Shares, resulting in the Company acquiring 100% of the Barakett Shares, and any additional GLDH common shares acquired by Barakett.

Pursuant to the Agreement, Barakett has provided a personal guarantee to the Company for the Note.

Upon execution of the Agreement, the Company advanced funds to GLDH (the "**AP Advance**") pursuant to an additional loan to cover GLDH's payables, which is estimated at US$300,000 which shall be repaid to the Company from the dividend that GLDH believes it is entitled to receive and the loan repayment that Barakett is entitled to receive from ShowGrow Las Vegas in an aggregate amount of not less than US$1,300,000 (collectively, the "**Dividend**"). Barakett will be limited to receiving US$150,000 upon receipt of the Dividend and will be entitled to the remaining balance of the Dividend after:

1. applicable taxes pertaining to the Dividend have been withheld by GLDH;
2. the AP Advance is repaid in full;
3. the audit of GLDH is complete;
4. half of the professional fees and audit costs of the GLDH restructuring is deducted; and
5. any costs beyond the AP Advance, not disclosed at closing, are paid in full.

In accordance with the Agreement, Trip Hoffman, the Chief Operating Officer of the Company, will be appointed to an executive position at GLDH and will be signatory on all payments made from GLDH.
The proceeds of the Note will only be used by GLDH as follows, unless otherwise agreed to by the Company:

1. US$3,400,000 will be used to satisfy the "Note Payoff Amount" as referenced in the Settlement Agreement;
2. US$450,000 will be used to terminate the "ongoing Warrant rights in GLDH", as defined in the Settlement Agreement, currently held by Guapo Capital Group LLC;
3. US$1,300,000 will be used to purchase all the rights and interests in the "Pollo location" as defined in the Settlement Agreement from SJK Services LLC; and
4. US$50,000 will be applied to working capital of GLDH.

As further consideration for the Transaction, the Company shall issue to Barakett, common shares of the Company (the "**Earn Out Shares**") based on the Canadian Securities Exchange listed 5 day VWAP of the common shares of the Company and at the USD/CAD exchange rate at the close of market on November 27, 2018. Barakett will be eligible to receive Earn Out Shares for a period of 12 months, or 365 days from the opening of the San Diego dispensary. The common shares of the Company had a 5 day VWAP of CAD$0.7439 at a USD/CAD exchange rate of 1.3296. The Company agrees to issue up to a maximum consideration of US$6,297,580 or CAD$8,373,263, payable in common shares, to a maximum of 11,255,899 common shares. The Earn Out Shares will be issued 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 totalling 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 totalling 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 totalling 1,125,589 shares (10% of the total Earn Out Shares).

At the closing of the Transaction, the Company agrees to enter into an employment agreement with Barakett, with the terms of such employment agreement to be negotiated by the parties acting reasonably.

In connection with the Transaction, and after receiving satisfactory audit results, but in no event later than twelve (12) weeks following the closing of the Transaction, Barakett will be entitled to nominate one person to occupy a seat on the Company's board of directors.

The obligations of the parties to complete the transactions contemplated by the Agreement are subject to the fulfillment, on or before closing of each of the following conditions precedent, each of which may only be waived with the mutual consent of the parties:

1. no applicable law shall be in effect that makes the consummation of the transactions contemplated by the Agreement illegal or otherwise prohibited or enjoins the parties thereto from consummating the Agreement, and the transactions contemplated therein;
2. the Settlement Agreement being in good standing, in full force and effect and enforceable by Barakett in accordance with its terms in all material respects;
3. all required third party consents and regulatory approvals shall have been obtained and remain in force at the time of closing; and
4. Barakett agrees to act in good faith and provide reasonable efforts to remedy events that arise through his own fault.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by the form of Agreement which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

The foregoing description of the Security Agreement does not purport to be complete and is qualified in its entirety by the form of Security Agreement which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

Australis Loan

In order for the Company to fund the Transaction with GLDH, on November 28, 2018, the Company entered into a loan agreement (the "**Loan Agreement**") with Australis Capital Inc. ("**Australis**"), whereby Australis provided the Company a two-year US$4,000,000 loan (the "**Australis Loan**") by way of a senior secured note bearing interest at a rate of 15% per annum, calculated and payable on a semi-annual basis in arrears unless the Company elects to accrue the interest by adding it to the principal amount of the Australis Loan. The Company will have the right to prepay the Australis Loan at any time, in any amount, unless it is within the first year in which case the Company will be required to pay a 5% prepayment penalty on the amount repaid. Pursuant to the Loan Agreement, the Company issued a promissory note (the "**Promissory Note**") to Australis in the form attached to the Loan Agreement as Schedule A. The Australis Loan is secured by a general security agreement (the "**General Security Agreement**") in favor of Australis. In connection with the Australis Loan, the Company paid a finance fee to Australis in the amount of 1,105,083 common shares of the Company (the "**Finance Fee Shares**") at a deemed price of CAD$0.72 per common share.

In addition, Australis has agreed to exercise US$1.2 million in common share purchase warrants (the "**Warrants**") of the Company out of the 16,000,000 Warrants Australis already holds at and exercise price of CAD$0.50 per common share (each, a "**Warrant Share**"), which will equate to approximately 3.2 million Warrant Shares depending on the USD/CAD exchange rate when exercised. Australis exercised such Warrants on November 30, 2018.

As a result of the Transaction with GLDH, and the potential dilution associated with the Earn Out Shares to be issued to Barakett, who is entitled to receive common shares of the Company subject to meeting certain performance milestones, the Company will as additional consideration for the Australis Loan issue to Australis 0.4337 common share purchase warrants (the "**Loan Warrants**") for each Earn Out Share issued by the Company having an exercise price equal to the Earn Out Shares, or otherwise at the lowest price permitted under the policies of the Canadian Securities Exchange and having an expiry date of two years from the date of issuance. The Loan Warrants will be in the form of the warrant certificate attached as Schedule "B" to the Loan Agreement.

Pursuant to the Loan Agreement, the Company also agreed to increase the monthly services fee under the Commercial Advisory Agreement between the Company and Australis Capital (Nevada) Inc., as disclosed in the Company's Current Report on Form 8-K filed with the SEC on November 5, 2018 from US$10,000 per month to US$16,500 per month for 5 years unless Australis no longer holds 10% or more of the outstanding common shares of the Company, in which case the Commercial Advisory Agreement terminates.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by the form of Loan Agreement which is filed as Exhibit 10.3 hereto and is incorporated by reference herein.

The foregoing description of the General Security Agreement does not purport to be complete and is qualified in its entirety by the form of General Security Agreement which is filed as Exhibit 10.4 hereto and is incorporated by reference herein.

In connection with the Agreement with GLDH and the Loan Agreement with Australis, Canaccord Genuity Corp. acted as financial advisor to the Company in connection with the Transaction.

SECTION 2 – FINANCIAL INFORAMTION

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 Loan Agreement in relation to the Promissory Note is incorporated by reference into this Item 2.03.

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

In connection with the obligation of the Company to issue the Earn Out Shares in the future to Barakett upon certain milestones being reached as described in Item 1.01 of this Current Report on Form 8-K at a price of CAD$0.7439 per Earn Out Share, the Company intends to rely upon 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 and/or Section 4(a)(2) of the U.S. Securities Act with respect to such issuances.

In connection with the issuance of the Finance Fee Shares and the future issuance of the Loan Warrants to Australis pursuant to the Loan Agreement as described in Item 1.01 of this Current Report on Form 8-K, the Company relied on the exemption from registration under the U.S. Securities Act provided by Rule 903 of Regulation S with respect to such issuances.

The information set forth under Item 1.01 of this Current Report on Form 8-K with respect to the Agreement with GLDH and Barakett as well as the Loan Agreement with Australis is incorporated by reference into this Item 3.02.

SECTION 7 – REGULATION FD

Item 7.01 Regulation FD Disclosure

On December 4, 2018, the Company issued a news release announcing today that is has renewed the successful license agreement with G Pen, a company that is at the forefront of engineering the most advanced, user-friendly portable vaporizers in the world. A report by Arcview Market Research and BDS Analytics detailed by Forbes outlined that consumer spending on cannabis concentrates in the United States has increased 49 % in the last year and is projected to reach almost $ 3 Billion USD in the United States in 2018.

The Company will be one of only two companies supplying the G Pen Gio cartridges in the state of Nevada and the term of the license agreement is one year. The Company intends to capitalize on the market by incorporating Body and Mind's recognized flavours into the cartridges.

A copy of the December 4, 2018 news release is attached as Exhibit 99.2 hereto.

SECTION 8 – OTHER EVENTS

Item 8.01 Other Events

On November 29, 2018, the Company issued a news release announcing an investment by the Company into GLDH pursuant to the Agreement between the Company, GLDH and Barakett as well as the Loan Agreement between the Company and Australis all as disclosed above in Section 1.01.

A copy of the November 29, 2018 news release is attached as Exhibit 99.1 hereto.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

Not applicable.

(b) Pro forma Financial Information

Not applicable.

(c) Shell Company Transaction

Not applicable.

(d) Exhibits

Exhibit	Description
10.1	Letter Agreement between Body and Mind Inc., Green Light District Holdings Inc. and David Barakett, dated November 28, 2018
10.2	Security Agreement between Green Light District Holdings Inc. and Body and Mind Inc., dated November 28, 2018
10.3	Loan Agreement between Body and Mind Inc. and Australis Capital Inc., dated November 28, 2018
10.4	General Security Agreement between Body and Mind Inc. and Australis Capital Inc., dated November 28, 2018
99.1	News Release dated November 29, 2018.
99.2	News Release dated December 4, 2018

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: December 4, 2018

By: */s/ Darren Tindale*
Darren Tindale
Chief Financial Officer

EXHIBIT 10.1

BODY AND MIND INC.
750 – 1095 West Pender Street
Vancouver, BC
V6E 2M6

November 28, 2018

Attention: David Barakett

Dear Mr. Barakett:

Re: Acquisition of Green Light District Holdings, Inc.

The purpose of this binding interim agreement (the "**Agreement**") between Body and Mind Inc. ("**BAM**"), Green Light District Holdings Inc. ("**GLDH**") and David Barakett ("**Barakett**") (collectively, the "**Parties**") is to outline the terms of a transaction whereby BAM would acquire 100% of the issued and outstanding common shares of GLDH in connection with the issuance of convertible notes (the "**Transaction**").

The matters described in this Agreement are intended to be binding on each of the Parties, and this Agreement constitutes a complete statement of the matters described herein. Upon the execution of this Agreement by the Parties, the matters described herein will constitute legally binding and enforceable covenants and agreements of the Parties, which are given in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges. All figures are in United States Dollars unless otherwise stated.

1. Definitive Agreement

1.1 The Parties agree to negotiate in good faith toward the execution and delivery of a definitive agreement or such similar form of transaction agreement, as applicable (the "**Definitive Agreement**"), within fourteen (14) days of the execution and delivery of this Agreement by the Parties (the "**Outside Date**") and to apply for and obtain all necessary acceptances, consents, approvals and orders, including without limitation, shareholder approvals, consents and approvals of securities regulatory authorities and any other relevant governmental agency or similar regulatory authority or other entity, as legal counsel for the Parties may advise are necessary or desirable for the closing of the Transaction (the "**Closing**") on or before the date of Closing (the "**Closing Date**"). The Definitive Agreement will incorporate the terms and conditions of this Agreement and such other terms and conditions as may be agreed to by the Parties, and will contain representations, warranties and covenants customary for a transaction of the nature and type contemplated herein; provided that, until the Definitive Agreement is executed and delivered, this Agreement will exist and continue in full force and effect, unless terminated in accordance with the terms set out herein.

2. The Parties

2.1 BAM is a public company incorporated under the laws of Nevada. The common shares of BAM (the "**BAM Common Shares**") are currently listed on the Canadian Securities Exchange ("**CSE**").

2.2 GLDH is a private company incorporated under the laws of Delaware and holds a number of subsidiaries and assets relating to the production and sale of cannabis listed in Schedule A attached hereto (the "**GLDH Assets**"). The common shares of GLDH (the "**GLDH Common Shares**") are not currently listed on any stock exchange.

2.3 Upon signing definitive agreements as set forth in that certain mediation term sheet dated November 15, 2018 (the "**Settlement Agreement**") attached hereto as Schedule "B", Barakett will own at least 89.75% of the issued and outstanding GLDH Common Shares (the "**Barakett Shares**"). Barakett intends to acquire the remaining 10.25% of the issued and outstanding GLDH Common Shares prior to the Closing, and in such event, such shares shall be included within the Barakett Shares.

3. The Transaction

3.1 Subject to the terms and conditions herein, GLDH shall issue senior secured convertible notes (the "**Notes**") to BAM in the aggregate amount of $5,200,000 (the "**Principal Amount**") for an aggregate purchase price of $5,200,000 (the "**Purchase Price**"). The Notes shall be secured with a General Security Agreement and UCC-1 Financing Statement in all U.S. states where GLDH has assets.

3.2 The Principal Amount outstanding shall bear interest from the date of issuance of the Notes (the "**Issue Date**") on the unpaid Principal Amount at a rate equal to 20% per annum (the "**Interest**"). The entire Principal Amount and all other monies which may from time to time be owing hereunder or pursuant to the Notes shall be repayable to BAM two (2) years from the Issue Date unless converted by BAM in accordance with Section 3.3.

3.3 The Principal Amount and accrued Interest shall, at the sole discretion of BAM be convertible ("**Conversion**") into the Barakett Shares, resulting in BAM acquiring 100% of the Barakett Shares (the "**Acquired Shares**"), and any additional shares acquired by Barakett.

3.4 Barakett shall provide a personal guarantee to BAM for the Notes.

3.5 Upon execution of this Agreement, BAM shall advance funds to GLDH ("**Bam AP Advance**") via additional loan to cover the payables which is estimated at $300,000 which shall be repaid to BAM from the Dividend Purchase Price set forth in Section 6.

3.6 Trip Hoffman, from BAM, will be appointed to an executive role at GLDH and will be a signatory on all payments made from GLDH.

4. Use of Proceeds

4.1 The Purchase Price will only be used by GLDH as follows, unless otherwise agreed to in writing by BAM:

(a) $3,400,000 will be used to satisfy the "Note Payoff Amount" as referenced in that certain mediation term sheet dated November 15, 2018 (the "**Settlement Agreement**") attached hereto as Schedule B;

(b) $450,000 will be used to terminate the "ongoing Warrant rights in GLDH", as defined in the Settlement Agreement, currently held by Guapo Capital Group LLC;

(c) $1,300,000 will be used to purchase all the rights and interests in the "Pollo location" as defined in the Settlement Agreement from SJK Services LLC; and

(d) $50,000 will be applied to working capital of GLDH.

5. Earn-Out Shares

5.1 As further consideration for the Note, BAM shall issue to Barakett, BAM Common Shares (the "**Earn Out Shares**") based on the CSE listed 5 day VWAP of BAM's shares and at the USD / CAD exchange rate at closing on November 27, 2018. Barakett will be eligible to receive Earn Out Shares for a period of 12 months, or 365 days from the opening of the San Diego dispensary. BAM Common Shares had a 5 day VWAP of CAD $0.7439 and USD / CAD exchange rate of 1.3296. BAM agrees to issue up to a maximum consideration of $6,297,580 or CAD $8,373,263, payable in shares, to a maximum of 11,255,899 shares. The Earn Out Shares will be issued on the following basis:

(a) 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 totalling 5,627,950 shares (or 50% of the total Earn Out Shares);

(b) upon GLDH achieving total attributable revenues of at least $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 totalling 4,502,360 (40%); and

(c) prior to the completion of Milestone I and Milestone II, and upon completion of a certain audit (the "**Audit**") showing no taxes outstanding or any unknown material liabilities for GLDH, the issuance of Earn Out Shares to Barakett totalling 1,125,589 shares (10%).

6. Dividend

6.1 GLDH believes it is entitled to receive a dividend and Barakett is entitled to receive loan repayment from Showgrow Nevada in an amount not less than $1,300,000 (collectively the "**Dividend Purchase Price**"). The Dividend Purchase Price will be treated in the following manner:

(a) Barakett will be limited to receiving $150,000 upon receipt of the Dividend Purchase Price and will entitled the remaining balance of the Dividend Purchase Price after:

  (i) Applicable taxes pertaining to the Dividend Purchase Price have been withheld by GLDH; and

  (ii) The BAM AP Advance is repaid in full; and

  (iii) Audit is complete; and

  (iv) Half of the professional fees and audit costs of the restructuring is deducted; and

  (v) Any costs beyond the BAM AP Advance, not disclosed at closing, are paid in full.

7. Employment Agreement

7.1 BAM agrees to enter into an employment agreement at the Closing with Barakett, with the terms of such employment agreement to be negotiated by the Parties acting reasonably.

8. Board of Directors

8.1 In connection with the Transaction, and after receiving satisfactory audit results, but in no event later than twelve (12) weeks following the Closing, Barakett will be entitled to nominate one person to occupy a seat on the board of directors of BAM.

9. Advisory Fee

9.1 Pursuant to the Transaction the Parties acknowledge that BAM shall pay an advisory fee to Canaccord Genuity Corp. in the form of cash or equity or a combination of both in accordance with CSE policies.

10. Representations and Warranties

10.1 Mutual Representations and Warranties. Each Party represents and warrants to the other party, that:

(a) such Party is duly organized, validly existing, and in good standing under the laws of the place of its establishment or incorporation;

(b) such Party has taken all action necessary to authorize it to enter into this Agreement and perform its obligations under this Agreement;

(c) this Agreement will constitute the legal, valid and binding obligations of such party; and

(d) neither the execution of this Agreement nor the performance of such Party's obligations hereunder will conflict with, result in a breach of, or constitute a default under any provision of the organizational documents of such Party, or of any law, rule, regulation, authorization or approval of any government entity, or of any agreement to which it is a party or by which it is bound.

10.2 Representations and Warranties of Barakett. Barakett represents and warrants to BAM that, to the best of his knowledge after reasonable inquiry:

(a) he is the registered and beneficial owner of the Barakett Shares, has good and marketable title to the Barakett Shares, and holds the Barakett Shares free of all encumbrances and upon completion of the transactions contemplated by this Agreement, BAM will have good and valid title to the Barakett Shares, free and clear of all encumbrances;

(b) the Settlement Agreement is in good standing, is in full force and effect and is enforceable by Barakett in accordance with its terms in all material respects;

(c) except as disclosed to BAM, GLDH owns and possess and has good and marketable title to the GLDH Assets, and on Closing the GLDH Assets will be free and clear of all liens, charges, mortgages, pledges, security interests, encumbrances, or other claims whatsoever;

(d) except for BAM's right under this Agreement, no person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for the purchase of any of the Barakett Shares;

(e) GLDH is in good standing with respect to the filing of all tax returns required under applicable law;

(f) GLDH has legal title to the ShowGrow brand and is in possession of federal trademarks;

(g) GLDH has obtained the additional 17% voting interest in the San Diego dispensary, totalling 60% total voting control; and

(h) Barakett has disclosed all material agreements in GLDH.

(i) GLDH has obtained ROFR waivers from the owners of San Diego dispensary.

11. Conditions Precedents

11.1 Mutual Conditions Precedents. The obligations of the Parties hereto to complete the transactions contemplated by this Agreement are subject to the fulfillment, on or before Closing of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties hereto:

(a) no applicable law shall be in effect that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or enjoins the Parties hereto from consummating this Agreement, and the transactions contemplated herein;

(b) the Settlement Agreement being in good standing, in full force and effect and enforceable by Barakett in accordance with its terms in all material respects; and

(c) all required third party consents and regulatory approvals shall have been obtained and remain in force at the time of Closing.

(d) Barakett agrees to act in good faith and provide reasonable efforts to remedy events that arise through his own fault.

12. Covenants and Agreements

12.1 Confidentiality. All of the information, records, books and data to which each Party and/or their respective representatives are given access as set forth above including, but not limited to, that which relates to the terms of any draft of the Definitive Agreement and the terms, conditions and existence of this Agreement and all discussions between the Parties (the "**Confidential Information**"), will be used by such Party solely for the purpose of analyzing the Transaction and the Parties hereto and will be treated on a confidential basis. Each of the Parties covenants to each other that they will not at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information of the other to any person or entity without the prior written approval of the disclosing Party, or use any such Confidential Information for any purpose, other than for the specific purpose of evaluating and negotiating the terms of the Transaction, unless specifically pre-approved in writing by the disclosing Party, subject to required disclosure to regulatory authorities and as otherwise required by the rules of any stock exchange which may be applicable. None of the Parties will make any public announcement concerning the Transaction or related negotiations without the other Parties' prior written approval (such approval not to be unreasonably withheld), except as may be required by law or the policies of any stock exchange in circumstances where prior consultation with the other Party is not practicable and a copy of such announcement is provided to the other Party.

12.2 Transaction Fees and Expenses. Each of the Parties hereto agree that, whether or not the Transaction outlined herein are consummated, it will pay its own and its representatives fees and expenses, including any fee for advice or opinions incurred in connection with the negotiation, preparation, execution and delivery of this Agreement, and the Definitive Agreement and any other agreements, documents, opinions or valuations contemplated thereby

12.3 Publicity. BAM, GLDH and Barakett shall not, without the prior written consent of the other Party, make any public announcement concerning the nature, existence or content of this Agreement, the content and status of any discussion between BAM, GLDH and Barakett, or any other documents or communications concerning the Transaction unless such disclosure is required by applicable law or stock exchange rules or policies (in which case the Party so advised will promptly notify the other Parties.

12.4 Good Faith. From and after the date of this Agreement, the Parties will negotiate in a timely manner and in good faith to settle terms of the Definitive Agreement. Such agreement will contain normal and usual representations, warranties, covenants and conditions as applicable to similar commercial transactions in Canada. BAM will not instigate negotiations for a similar transaction with a third party. The Parties will work in good faith to assure timely receipt of all approvals referred to in the Conditions Precedent and will provide access to all documents, records and individuals reasonably necessary for each Party to complete its due diligence investigations.

12.5 Normal Course. Except as contemplated herein, GLDH and Barakett shall continue to conduct their businesses and affairs in the ordinary and normal course and agree not to enter into or terminate any material contracts or transactions or to incur any liabilities, other than in the ordinary course, with respect to their respective business, without first obtaining the prior written consent of BAM.

13. Further Assurances

13.1 Each Party shall from time to time promptly execute and deliver and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated by this Agreement.

14. Termination

14.1 Except as otherwise provided, this Agreement shall terminate upon the written agreement of the Parties.

14.2 All obligations of the Parties which expressly or by their nature survive termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination of this Agreement until they are fully satisfied or by their nature expire. No Party shall by reason of termination of this Agreement be relieved of any obligation or liability towards any other party accrued under this Agreement before termination, and all those obligations and liabilities shall remain enforceable until they are fully satisfied by their nature expire.

15. Time is of the Essence

15.1 Time is of the essence of this Agreement.

16. Assignment

16.1 Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other Party acting reasonably.

17. Counterparts

17.1 This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

18. Governing Law

18.1 This Agreement will be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date set out above

BODY AND MIND INC.

Per: */s/ Leonard Clough*
Authorized Signatory

GREEN LIGHT HOLDINGS INC.

Per: */s/ David Barakett*
Authorized Signatory

DAVID BARAKETT

Per: */s/ David Barakett*
Authorized Signatory

SCHEDULE "A"

GLDH ASSETS

Location	License Status
3411 E. Anaheim, Long Beach "ShowGrow Long Beach"	*Local* License #MJ21704932 issued for medicinal sales. Adult-use sales application awaiting approval. *State* Medicinal Temp License M10-18-0000275-TEMP Adult-use application submittal pending local application submission and approval.
4850 S. Fort Apache, Las Vegas "ShowGrow Las Vegas"	State of Nevada Medical Marijuana Dispensary Registration Certificate #30914996098749071147 Expires 6/30/2019 State of Nevada Retail Marijuana Store License #21647298952036123142 Expires 6/30/2019
7625 Carroll Rd., San Diego	Conditional Use Permit – approved through planning staff; awaiting approval from planning commission

Trademark ShowGrow, Serial No. 87975172 and Serial No. 87058685

AFFILIATED MANAGEMENT ENTITIES – 100% owned by Green Light
(to be restructured)

SG Logistics, LLC
Green Light District Management, LLC
Green Light Security, LLC
Green Light Staffing, LLC
Green Light District Leasing, LLC

SCHEDULE "B"

SETTLEMENT AGREEMENT

[*see attached*]

EXHIBIT10.2

SECURITY AGREEMENT

By this Security Agreement (this "Agreement"), dated as of November 28, 2018 (the "Effective Date"), Body and Mind Inc. (the "Secured Party") and Green Light District Holdings, Inc. (the "Debtor") in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, represent, warrant, covenant and agree as follows.

ARTICLE I

RECITALS AND DEFINITIONS

1.01 Note. Debtor and Secured Party are parties to that certain Note dated of November 28, 2018 (as amended, modified, supplemented, restated, replaced or extended, the "Note"). It was a condition to Secured Party lending the funds referenced in the Note that the Debtor execute and deliver this Security Agreement to the Secured Party.

1.02 Definitions. Certain terms used herein shall have the meaning ascribed to such terms as set forth in Schedule 1 attached hereto.

1.03 Rules of Construction. Section headings are used for convenience only and shall have no interpretative effect or impact. All the defined terms, if defined in the singular or present tense, shall retain such specified meaning if used in the plural or past tense, and if defined in the plural or past tense, shall retain the specified meaning if used in the singular or present tense. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified.

1.04 Uniform Commercial Code. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them by the Uniform Commercial Code in the State of Nevada (the "UCC"). All accounting terms used herein without definition shall have the meanings assigned to them as determined by generally accepted accounting principles.

ARTICLE II

AGREEMENT

2.01 Security Interest**.** As security for the prompt and complete payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, Debtor hereby assigns, pledges and grants to Secured Party a lien on and continuing security interest in, assignment and pledge of and charge over, the Collateral.

2.02 Care of Collateral. Secured Party shall have no liability or duty on account of loss of or damage to the Collateral, to collect any income accruing on the Collateral, or to preserve rights against parties with prior interests in the Collateral. Debtor is responsible for responding to notices concerning the Collateral. While Secured Party is not required to take any actions with respect to the Collateral, if action is needed, in Secured Party's sole discretion, to preserve and maintain the Collateral, Debtor authorizes Secured Party to take such actions.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

To induce Secured Party to enter into this Agreement, Debtor hereby represents and warrants to Secured Party that:

3.01 State of Incorporation, Legal Name and Identification Number. Debtor's name as it appears in official filings in the state of organization, the type of entity of Debtor, organizational identification number issued by Debtor's state of organization or a statement that no such number has been issued, Debtor's state of organization, the location of Debtor's chief executive office, principal place of business, and the locations of its books and records concerning the Collateral are set forth on Schedule 1 hereto.

3.02 Good Standing. Debtor is a corporation duly incorporated, legally existing and in good standing under the laws of its jurisdiction, has the power to own its property and to carry on its business and is duly qualified to do business and is in good standing in each jurisdiction in which it does business.

3.03 Authority. Debtor has full power and authority to enter into this Agreement, to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, all of which have been duly authorized by all necessary and proper corporate action, and no consent or approval of any Person which has not been obtained is required as a condition to the validity or enforceability hereof or thereof. All books and records pertaining to the Collateral are located at the Business Premises and Debtor will not change the location of such books and records without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

3.04 Binding Agreements. This Agreement has been duly and properly executed by Debtor, constitutes the valid and legally binding obligation of Debtor and is fully enforceable against Debtor in accordance with its terms, subject only to laws affecting the rights of creditors generally and application of general principles of equity.

3.05 No Conflicting Agreements. The execution, delivery and performance by Debtor of this Agreement will not violate (i) any provision of applicable Governmental Requirements or any order, rule or regulation of any Governmental Authority; (ii) any award of any arbitrator; (iii) the articles of incorporation or bylaws of Debtor, or similar documents; or (iv) any indenture, contract, agreement, mortgage, deed of trust or other document or instrument by which Debtor is bound.

3.06 Litigation. There are no judgments, injunctions or similar orders or decrees, claims, actions, suits or proceedings pending or, to the knowledge of Debtor, threatened against or affecting Debtor or any property of Debtor, which could reasonably be expected to have a Material Adverse Effect, and Debtor is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or any Governmental Authority, which could reasonably be expected to have a Material Adverse Effect.

3.07 Title to Properties. Debtor is the legal and beneficial owner of all of the Collateral, free and clear of all Liens other than Permitted Liens. No financing statement or similar document or instrument covering any of the Collateral is on file in any public office or land or financing records except for financing statements in favor of Secured Party and financing statements relating to Permitted Liens.

3.08 Valid Security Interest. This Agreement creates, in favor of Secured Party, a valid security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of the Obligations. Upon the making of the filings described in Section 8.01 and the filing of any continuation statements required by the UCC, Secured Party will have as security for the Obligations a valid and perfected first priority Lien on all the Collateral which may be perfected by filing UCC financing statements, free of all other Liens, claims and rights of third parties, except for Permitted Liens. Except for the filing of the UCC financing statements referred to above, no action is necessary, and no additional approval of any third party is required, to create, perfect or protect the security interests created in the Collateral.

3.09 Licenses and Permits. Debtor has duly obtained and now holds all material licenses, permits, certifications, approvals and the like required by Governmental Requirements or necessary to conduct its business, and each remains valid and in full force and effect.

3.10 Commercial Purpose**.** This Agreement and the transactions contemplated by the Loan Documents do not constitute a "consumer transaction" as defined in the Uniform Commercial Code. None of the Collateral was or will be purchased or held primarily for personal, family or household purposes.

3.11 Patents, Trademarks, etc**.** Debtor owns, possesses or has the right to use all patents, patent rights, licenses, trademarks, trade names, trade name rights, copyrights and franchises related to the Collateral and necessary to conduct its business, without any known conflict with the right of any other person.

3.12 Survival**.** All representations and warranties contained in or made in connection with this Agreement and the other Loan Documents shall survive the execution and delivery of this Agreement.

ARTICLE IV

AFFIRMATIVE COVENANTS

Debtor covenants and agrees with Secured Party that, until the security interest created herein is discharged pursuant to Section 7.14, Debtor will perform and fulfill each of the following:

3.01 Existence, Continuation of Business and Compliance with Laws. Maintain its existence as a corporation in good standing; continue its business operations as now being conducted; and comply with all Governmental Requirements applicable to it, its business and its operations.

4.02 Extraordinary Loss**.** Promptly notify Secured Party in writing of any event causing extraordinary loss or depreciation of the value of Debtor's assets.

4.03 Conferences with Officers and Others. At all times, permit Secured Party, its agents, advisors and representatives to (a) access all of Debtor's properties, (b) discuss Debtor's business with any officers and employees of Debtor, and (c) review and inspect the Collateral.

4.04 Maintenance**.** Use, operate and maintain the Collateral in accordance with good industry practice and in compliance with all Governmental Requirements.

4.05 Defend Collateral. Except for Permitted Liens, maintain the Liens and security interests provided for hereunder as valid and perfected first priority Liens and security interests in the Collateral in favor of Secured Party until this Agreement and the security interests hereunder shall be terminated pursuant to Section 7.14 hereof. Debtor hereby agrees to: (a) use commercially reasonable efforts to defend the Collateral against the claims of all Persons and entities; and (b) safeguard and protect all Collateral for the account of Secured Party.

4.06 Further Assurances and Corrective Instruments. Promptly make, execute, acknowledge and deliver, all such additional instruments and to take such further acts as Secured Party may reasonably request to: (a) protect, maintain and preserve the Collateral and Secured Party's security interest in the Collateral; and (b) protect, vest in and assure to Secured Party its rights or remedies hereunder and the perfection and priority of its rights herein, including in necessary, without limitation, placing legends on Collateral or on books and records pertaining to Collateral stating that Secured Party has a security interest therein.

4.07 Loan Documents. Debtor will perform and fulfill each of the covenants in the Loan Documents that is applicable to Debtor.

ARTICLE V

NEGATIVE COVENANTS

Debtor covenants and agrees with Secured Party that, until the security interest created herein is discharged pursuant to Section 7.14, Debtor will not, without Secured Party's prior written consent, or except as otherwise permitted by the Loan Documents:

5.01 Liens. Create, incur, assume or permit to exist, directly or indirectly, any Lien upon any of Debtor's properties or assets, now or hereafter owned by Debtor, other than Permitted Liens;

5.02 Sale of Assets; Acquisitions**.** Sell, assign, transfer, convey or lease any interest in the Collateral outside of the ordinary course of business, or purchase or otherwise acquire all or substantially all of the assets of any other Person, or any shares of stock of or similar interest in, any other Person or Persons, or purchase or otherwise acquire any other assets outside the ordinary course of business or as otherwise permitted under the Loan Documents;

5.03 Change of Name or Structure**.** Change the name, organizational structure, jurisdiction of organization, chief executive office or address of Debtor; or

5.04 Financing Statements**.** File, or allow to be filed, any financing statement or amendment or termination statement with respect to any financing statement filed in favor of Secured Party without the prior written consent of Secured Party, subject to such Debtor's rights under Section 9-509(d)(2) of the UCC.

ARTICLE VI

EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an "Event of Default":

6.01 Occurrence of an Event of Default. An "Event of Default" under any other Loan Document.

6.02 Security Interest. This Agreement or any other security agreement, pledge, or other similar document, agreement or instrument granting a security interest in, pledge of or charge over the assets of Debtor in favor of Secured Party, after delivery thereof shall, for any reason except to the extent permitted by the terms thereof, cease to create a valid and perfected Lien on any of the assets and collateral purported to be covered thereby, or Debtor shall so state in writing or Debtor or any other Person shall take or agree to take any action threatening the validity, perfection or priority of any such security interest.

6.03 Attachment by Creditors**.** Any assets of Debtor shall be attached, levied upon, seized or repossessed, or come into the possession of a trustee, receiver or other custodian and a determination by Secured Party, in good faith but in its sole discretion, that the same could reasonably be expected to have a Material Adverse Effect.

6.04 Other Default**.** Debtor fails to comply with or to perform any other term, obligation, covenant, or condition contained in any other agreement between Debtor and Secured Party.

ARTICLE VII

RIGHTS AND REMEDIES

7.01 Rights and Remedies of Secured Party. Upon and after the occurrence and during the continuance of an Event of Default, Secured Party may, without notice or demand, exercise in any jurisdiction the following rights and remedies, in addition to the rights and remedies available under the other Loan Documents or at law or in equity, all such rights and remedies being available to Secured Party and being cumulative:

(a) Declare all Obligations to be immediately due and payable without presentment, demand for payment, protest or notice of any kind, all of which are hereby expressly waived.

(b) Institute any proceeding or proceedings to enforce the Obligations and any Liens of Secured Party.

(c) Take possession of the Collateral, and enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom without any liability for suit, action or other proceeding, Debtor HEREBY WAIVING ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF COLLATERAL, and require Debtor, at Debtor's expense, to assemble and deliver the Collateral to such place or places as Secured Party may designate.

(d) Operate, manage and control the Collateral, or permit the Collateral or any portion thereof to remain idle or store the same, and collect all revenues therefrom and sell or otherwise dispose of any or all of the Collateral upon such terms and under such conditions as Secured Party, in its sole discretion, may determine, and purchase or acquire any of the Collateral at any such sale or other disposition, all to the extent permitted by applicable Governmental Requirements.

(e) Enforce Debtor's rights against account debtors and other Obligors.

(f) Without notice to Debtor, any such notice being expressly waived by Debtor, to set-off and appropriate and apply any and all deposits, and any other indebtedness or claims at any time held or owing by Secured Party on account of Debtor, against the Obligations, as Secured Party may elect in its sole discretion, although such obligations, liabilities and claims may be contingent or unmatured. Secured Party shall notify Debtor of any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Secured Party to set-off and appropriate are in addition to the other rights and remedies which Secured Party may have hereunder, under any other Loan Document, or at law or in equity.

(g) To enforce Debtor's rights against account debtors and other parties obligated on Collateral, including, but not limited to, the right to: (i) notify any or all account debtors and other parties obligated on Collateral to make payments directly to Secured Party, and to take any or all action with respect to Collateral as Secured Party shall determine in its sole discretion, including, without limitation, the right to demand, sue for and receive any money or property at any time due, on account thereof, compromise and settle with any Person liable thereon, and extend the time of payment or otherwise change the terms thereof; and (ii) require Debtor hold in trust for Secured Party and transmit to Secured Party, all items of payment constituting Collateral or proceeds of Collateral.

7.02 Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party, with full power of substitution, as its true and lawful attorney in fact with full irrevocable power and authority in the place, stead, and name of Debtor, in the discretion of Secured Party, upon the occurrence and during the continuation of any Event of Default, for the purpose of carrying out and implementing the terms of this Agreement and each other Loan Document, to take any and all necessary or appropriate action and to execute and deliver any and all documents and instruments which may be necessary or appropriate to accomplish the purposes of this Agreement and, hereby gives Secured Party the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

(a) to ask, demand, collect, and receive any and all moneys due and to become due under any Collateral; to execute proofs of and endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of moneys due under any Collateral and to file any claim and loss; or to take any other action or proceeding deemed appropriate by Secured Party for the purpose of collecting and to file any claim or to take any other action or proceeding;

(b) to pay or discharge claims, charges or liens levied or placed on or threatened against the Collateral (other than the Permitted Liens);

(c) to direct any party liable for any payment under any of the Collateral to make payment directly to Secured Party or as Secured Party shall direct, and to receive payments in respect of or arising out of any Collateral;

(d) to adjust and compromise any claims under insurance policies;

(e) to sign and indorse any invoices, drafts against debtors, assignments, verifications and notices in connection with accounts and other Documents constituting or relating to the Collateral;

(f) to commence and prosecute, defend, settle, compromise, or adjust any suits, actions or proceedings to related to the Collateral and to enforce any other right in respect of any Collateral;

(g) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof;

(h) to communicate in its own name with any party to any agreement with regard to the assignment hereunder of the right, title and interest of Debtor in and under the agreements and other matters relating thereto;

(i) to undertake at Secured Party's option, at any time, and at Debtor's expense, all acts and things which Secured Party deems necessary or advisable, in its sole discretion, to carry out and enforce this Agreement, all as fully and effectively as Debtor might do; and

All acts of said attorney or designee are hereby ratified and approved by Debtor and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law, except in the case of gross negligence or willful misconduct. This power of attorney is coupled with an interest and is irrevocable so long as any of the Obligations remain unpaid or unperformed and until the security interest created herein is discharged pursuant to Section 8.14.

6.03 Notice of Disposition of Collateral and Disclaimer of Warranties. It is mutually agreed that commercial reasonableness and good faith require Secured Party to give Debtor no more than five (5) business days prior written notice of the time and place of any public or private disposition of Collateral, and that it is commercially reasonable for Secured Party to disclaim all warranties which arise with respect to the disposition of the Collateral.

7.04 Reinstatement. To the extent that any payment made or received with respect to the Obligations is subsequently invalidated, set aside, or required to be repaid to any Person by any Governmental Requirement, then the Obligations intended to be satisfied by such payment shall be revived and shall continue as if such payment had not been received.

ARTICLE VIII

MISCELLANEOUS

8.01 Financing Statements. Debtor authorizes Secured Party to file financing statements, continuation statements, amendments, and other similar documents and instruments covering the Collateral and containing such legends as Secured Party shall deem necessary or desirable to perfect or protect Secured Party's interest in the Collateral, including financing statements as indicate or describe the Collateral as "all assets" or "all personal property." Debtor agrees to pay all taxes, fees and costs (including reasonable attorneys' fees) paid or incurred by Secured Party in connection with the preparation, filing or recordation thereof. Debtor authorizes Secured Party to file to file a photocopy of this Agreement in substitution for a financing statement, as Secured Party may deem appropriate, and to execute in Debtor's name such financing statements and amendments thereto and continuation statements which may require Debtor's signature. Debtor waives receipt of any such financing statements that are registered by Secured Party and any confirmation of registration.

8.02 Performance for Debtor. Debtor agrees and hereby authorizes that Secured Party may, in Secured Party's sole discretion, but is not obligated to, advance funds on behalf of Debtor, without prior notice to Debtor, in order to insure Debtor's compliance with any covenant, warranty, representation or agreement of Debtor made in or pursuant to this Agreement or any of the Loan Documents. Debtor shall pay to Secured Party upon demand all such advances made by Secured Party. All such advances shall be deemed to be included in the Obligations and secured by the security interest granted Secured Party hereunder.

8.03 Expenses. In any Event of Default, Debtor shall pay all costs and expenses of Secured Party, including without limitation, attorneys' fees, incurred in connection with the enforcement and administration of this Security Agreement, and the making and repayment of the Obligations.

8.04 Applications of Payments and Collateral. Except as may be otherwise specifically provided in the Loan Documents, all Collateral and proceeds of Collateral coming into Secured Party's possession after the occurrence of an Event of Default and all payments made by Debtor may be applied by Secured Party to any of the Obligations, as Secured Party shall determine in its sole but reasonable discretion.

8.05 Waivers by Secured Party. Neither any failure nor any delay on the part of Secured Party in exercising any right, power or remedy shall operate as a waiver thereof.

8.06 Waivers by Debtor. Debtor hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement; (b) all claims, causes of action and rights of Debtor against Secured Party on account of actions taken or not taken by Secured Party in the exercise of Secured Party's rights or remedies; (c) all claims of Debtor for failure of Secured Party to comply with any requirement of applicable law relating to enforcement of Secured Party's rights or remedies; (d) all rights of redemption of Debtor with respect to the Collateral; (e) in the event Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (f) presentment, demand for payment, protest and notice of non-payment and all exemptions; (g) any and all other notices or demands which by applicable law must be given to or made upon Debtor by Secured Party; (h) settlement, compromise or release of the obligations of any one or more Persons primarily or secondarily liable upon any of the Obligations; (i) all rights of Debtor to demand that Secured Party release account debtors from further obligation to Secured Party; and (j) substitution, impairment, exchange or release of any Collateral for any of the Obligations. Debtor agrees that Secured Party may exercise any or all of its rights and/or remedies hereunder, under the Loan Documents and under applicable Governmental Requirements, from time to time, in any order, alternatively, successively or concurrently, without resorting to and without regard to any Collateral or sources of liability with respect to any of the Obligations.

8.07 Modifications. No modification, amendment or waiver of any provision of the Loan Documents, shall be effective unless the same shall be in writing signed by both parties.

8.08 Notices. All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing by personal delivery, U.S. Mail (certified mail, return receipt requested), or by email and U.S. Mail (certified mail, return receipt requested), at the addresses set forth below:

If to Debtor:	Green Light District Holdings, Inc. 3411 East Anaheim Street Long Beach, CA 90804 Email: David@Showgrow.com
If to Secured Party:	Body and Mind Inc. 750 – 1095 West Pender Street Vancouver, BC V6E 2M6 Attn: Leonard Clough Email: Len@altuscapital.ca

All notices shall be deemed given upon receipt. Any party from time to time may change such party's address or other information for the purpose of notices to that party by giving notice specifying such change to the other party

8.09 Survival; Successors and Assigns. All covenants, agreements, representations and warranties made herein shall continue in full force and effect until the security interest created herein is discharged pursuant to Section 8.14, and shall be binding on the successors and assigns of each party. All covenants, agreements, representations and warranties by Debtor shall inure to the benefit of Secured Party, its successors and assigns. Debtor may not assign this Agreement or any of its rights hereunder without the prior written consent of Secured Party.

8.10 Applicable Law and Consent to Jurisdiction. This Agreement, and the application or interpretation hereof, shall be governed exclusively by the terms of this Agreement and by the Laws of the State of Nevada. The Parties irrevocably submit to the nonexclusive jurisdiction and venue of the State and Federal courts located in Clark County, Nevada in any action or proceeding arising out of this Agreement.

8.11 Severability. If any term, provision or condition, or any part thereof, of this Agreement or any of the Loan Documents shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement and the Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

8.12 Merger and Integration. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto, or by any employee, officer, agent or attorney of any party hereto, which is not contained herein shall be valid or binding.

8.13 Counterparts; Facsimile and Electronic Signatures. This Security Agreement may be executed in any number of counterparts confirmed by signatures transmitted by facsimile or e-mail, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.14 Discharge. Upon: (a) the complete and irrevocable payment and performance in full of the Obligations (other than contingent Obligations for which no claim has been made); (b) the termination and discharge of the Loan Documents; and (c) such time as there exists no commitment by Secured Party which could give rise to any Obligations (other than contingent Obligations for which no claim has been made), this Agreement shall be terminated, the security interest in the Collateral shall be released, and Secured Party shall execute and deliver such releases and discharges of the security interests created hereby as Debtor may reasonably request in writing, the cost and expense of which shall be paid by Debtor.

8.15 Indemnity. Debtor agrees to pay, indemnify and save and hold harmless Secured Party and each of its directors, officers, partners, managers, members, shareholders, employees, agents, affiliates and advisors (each, an "Indemnified Party") from and against any and all claims, damages, losses, penalties, liabilities, judgments, suits, proceedings, taxes, costs and expenses (including, without limitation, fees and disbursements of counsel) which may at any time (including, without limitation, at any time following the payment of the Obligations or any Loan Document) be imposed on, incurred by or asserted against any such Indemnified Party, in any way relating to, in connection with or arising out of this Agreement, the other Loan Documents and the transactions contemplated hereby and thereby and any claim, investigation, subpoena, litigation, proceeding or otherwise related to or arising out of this Agreement or any other Loan Document or any transaction contemplated hereby or thereby (but in any case excluding any such claims, damages, losses, liabilities, costs or expenses incurred by reason of the gross negligence or willful misconduct of any Indemnified Party). The obligations of Debtor under this paragraph shall survive the payment in full of the Loan Agreement and the other Loan Documents and the termination or release of this Agreement.

8.16 Rights Absolute. All rights of Secured Party and the pledge, assignment, charge and security interest hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Obligations;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release, amendment or waiver of or consent to departure from any guaranty, surety or support agreement for all or any of the Obligations;

(d) any manner of application of collateral or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of any principal, guarantor or surety;

(e) any change, restructuring or termination of the corporate or company structure or existence of Debtor or any affiliate thereof; and

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor or any affiliate of Debtor, any other Person liable for the Obligations or a third party guarantor or grantor of a security interest.

8.17 Headings. The headings and subheadings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the date first above written.

DEBTOR:

Green Light District Holdings, Inc.,
a Delaware corporation

By: */s/ David Barakett*
Name: David Barakett
Title: CEO

SECURED PARTY**:**

Body and Mind Inc.

By: */s/ Leonard Clough*
Name: Leonard Clough
Title: CEO

SCHEDULE 1

TO SECURITY AGREEMENT

"Bankruptcy Code" means the United States Bankruptcy Code, as amended from time to time.

"Business Premises" means Debtor's chief executive office as indicated on Schedule 1 attached hereto.

"Collateral" means all of Debtor's right, title and interest, whether now owned or existing or hereinafter acquired or arising, and wheresoever located, in, to, and under, the property owned by Debtor, which property is further described as (i) assets, goods, personal property and real property of Debtor; (ii) Accounts; (iii) General Intangibles; (iv) Documents; (v) Instruments; (vi) Inventory; (vii) Equipment, appliances, materials, supplies inventory, furnishings, fixtures and other property used or usable in connection with Debtor (viii) all Distributions; (ix) copyrights, patents, trademarks and intellectual property licenses; (x) books and records pertaining to any Collateral; (xi) money and property of any kind from time to time in the possession or under the control of Debtor; and (xii) any licenses.

Notwithstanding the foregoing, "Collateral" shall not include "Excluded Assets" (as defined below) until such time as the prohibitions causing such property to be Excluded Assets have terminated (howsoever occurring); upon the termination of such prohibitions, Secured Party will be deemed to automatically have and at all times from and after the date hereof to have had, without the taking of any action or delivery of any instrument, a security interest in such Excluded Assets, and Debtor agrees to take all actions necessary in the reasonable judgment of Secured Party, if any, to perfect such security interest.

"Loan Documents" shall mean this Agreement, the Note, and all other documents related thereto.

"Event of Default" means any of the events described in Article VI hereof.

"Excluded Assets" means any contract, agreement, permit or license (together with the Equipment, Fixtures or Goods subject to any such contract, agreement, permit or license) to the extent that Debtor is validly prohibited from granting a security interest in such contract, agreement, permit or license (and the Equipment, Fixtures or Goods subject thereto) pursuant to the terms thereof, but only to the extent that such prohibition is not invalidated under the UCC.

"Governmental Authority" means any domestic or foreign nation or government, any state, provincial, territorial, divisional, county, regional, municipal, city or other political subdivision thereof, any native, tribal or aboriginal government, corporation, association or other entity, any court, tribunal, arbitrator, agency, department, commission, board, bureau, regulatory authority or other entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or Governmental Requirements or the management or administration of real property interests, and any securities exchange or securities regulatory authority.

"Governmental Requirement" means all laws, statutes, rules, regulations, codes, ordinances, zoning and land use restrictions, treaties, promulgations, plans, injunctions, judgments, orders, decrees, rulings, permits, licenses and authorizations issued by a Governmental Authority.

"Indebtedness" shall include all items which would properly be included in the liability section of a balance sheet or in a footnote to a financial statement in accordance with shall mean generally accepted accounting principles in the United States of America in effect from time to time, and shall also include all contingent liabilities.

"Lien" means any mortgage, deed of trust, debenture, indenture, pledge, charge, hypothecation, assignment for security purposes, deposit arrangement, control arrangement, preferential right, option, production payment, royalty, encumbrance, financing statement, lien (statutory or otherwise), right of set-off, claim or charge of any kind, or other security interest or collateral arrangement or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature thereof and any secured transaction under the Uniform Commercial Code of any jurisdiction.

"Material Adverse Effect" means: (a) a material adverse change in the business, operations, results of operations, assets, liabilities or condition (financial or otherwise) of Debtor; (b) a material impairment of Debtor's ability to perform their obligations under the Loan Documents to which they are parties or of the Secured Party's ability to enforce the Obligations.

"Obligations" shall mean the any obligation of Debtor under the Note.

"Obligor" shall mean individually and collectively, Debtor and each endorser, guarantor and surety of the Obligations; any person who is primarily or secondarily liable for the repayment of the Obligations, or any portion thereof; and any person who has granted security for the repayment of any of the Obligations.

"Permitted Liens" means:

(a) the interests of lessors under operating leases and licensors under license agreements;

(b) purchase money Liens or the interests of lessors under capital leases or operating leases to the extent that such Liens or interests secure purchase money Indebtedness and so long as: (i) such Lien attaches only to the asset purchased or acquired and the proceeds thereof; and (ii) such Lien only secures the Indebtedness that was incurred to acquire the asset purchased or acquired;

(c) Liens arising by operation of Law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money;

(d) Liens on amounts deposited to secure Debtor's obligations in connection with worker's compensation or other unemployment insurance;

(e) Liens on amounts deposited to secure Debtor's obligations in connection with the making or entering into of bids, tenders, or leases in the ordinary course of business and not in connection with the borrowing of money;

(f) licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business;

(g) Liens granted in the ordinary course of business;

(h) other Liens which do not secure indebtedness for borrowed money or letters of credit and as to which the aggregate amount of the obligations secured thereby does not exceed $10,000; and

(i) any other Obligations from Debtor to Secured Party, together with all Liens granted to Debtor in connection with such.

SCHEDULE 1
TO SECURITY AGREEMENT

Debtor's name as it appears in official filings in the state of organization	Green Light District Holdings, Inc.
The type of entity of Debtor	Domestic Corporation
Organizational identification number issued by Debtor's state of organization or a statement that no such number has been issued,	_____
Debtor's state of organization	Delaware
The location of Debtor's chief executive office, principal place of business, and the locations of its books and records concerning the Collateral	Green Light District Holdings, Inc. 3411 East Anaheim Street Long Beach, CA 90804

EXHIBIT 10.3

LOAN AGREEMENT

This Loan Agreement is made as of November 28th, 2018 (the "Loan Agreement")

Between:

AUSTRALIS CAPITAL INC., having an office Suite 190, 376 East Warm Springs Road, Las Vegas, Nevada, USA 89119, an Alberta corporation

(the "Lender")

And:

BODY AND MIND INC., having an office at 750 – 1095 West Pender Street
Vancouver, BC V6E 2M6, a Nevada corporation

(the "Borrower")

WHEREAS:

A. The Lender has agreed to advance USD $4,000,000 to the Borrower; and

B. The parties wish to record the terms and conditions of the loan, which will be made pursuant to the terms of this Agreement.

NOW THEREFORE in consideration of the premises and the conditions and provisions contained herein, the receipt and adequacy of which consideration are hereby duly acknowledged, the Parties hereto agree as follows:

1. Definitions and Interpretation

1.1 *Definitions.* In this Agreement the following words and phrases shall have the following meanings:

(a) "Applicable Securities Laws" means, collectively, and as the context may require, the securities legislation having application and the rules, policies, notices and orders issued by securities regulatory authorities having application in the circumstances;

(b) "Business Day" means any day, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia or Las Vegas, Nevada.

(c) "Event of Default" means any of the events of default described in Section 5.

(d) "Existing Warrants" means 16,000,000 common share purchase warrants which were issued by the Borrower to the Lender on November 2, 2018.

(e) "Governmental Authority" means: (i) any federal, provincial, state, county, municipal or local government or governmental body, including any department, agency, commission, board or other authority thereof, exercising any statutory, regulatory, expropriation or taxing authority; (ii) any quasi-governmental body acting under the valid authority of any of the foregoing; and (iii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator having competent jurisdiction over the Borrower.

(f) "Indebtedness" means without duplication: (i) all obligations for borrowed money, or with respect to advances of any kind; (ii) all obligations evidenced by bonds, debentures, notes or similar instruments, or mandatorily redeemable or exchangeable stock; (iii) all obligations upon which interest charges are customarily paid; (iv) all obligations under conditional sale or other title retention agreements relating to property; (v) all obligations in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business and excluding installments of premiums payable with respect to policies of insurance contracted for in the ordinary course of business); (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property, whether or not the Indebtedness secured thereby has been assumed; (vii) all guaranties of Indebtedness of others, (viii) all obligations, contingent or otherwise, in respect of letters of credit and letters of guaranty; (ix) all obligations, contingent or otherwise, in respect of bankers' acceptances; and (x) any other contingent or off-balance sheet transactions.

(g) "Lien" means any mortgage, pledge, charge, assignment, security interest, hypothec, lien or other encumbrance, including, without limitation, any agreement to give any of the foregoing, or any conditional sale or other title retention agreement.

(h) "Loan" means the loan provided by the Lender to the Borrower in accordance with this Agreement.

(i) "Material Adverse Effect" means a fact, circumstance, change or event that (individually or in the aggregate with all such other facts, circumstances, changes or events) is materially adverse to the business, operations, results of operations, cash flow, revenue, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise) or condition (financial or otherwise) of the Borrower and its subsidiaries on a consolidated basis, other than a change, event, violation, inaccuracy or circumstance:

(i) relating to the global economy or securities markets in general;

(ii) resulting from conditions affecting the cannabis industry as a whole;

(iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada; or

(iv) resulting from the rate at which Canadian dollars or United States dollars can be exchanged for any foreign currency;

(j) "Performance Share" means the Borrower's common shares issued to Barakett as part of the earn-out shares as defined in the Body and Mind Agreement with Green Light District Holdings Inc dated November 27, 2018.

(k) "Permitted Indebtedness" means

(i) any amounts owing to the Lender by the Borrower;

(ii) Master Promissory Note totalling US $1,000,000 at 8% which is comprised of 6 security agreements with an effective date of November 2, 2019, commencing on Feb. 14, 2019 with a maturity date of Feb. 14, 2020;

(iii) any Indebtedness which is postponed and subordinated to the Loan to the satisfaction of the Lender;

(iv) trade payables and normal accruals of the Borrower in the ordinary course of business not yet due and payable or with respect to which the Borrower is contesting in good faith the amount or validity thereof by appropriate proceedings and then only to the extent that the Borrower has established adequate reserves therefor, if required under GAAP;

(v) reimbursement obligations for reasonable travel and normal course of business expenses; and

(vi) any extension, renewal or replacement of the foregoing on equivalent terms.

(l) "Principal" means the principal amount outstanding on the Loan from time to time.

(m) "Public Record" means information which has been publicly filed at www.sedar.com by the Borrower under Applicable Securities Laws.

1.2 *Captions and Section Numbers*. The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

1.3 *Extended Meanings*. The words "hereof", "herein", "hereunder" and similar expressions used in any clause, paragraph or section of this Agreement shall relate to the whole of this Agreement and not to that clause, paragraph or section only, unless otherwise expressly provided.

1.4 *Number and Gender*. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context of this Agreement or the parties hereto so require.

1.5 *Section References and Schedules*. Any reference to a particular "article", "section", "subsection" or other subdivision is to the particular article, section or other subdivision of this Agreement and any reference to a schedule by letter shall mean the appropriate schedule attached to this Agreement and by such reference the appropriate schedule is incorporated into and made part of this Agreement.

1.6 *Governing Law*. This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws in the Province of British Columbia and the federal laws of Canada, applicable therein, and all disputes arising under this Agreement shall be referred to the Courts of British Columbia.

1.7 *Severability of Clauses*. In the event that any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.8 *Currency*. All sums of money to be paid or calculated pursuant to this Agreement shall be paid or calculated in currency of United States dollars.

2. Loan

2.1 *Amount of Loan*. In reliance upon the representations and warranties contained herein and subject to the terms and conditions of this Agreement, the Lender will lend to the Borrower the principal sum of $4,000,000. The loan shall be made in a single advance to the Borrower, or may be advanced on behalf of the Borrower to such third party as may be directed by the Borrower in writing.

2.2 *Interest*. The Borrower agrees to pay to the Lender interest on the outstanding Principal (including any portion thereof comprised of interest that has been capitalized in accordance with this Section 2.2), at a rate of fifteen percent (15%) per annum, calculated on the basis of a three hundred and sixty-five (365) or three hundred sixty-six (366) day year (as the case may be) for the actual number of days elapsed, accruing and payable at the end of each six month period following the date of this Agreement (each, a "**Payment Period**") in arrears. For each Payment Period, the Borrower will elect, by providing the Lender with written notice of such election no later than 10 Business Days prior to the end of such Payment Period, to either pay the interest in cash or to pay the interest entirely in kind. In the event that the Borrower fails to make an election for a Payment Period as required above, it will be deemed to have elected to pay interest for the relevant period entirely in kind. All interest that is payable by the Borrower in cash will be due on the first Business Day following the end of the relevant Payment Period. All interest that is payable by the Borrower in kind will be capitalized and added to the outstanding Principal on the first Business Day following the end of the relevant Payment Period.

2.3 *Repayment of the Loan*. The Loan, including all accrued and unpaid interest, shall be repayable in full on that date which is 24 months following the date of this Agreement.

2.4 *Accelerated Payment*. Notwithstanding anything else to the contrary herein contained, the outstanding balance of the Loan, including all accrued and unpaid interest thereon and any other amounts owing to the Lender hereunder, shall be repaid by the Borrower to the Lender upon a notice of an Event of Default being issued by the Lender to the Borrower and failing payment of the same forthwith, the Lender may then proceed to enforce payment thereof by exercising any right, power or remedy permitted by this Agreement, or by law in such manner as the Lender may elect, without presentation, protest or further demand, or notice of any kind, all of which are hereby expressly waived.

2.5 *Prepayment*. The Borrower may, at its sole discretion, prepay the Loan at any time, in whole but not in part. In the event that the Borrower elects to repay the Loan during the first year of the term of the Loan then the Borrower shall pay to the Lender a prepayment fee equal to 5% of the prepayment amount and the Borrower will pay interest on the original principal amount of the Loan at the rate provided in Section 2.2 up to the end of the first year of the term of the Loan. Any prepaid amount may not be reborrowed.

2.6 *Conversion on Default.* In the event that the Borrower defaults on repayment of Loan at maturity, the Lender may, at it sole discretion, elect to convert the Loan, including all accrued and unpaid interest thereon, into common shares of the Borrower at a price per share equal to the minimum price permitted under the policies of the Canadian Securities Exchange (or if the Borrower is not listed on the Canadian Securities Exchange, then on such other stock exchange on which the Borrower's common shares may then be listed).

3. Security and Other Consideration

3.1 *Security Documents*. As security for the timely repayment of the Loan and the due and punctual payment and performance of this Agreement and all other liabilities and obligations of the Borrower to the Lender under, arising out of or from this Agreement, the Borrower shall deliver to the Lender on or before the advance of the Loan, the following documents, each in form and content satisfactory to the Lender:

(a) a promissory note, in the form attached to this Agreement as Schedule "A";

(b) a general security agreement governed by the laws of Nevada to be granted by the Borrower in favour of the Lender over all present and after-acquired personal property of the Borrower; and

(c) such other security, documents or instruments which the Lender, acting reasonably, may require from time to time.

3.2 *Shares*. As additional consideration for the Loan, the Borrower will issue to the Lender upon advance of the Loan 1,105,083 common shares of the Borrower (the "Shares") at a deemed price of CAD $0.72 per Share registered in the name of the Lender.

3.3 *Warrant Coverage*. As additional consideration for the Loan, the Borrower will issue to the Lender 0.4337 Share purchase warrants (the "Warrants") for each Performance Share issued by the Borrower at an exercise price equal to closing price of the Borrowers Shares on the date prior to the announcement of the Loan, or otherwise at the lowest price permitted under the policies of the Canadian Securities Exchange. The certificate representing the Warrants will be in the form appended hereto as Schedule "B" and registered in the name of the Lender. The Warrants will expire two years from the date of issuance.

3.4 *Amendment to Commercial Advisory Agreement*. Upon advance of the Loan, the Borrower agrees to amend the terms of the Commercial Advisory Agreement between the Borrower and Australis Capital (Nevada) Inc., a wholly-owned subsidiary of the Lender, to provide that effective December 1, 2018 the monthly payment payable by the Borrower thereunder will be increased to $16,500.

3.5 *Exercise of Existing Warrants*. The Lender agrees that within five Business Days of the date of this Agreement, the Lender will exercise that number of the Existing Warrants that would result in the Borrower receiving $1,200,000 based on the Canadian dollar to U.S. dollar foreign exchange rate in effect on the date of exercise.

4. Representations and Warranties

4.1 *Representations and Warranties of the Borrower.* The Borrower represents and warrants to the Lender as follows, with the intent that the Lender will rely thereon in entering into this Agreement and in concluding the transactions contemplated hereby:

(a) the Borrower is a valid and subsisting corporation under the laws of the state of Nevada and is qualified or registered to transact business in each jurisdiction in which failure to be so qualified or registered would reasonably be expected to constitute a Material Adverse Effect;

(b) the Borrower has the corporate power and capacity to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement, and the consummation by the Borrower of the transactions hereunder, has been duly authorized by all necessary corporate action on the part of the Borrower (including the approval of the board of directors of the Borrower) and no other proceedings on the part of the Borrower are or will be necessary to authorize this Agreement or the transactions contemplated hereunder;

(c) this Agreement has been duly executed and delivered by the Borrower and is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy or similar laws affecting enforcement of creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;

(d) each of the execution and delivery of this Agreement and all documents contemplated hereunder, the performance by the Borrower of its obligations hereunder or thereunder and the consummation of the transactions contemplated hereby, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Borrower; (ii) the constating documents or resolutions of the Borrower which are in effect at the date hereof; (iii) any debt instrument, material agreement, mortgage, indenture, contract, agreement, instrument, lease or other document to which the Borrower is a party or by which it is bound; or (iv) any judgment, decree or order binding the Borrower or the property or assets of the Borrower;

(e) to the Borrower's knowledge, (i) there is no civil, administrative, regulatory, criminal or investigative action or proceeding, or arbitration or other dispute settlement procedure, pending or threatened against the Borrower by or before any Governmental Authority; and (ii) no event has occurred that would reasonably be expected to give rise to any such action, proceeding or procedure where the same would in each case reasonably be expected to constitute a Material Adverse Effect;

(f) there is no judgment, decree, award or order of any Governmental Authority outstanding against (and binding upon) the Borrower that has or is reasonably expected to constitute a Material Adverse Effect or which prohibits or materially impairs the conduct of the Borrower's business as currently conducted.

(g) to the best of the knowledge of the Borrower, no person, firm or corporation acting or purporting to act at the request of the Borrower is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein, except as disclosed to the Lender;

(h) the Borrower is a "reporting issuer" in the provinces of British Columbia and Ontario and the Borrower's common shares are listed on the Canadian Securities Exchange under the symbol "BAMM";

(i) as of the date hereof, the authorized capital of the Borrower consists of 900,000,000 common shares with a par value of $0.0001, of which 63,885,898 Common Shares are issued and outstanding as fully paid and non-assessable. Additionally, the Company has a commitment to issue an aggregate of 282,000 Common Shares, an aggregate of contingently issuable Common shares, 26,106,820 share purchase warrants and 4,025,000 stock options as previously disclosed to the Lender and, except as disclosed in the Public Record, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, pre-emptive, contractual or otherwise, for the issue or allotment of any unissued shares in the capital of the Borrower or any other security convertible into or exchangeable for any such shares, or to require the Borrower to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other;

(j) the Public Record complies in all material respects with the requirements of Applicable Securities Laws;

(k) the Public Record and all financial, marketing, sales and operational information provided to the Lender are true and correct in all material respects and do not contain any misrepresentations (as such term is defined in the Applicable Securities Laws);

(l) the financial statements filed by the Borrower on its Public Record or supplied by the Borrower to the Lender have been prepared in accordance with Canadian generally accepted accounting principles, international financial reporting standards or in conformity with accounting principles generally accepted in the United States of America, as applicable; contain no misrepresentations; present fairly, fully and correctly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Borrower, as of the date thereof; and there have been no adverse material changes (as defined in Applicable Securities Laws) in the financial position of the Borrower since the date thereof and the business of the Borrower has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

(m) the auditors of the Borrower who audited the financial statements of the Borrower for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Securities Laws and there has never been a reportable event (within the meaning of National Instrument 51-102) with the present auditors of the Borrower;

(n) the Borrower has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Securities Laws in relation to the issue and trading of its securities and in all matters relating to the Loan;

(o) other than in respect of certain United States federal laws relating to the cultivation, distribution or possession of marijuana in the United States as disclosed in the continuous disclosure documents of the Borrower, the Borrower is in compliance in all material respects with all applicable laws in the jurisdictions in which it carries on business and which may materially affect the Borrower, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Borrower or the business or legal environment under which the Borrower operates;

(p) the Borrower has not caused or permitted the release, in any manner whatsoever, of any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances (collectively, the "Hazardous Substances") on or from any of its properties or assets nor has it received any notice that it is potentially responsible for a clean-up site or corrective action under any applicable laws, statutes, ordinances, by-laws, regulations, or any orders, directions or decisions rendered by any government, ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to dealing with Hazardous Substances;

(q) all operations conducted by the Borrower on the properties of the Borrower have been conducted and are currently conducted in all material respects in accordance with good engineering practices and any applicable material workers' compensation, and health, safety and workplace laws, regulations and policies;

(r) the Borrower has all licences, permits, approvals, consents, certificates, registrations and other authorizations (collectively the "Permits") under all applicable laws and regulations, other than in respect of certain United States federal laws relating to the cultivation, distribution or possession of marijuana in the United States as disclosed in the continuous disclosure documents of the Borrower, necessary for the operation of the businesses carried on or proposed to be commenced by the Borrower and each Permit is valid, subsisting and in good standing and the Borrower is not in default or breach in any material respect of any Permit, and to the best of the knowledge of the Borrower, no proceeding is pending or threatened to revoke or limit any Permit;

(s) to the Borrower's knowledge, information and belief, none of the directors or officers of the Borrower is or has been ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere;

(t) there is not presently, and will not be until the Closing, any material change or change in any material fact relating to the Borrower which has not been disclosed to the public;

(u) to the best of the Borrower's knowledge, the Borrower is not in default in the observance of performance of any terms, covenant, obligation to be performed by the Borrower, under any material instrument, document, agreement, or arrangement (including memorandums of understanding or joint venture agreements) to which the Borrower or its subsidiaries is a party or otherwise bound and all such material instruments, contracts, agreements, or arrangements (including memorandums of understanding or joint venture agreements) are in good standing and no event has occurred which with notice or lapse of time or both would constitute such a default by the Borrower or, to the best of the Borrower's knowledge, any other party;

(v) the Borrower is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Borrower's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(w) there are no judgments against the Borrower which are unsatisfied, nor are there any consent decrees or injunctions to which the Borrower is subject;

(x) no order ceasing, halting or suspending trading in securities of the Borrower nor prohibiting the sale of such securities has been issued to and is outstanding against the Borrower or, to the knowledge of the Borrower, any of its directors, officers or promoters or against any other companies that have common directors, officers or promoters and to the knowledge of the Borrower no investigations or proceedings for such purposes are pending or threatened;

(y) the Borrower has filed, or is in the process of filing, all federal, provincial, local and foreign tax returns which are required to be filed, or have requested extensions thereof, and has or intends to pay all taxes required to be paid by the Borrower, including its subsidiaries and any other assessment, fine or penalty levied against the Borrower and/or its subsidiaries, or any amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable;

(z) the Borrower has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Borrower, except for taxes not yet due, and there are no audits of any of the tax returns of which are known by the Borrower's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Borrower;

(aa) the Borrower owns or possesses adequate rights to use all material patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and other intellectual property necessary for the business of the Borrower now conducted to the knowledge of the Borrower, without any conflict with or infringement of the rights of others. the Borrower has received no communication alleging that the Borrower has violated or, by conducting its business as proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity;

(bb) the Borrower does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act* (Canada));

(cc) the Borrower will not take any action which would be reasonably expected to result in the delisting or suspension of its common shares on or from the Canadian Securities Exchange or on or from any stock exchange, market or trading or quotation facility on which its common shares are listed or quoted and the Borrower will comply, in all material respects, with the rules and regulations thereof;

(dd) the Borrower has and will have filed all documents that are required to be filed under the continuous disclosure provisions of the Applicable Securities Laws, including annual and interim financial information and annual reports, press releases disclosing material changes and material change reports; and

(ee) the Borrower has no Indebtedness other than Permitted Indebtedness.

4.2 *Representations and Warranties of the Lender.* The Lender represents and warrants to the Borrower as follows, with the intent that the Borrower will rely thereon in entering into this Agreement and in concluding the transactions contemplated hereby:

(a) the Lender is a valid and subsisting corporation under the laws of Alberta, Canada;

(b) the Lender is neither a U.S. Person not acquiring the Shares or Warrants for the account of a U.S. Person or for resale in the United States and the Lender confirms that the Shares and Warrants have not been offered to the Lender and that this Agreement has not been signed in the United States;

(c) the Shares and Warrants have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to any U.S. Person, except pursuant to applicable exemptions from United States federal and state registration requirements;

(d) the Lender has the corporate power and capacity to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the consummation by the Lender of the transactions hereunder have been duly authorized by all necessary corporate action on the part of the Lender;

(e) this Agreement has been duly executed and delivered by the Lender and is a legal, valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, subject to applicable bankruptcy or similar laws affecting enforcement of creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;

(f) each of the execution and delivery of this Agreement and all documents contemplated hereunder, the performance by the Lender of its obligations hereunder or thereunder and the consummation of the transactions contemplated hereby, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Lender; (ii) the constating documents or resolutions of the Lender which are in effect at the date hereof; (iii) any debt instrument, material agreement, mortgage, indenture, contract, agreement, instrument, lease or other document to which the Lender is a party or by which it is bound; or (iv) any judgment, decree or order binding the Lender or the property or assets thereof;

(g) the Lender is acquiring the Shares and Warrants as principal within the meaning of Applicable Securities Laws, for its own account and not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the the Shares and Warrants;

(h) the Lender acknowledges that no securities commission, agency, Governmental Authority, stock exchange or other regulatory body has reviewed or passed on the merits of the the Shares and Warrants and there are risks associated with the acquisition of the Shares and Warrants;

(i) the Lender acknowledges that the certificates representing the Shares and Warrants (and any shares issued upon exercise of the Warrants) will bear the following legends:

"THE SECURITIES REPRESENTED HEREBY [FOR THE WARRANTS ADD: AND ANY SECURITIES ISSUABLE UPON CONVERSION THEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND SUCH LAWS COVERING SUCH SECURITIES, OR THE COMPANY RECEIVES AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY STATING THAT SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE U.S. SECURITIES ACT AND SUCH LAWS. THE SECURITIES REPRESENTED BY THE CERTIFICATEHEREBY CANNOT BE THE SUBJECT OF HEDGING TRANSACTIONS UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [FOUR MONTHS PLUS ONE DAY FROM THE DISTRIBUTION DATE]"

(j) the Lender understands the political, economic and other business risks of its investment, including the fact that cannabis is currently registered as a Schedule 1 drug under the Controlled Substances Act in the United States of America;

(k) the Lender is not acting jointly or in concert with any other person in connection with its purchase of securities of the Borrower, and is not a party to any agreement, commitment or understanding with any other person for the acquisition or holding of securities of the Borrower, whether by the Borrower, such other person, or other third party;

(l) the Lender acknowledges that there are restrictions under Applicable Securities Laws on the Lender's ability to resell the Shares and Warrants and that it has been advised to consult its own legal advisors with respect to the particulars of such resale restrictions, and that it is the Lender's sole responsibility to find out what those restrictions are and to comply with them;

(m) the Lender has not taken any action which will or may result in the Borrower, or any its directors, officers, employees or agents breaching any regulatory or legal requirements of any jurisdiction in connection with the purchase and sale of the Shares and Warrants hereunder;

(n) the Lender acknowledges that there may be material tax consequences to the Lender from the transactions contemplated by this Agreement under Canadian federal, provincial or local laws or foreign laws, and the Borrower makes no representations regarding the tax consequences to the Lender;

(o) to the best of the knowledge of the Lender, the acquisition of the Shares and Warrants has not been made through or as a result of, and the distribution of the Shares and Warrants is not being accompanied by, any form of advertisement, including, without limitation, in printed public media, radio, television, internet or telecommunications, including electronic display, or as part of a general solicitation;

(p) none of the funds the Lender is advancing to the Borrower pursuant to this Agreement are, to the knowledge of the Lender, proceeds obtained or derived, directly or indirectly, as a result of illegal activities. The funds which will be advanced by the Lender to the Borrower hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "PCMLTFA") and the Lender acknowledges that the Borrower may in the future be required by law to disclose the Lender's name and other information relating to this Agreement and the Lender's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Lender's knowledge (i) none of the funds to be provided by the Lender are being tendered on behalf of a person who has not been identified to the Lender, and (ii) the Lender will promptly notify the Borrower if the Lender discovers that any of such representations cease to be true, and to provide the Borrower with appropriate information in connection therewith;

(q) to the best of the knowledge of the Lender, no person, firm or corporation is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein, except as disclosed to the Borrower;

(r) the Lender acknowledges that no prospectus has been filed by the Borrower with any securities commission or similar authority, in connection with the issuance of the Shares and Warrants, and the issuance and the sale of the the Shares and Warrants is subject to such sale being exempt from the prospectus requirements under Applicable Securities Laws and accordingly:

(i) the Lender is restricted from using certain civil remedies available under such legislation;

(ii) the Lender may not receive information that might otherwise be required to be provided to it under such legislation; and

(iii) the Borrower is relieved from certain obligations that would otherwise apply under such legislation.

5. Covenants

5.1 *Covenants of the Borrower*. So long as any portion of the Loan is outstanding, the Borrower hereby covenants and agrees with the Lender as follows:

(a) to pay the Loan in accordance with the provisions of this Agreement;

(b) to not commit any Event of Default and upon becoming aware of the occurrence of any Event of Default or the existence of any condition or any event which, but for the giving of notice or lapse of time, or both, would constitute an Event of Default, to immediately notify the Lender thereof and promptly do everything reasonably possible to cause such Event of Default or condition or event to be eliminated as quickly as possible;

(c) to maintain its corporate existence and all licences and authorizations from regulatory and governmental authorities or agencies required in order to permit it to carry on its business, diligently carry on and conduct its business only in the ordinary course and in a proper, efficient and business-like manner;

(d) to, upon the request of the Lender, permit the Lender, for the purposes of this Agreement or any other agreement or document herein provided for, by its agents, employees and representatives, to examine during normal business hours and without unreasonable disruptions, all relevant books of account, records, reports and other papers of the Borrower, and to make copies thereof and to take extracts therefrom, provided that all such information shall be held confidential by the Lender unless reasonably required by the Lender in the exercise of its rights under this Agreement;

(e) at all times comply in all material respects with all applicable laws, rules, governmental restrictions, regulations, guidelines or directives, including all codes of conduct;

(f) not to lend money to or invest money in any person, whether by loan, acquisition of shares, acquisition of debt obligations or in any other manner whatsoever or guarantee, endorse or otherwise become surety for or upon the obligations of any other person except by endorsement of negotiable instruments for deposit or collection in the ordinary course of its business;

(g) not to create, assume or permit to exist any lien on any of its assets, other than as disclosed to the Lender in writing in connection with the Permitted Indebtedness; and

(h) not to convey, sell, lease, transfer or otherwise dispose of any of its assets unless otherwise agreed to in writing by the Lender, except for dispositions made in the ordinary course of business.

5.2 *Failure to Perform*. If the Borrower fails to perform any covenant set out in this Agreement, the Lender may, at its discretion, but need not, perform any such covenant capable of being performed by it and may, in the Lender's discretion, but need not, make any payments or incur expenditures for such purpose, but no such performance of payment shall be deemed to relieve the Borrower from any default under this Agreement; if the Lender performs any such covenant or incurs any such expenditures, all costs incurred by the Lender in connection therewith shall be added to the Principal.

6. Default

6.1 *Events of Default*. For the purposes of this Agreement, any one or more of the following events shall constitute Events of Default:

(a) if the Borrower shall make default in any material way in the observance or performance of something required to be done or some covenant or condition required to be observed or performed in this Agreement and such default continues for a period of 10 days following the date upon which written notice of default is given to the Borrower by the Lender;

(b) if any representation or warranty herein given by the Borrower or any director or officer thereof is untrue in any material respect and continues to be untrue for a period of 30 days following the date upon which written notice of default is given to the Borrower by the Lender;

(c) if an order is made or a resolution is passed for the winding-up of the Borrower, or if a petition shall be filed for the winding–up of the Borrower;

(d) if the Borrower defaults under the provisions of any instrument, security, indenture or document in respect of indebtedness for money borrowed from any person or default in the payment of any Indebtedness of the Borrower for money borrowed from any person when due or which for any reason has become due and payable prior to the express maturity date;

(e) if the Borrower shall commit any act of bankruptcy or shall become insolvent or shall make an assignment or proposal under a bankruptcy act or a general assignment for the benefit of its creditors or a bulk sale of its assets, or if a bankruptcy petition shall be filed or presented against the Borrower;

(f) if a receiver, receiver-manager, trustee, custodian, liquidator or similar agent is appointed for the Borrower or for any of the Borrower's property;

(g) if any execution, sequestration, extent or any other process of any court shall become enforceable against the Borrower or if a distress or analogous process shall be levied upon the property of the Borrower;

(h) if the Borrower shall cease or threaten to cease to carry on its business or the title to any material assets of the Borrower is jeopardized or impaired; and

(i) if the Borrower makes default in observing or performing any of the agreements or covenants, which are material in the reasonable determination of the Lender, contained in any lease, licence, debenture, deed of trust or agreement whereby any property or rights of the Borrower may become liable for forfeiture or where any such lease, licence, debenture, deed of trust or agreement would be subject to termination and such default continues for five (5) days after written notice to the Borrower from the Lender.

6.2 *Remedies Upon Default.* Upon the occurrence of an Event of Default, the Lender may immediately enforce its remedies to the full extent permitted by applicable law, under this Agreement and for any of such purposes may commence such legal action or proceedings as, in its sole discretion, it may deem expedient all without any notice, presentation, further demand, protest, notice of protest, or any other action, notice of all of which are hereby expressly waived by the Borrower except to the extent set forth herein.

7. General Provisions

7.1 *Notices*. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be in writing addressed as follows:

To the Lender:

Australis Capital Inc.
Suite 190, 376 East Warm Springs Road,
Las Vegas, Nevada, USA
89119

Attention: Scott Dowty
Email: scott@ausacap.com

To the Borrower:

Body and Mind Inc.
750 – 1095 West Pender Street
Vancouver, BC
V6E 2M6

Attention: Leonard Clough
Email: len@altuscapital.ca

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by means of electronic transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by means of electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

7.2 *Time of Essence*. Time is hereby expressly made of the essence of this Agreement with respect to the performance by the parties of their respective obligations under this Agreement.

7.3 *Binding Effect*. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7.4 *Entire Agreement*. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous expectations, understandings, communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof.

7.5 *Further Assurances*. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments and do such further and other things as may be necessary or desirable to implement and carry out the intent of this Agreement.

7.6 *Assignment*. None of the parties may assign or transfer their respective rights under this Agreement, nor may the Borrower transfer any portion of the Loan, except that the Lender may assign its rights under this Agreement upon the occurrence of an Event of Default.

7.7 *Waiver and Amendment*. No indulgence or forbearance by the Lender hereunder shall be deemed to constitute a waiver of the Lender's rights to insist on performance in a full and in a timely manner of all covenants of the Borrower hereunder and any such waiver, in order to be binding upon the Lender, must be express and in writing and signed by the Lender, and then such waiver shall be effective only in the specific instance and for the purpose for which it is given, and no waiver of any provision, condition or covenant shall be deemed to be a waiver of the Lender's right to require full and timely compliance with the same provision, condition or covenant thereafter, or with any other provision, covenant or condition of this Agreement at any time. No amendment to this Agreement shall be valid unless it is evidenced by a written agreement executed by all of the parties hereto.

7.8 *Counterparts and Facsimile Signatures.* This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile or other electronic signature and shall be binding on all parties hereto as if executed by original signature and delivered personally.

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written.

AUSTRALIS CAPITAL INC.

/s/ Michael Carlotti
Authorized Signatory

BODY AND MIND INC.

/s/ Leonard Clough
Authorized Signatory

SCHEDULE "A"

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$4,000,000 **November 28, 2018**

FOR VALUE RECEIVED, BODY AND MIND INC. , a Nevada corporation (the "**Borrower**") hereby acknowledges itself indebted and promises to pay to or to the order of **AUSTRALIS CAPITAL INC.**, an Alberta Corporation ("**Lender**") having a office at Suite 190, 376 East Warm Springs Road, Las Vegas, Nevada, USA 89119, or such other address as the Lender directs, the principal sum of $4,000,000 of lawful money of the United States (the "**Loan**") together with accrued interest, on the terms provided in the Loan Agreement dated November 28, 20178 between the Borrower and the Lender (the "Loan Agreement").

Unless the term of the Loan is sooner determined in accordance with the Loan Agreement (as defined herein), on that date which is 24 months following the initial advance of the Loan made by the Lender to the Borrower, the Borrower shall pay the Lender the outstanding principal balance of the Loan, together with all interest which has accrued thereon at the rate set out above calculated as aforesaid and then remains unpaid.

The Borrower agrees that:

(a) the records of the Lender with respect to advances, payments, repayments, prepayments, the unpaid principal balance of the Loan and amounts owing on account of interest will be conclusive and binding on the Borrower hereunder absent manifest error;

(b) this Note will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein;

(c) this Note will be dated for reference purposes only November 28, 2018;

(d) this Note is given pursuant to the Loan Agreement and all amendments thereto and replacement thereof, from time to time;

(e) in the event of any conflict between then terms of this Note and the Loan Agreement, the Loan Agreement shall govern; and

(f) all words and phrases used herein and defined in the Loan Agreement will have the meaning given to them therein unless otherwise defined herein.

The Borrower hereby waives presentment and demand for payment, protest and notice of protest and notice of dishonour and non-payment.

EXECUTED by the Borrower as of the date first written above.

BODY AND MIND INC.

Per: _____
Authorized Signatory

SCHEDULE "B"

FORM OF WARRANT CERTIFICATE

[see attachment]

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE •, 2019.

THE SECURITIES REPRESENTED HEREBY AND ANY SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY NOT BE OFFERED FOR RESALE, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE CANNOT BE THE SUBJECT OF HEDGING TRANSACTIONS UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

THIS WARRANT MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR PERSON IN THE UNITED STATES UNLESS THIS WARRANT AND SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON •, 2020.

BODY AND MIND, INC.

(Incorporated under the laws of the State of Nevada)

Certificate Number: • •Warrants to Purchase

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **AUSTRALIS CAPITAL INC.** of **Suite 190, 376 East Warm Springs Road, Las Vegas, Nevada, USA 89119,** (the "**Holder**") is entitled to subscribe for and purchase up to • fully paid and non-assessable common shares without par value (collectively the "**Shares**" and individually, a "**Share**") in the capital of Body and Mind, Inc. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on •, 2020, (the "**Expiry Date**"), at a price of • per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A".

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at 750 - 1095 West Pender Street, Vancouver, British Columbia V6E 2M6 (Attention: Chief Executive Officer), or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this • day of •

BODY AND MIND INC.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY BODY AND MIND, INC.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

Part 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Body and Mind, Inc. and includes any successor corporations;
(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;
(c) "**Exercise Price**" means SYMBOL \u9679\h\s\16 * MERGEFORMATper Share or as may be adjusted as per Part 5;
(d) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;
(e) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;
(f) "**Holder**" means the registered holder of a Warrant;
(g) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;
(h) "**Shares**" or "**shares**" means the common shares in the capital of the Company as constituted at the date of issue of a Warrant and any shares resulting from any event referred to in Part 5;
(i) "**Warrant**" means a warrant as evidenced by the certificate, one (1) Warrant entitles the holder to purchase one (1) common share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price set forth on the Warrant Certificate;
(j) "**Warrant Certificate**" means the certificate evidencing the Warrant;
(k) "**Warrant Exercise Form**" means Appendix "B" hereof; and
(l) "**Warrant Transfer Form**" means Appendix "C" hereof.

7.10 Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;
(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;
(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;
(d) all dollar amounts referred to herein are expressed in Canadian funds;
(e) time will be of the essence hereof; and
(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

7.11 Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

Part 2

ISSUE OF WarrantS

7.12 Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares in its capital.

7.13 Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

7.14 Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Part 3

OWNERSHIP AND TRANSFER OF Warrant

7.15 Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 The Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

7.16 Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

7.17 Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

7.18 Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

Part 4

EXERCISE OF WarrantS

7.19 Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

7.20 Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

7.21 Subscription for Less than Entitlement

4.4 The Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to this Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

7.22 Warrants for Fractions of Shares

4.5 To the extent that the Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

7.23 Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

7.24 Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

Part 5

Adjustments

7.25 Adjustments

5.1 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.2 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company (including, for greater certainly, any triangular or three-cornered amalgamation to which the Company is party) or of the sale of substantially all of the property and assets of the Company to any other company (in each case, a "**Corporate Event**"), each Warrant will, after such Corporate Event, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such Corporate Event, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before the Corporate Event; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.3 In case of any Corporate Event which results in Warrants becoming exercisable for shares, securities or other property of a corporate entity other than the Company, such corporate entity may elect to deliver to the Holder a new warrant certificate in the name of such corporate entity reflecting the terms of the Warrants, as adjusted pursuant to Section 5.2, and upon receipt of such replacement warrant certificate this Warrant Certificate will be deemed cancelled.

5.4 The adjustments provided for in this Part 5 are cumulative.

7.26 Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under this Part 5, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

7.27 Resale Restrictions

5.6 This Warrant and the Shares to be issued upon its exercise have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Warrant may not be exercised in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Warrant Exercise Form attached hereto as Appendix B. "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act ("**Regulation S**").

5.7 Any Shares issued upon exercise of this Warrant in the United States, or to or for the account or benefit of a U.S. person or a person in the United States, will be "restricted securities", as defined in Rule 144(a)(3) under the U.S. Securities Act. The certificates representing such Shares, as well as all certificates issued in exchange or in substitution therefor, until such time as is no longer required under the applicable requirements of the U.S. Securities Act, or applicable state securities laws, will bear, on the face of such certificate, the following legends:

> **THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY NOT BE OFFERED FOR RESALE, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE CANNOT BE THE SUBJECT OF HEDGING TRANSACTIONS UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE U.S. SECURITIES ACT.**

Part 6

COVENANTS BY THE COMPANY

7.28 Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

Part 7

restriction on exercise

7.29 Compliance with Securities Laws

7.1 Notwithstanding any provision to the contrary contained herein, no Shares will be issued pursuant to the exercise of any Warrant if the issuance of such securities would constitute a violation of the securities laws of any applicable jurisdiction, and the certificates evidencing the Shares thereby issued may bear such legend as may, in the opinion of legal counsel to the Company, be necessary in order to avoid a violation of any securities laws of any applicable jurisdiction or to comply with the requirements of any stock exchange on which the Shares of the Company are listed, provided that, at any time, in the opinion of legal counsel to the Company, such legends are no longer necessary in order to avoid a violation of any such laws, or the holder of any such legended certificate, at that holder's expense, provides the Company with evidence satisfactory in form and substance to the Company (which may include an opinion of legal counsel satisfactory to the Company) to the effect that such holder is entitled to sell or otherwise transfer such Shares in a transaction in which such legends are not required, such legended certificate may thereafter be surrendered to the Company in exchange for a certificate which does not bear such legend.

Part 8

MODIFICATION OF TERMS, SUCCESSORS

7.30 Modification of Terms and Conditions for Certain Purposes

8.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;
(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;
(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;
(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and
(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 8.

7.31 Company may Amalgamate on Certain Terms

8.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will be a company organized and existing under the laws of Canada or of the United States of America or any Province, State, District or Territory thereof, which will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

7.32 Additional Financings

8.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

[End of Schedule "A"]

APPENDIX "A"

INSTRUCTIONS TO HOLDER

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Body and Mind, Inc.
750 - 1095 West Pender Street
Vancouver, BC V6E 2M6

Attention: Chief Executive Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Body and Mind, Inc.
750 - 1095 West Pender Street
Vancouver, BC V6E 2M6
Attention: Chief Executive Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of **BODY AND MIND, INC.** (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	ADDRESS(ES)	NUMBER OF SHARES

As at the time of exercise hereunder, the undersigned Holder represents, warrants and certifies as follows (check one):

☐ (A) the undersigned holder at the time of exercise of the Warrant is not in the United States, is not a "U.S. person" as defined in Regulation S under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), and is not exercising the Warrant for the account or benefit of a U.S. person or a person in the United States (as defined in Regulation S), and did not execute or deliver this exercise form in the United States; OR

☐ (B) the undersigned holder is resident in the United States, is a U.S. person, or is exercising the Warrant for the account or benefit of a U.S. person or a person in the United States (a "**U.S. Holder**"), and is an "accredited investor", as defined in Rule 501(a) of Regulation D under the U.S. Securities Act (a "**U.S. Accredited Investor**"), and has completed the U.S. Accredited Investor Status Certificate in the form attached to this exercise form; OR

☐ (C) if the undersigned holder is a U.S. Holder, the undersigned holder has delivered to the Company and the Company's transfer agent an opinion of counsel of recognized standing (which will not be sufficient unless it is in form and substance satisfactory to the Company) or such other evidence satisfactory to the Company to the effect that with respect to the Shares to be delivered upon exercise of the Warrant, the issuance of such securities has been registered under the U.S. Securities Act and applicable state securities laws, or an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws is available.

Note: Certificates representing common shares will not be registered or delivered to an address in the United States unless box (B) or (C) immediately above is checked.

If the undersigned Holder has indicated that the undersigned Holder is a U.S. Accredited Investor by marking box (B) above, the undersigned Holder additionally represents and warrants to the Company that:

1 the undersigned Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the undersigned is able to bear the economic risk of loss of his or her entire investment;

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2. the undersigned is: (i) purchasing the Shares for his or her own account or for the account of one or more U.S. Accredited Investors with respect to which the undersigned is exercising sole investment discretion, and not on behalf of any other person; (ii) is purchasing the Shares for investment purposes only and not with a view to resale, distribution or other disposition in violation of United States federal or state securities laws; and (iii) in the case of the purchase by the undersigned of the Shares as agent or trustee for any other person or persons (each a "**Beneficial Owner**"), the undersigned holder has due and proper authority to act as agent or trustee for and on behalf of each such Beneficial Owner in connection with the transactions contemplated hereby; provided that: (x) if the undersigned holder, or any Beneficial Owner, is a corporation or a partnership, syndicate, trust or other form of unincorporated organization, the undersigned holder or each such Beneficial Owner was not incorporated or created solely, nor is it being used primarily to permit purchases without a prospectus or registration statement under applicable law; and (y) each Beneficial Owner, if any, is a U.S. Accredited Investor; and

3. the undersigned has not exercised the Warrants as a result of any form of general solicitation or general advertising (as such terms are used in Rule 502 of Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio, television, the Internet or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

The undersigned acknowledges and agrees that:

1. the Company has provided to the undersigned the opportunity to ask questions and receive answers concerning the terms and conditions of the offering, and the undersigned has had access to such information concerning the Company as the undersigned has considered necessary or appropriate in connection with the undersigned's investment decision to acquire the Shares;

2. if the undersigned decides to offer, sell or otherwise transfer any of the Shares, the undersigned must not, and will not, offer, sell or otherwise transfer any of such Shares directly or indirectly, unless:

(a) the sale is to the Company;

(b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;

(c) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or "blue sky" laws; or

(d) the Shares are sold in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities, and

the undersigned has prior to such sale pursuant to subsection (c) or (d), furnished to the Company an opinion of counsel of recognized standing in form and substance satisfactory to the Company to such effect;

3. the Shares are "restricted securities" under applicable federal securities laws and that the U.S. Securities Act and the rules of the United States Securities and Exchange Commission provide in substance that the undersigned may dispose of the Shares only pursuant to an effective registration statement under the U.S. Securities Act or an exemption therefrom;

4. the Company has no obligation to register any of the Shares;

5. the certificates representing the Shares (and any certificates issued in exchange or substitution for the Shares) will bear a legend stating that such securities have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, and may not be offered for sale or sold unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or unless an exemption from such registration requirements is available;

6. the legend may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel, of recognized standing in form and substance satisfactory to the Company, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

7. the financial statements of the Company have been prepared in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

8. there may be material tax consequences to the undersigned of an acquisition or disposition of the Shares;

9. funds representing the subscription price for the Shares which will be advanced by the undersigned to the Company upon exercise of the Warrants will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLA**") or the United States *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**PATRIOT Act**"), and the undersigned acknowledges that the Company may in the future be required by law to disclose the undersigned's name and other information relating to this exercise form and the undersigned's subscription hereunder, on a confidential basis, pursuant to the PCMLA or the PATRIOT Act. No portion of the subscription price to be provided by the undersigned (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, Canada, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the undersigned, and it shall promptly notify the Company if the undersigned discovers that any of such representations cease to be true and provide the Company with appropriate information in connection therewith; and

10. the undersigned consents to the Company making a notation on its records or giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Warrant Exercise Form.

In the absence of instructions to the contrary, the securities or other property will be issued in the name of or to the holder hereof and will be sent by first class mail to the last address of the holder appearing on the register maintained for the Warrants.

DATED this _____ day of _____, 20_____.

In the presence of:

Signature of Witness Signature of Holder

Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name

Address

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this exercise form is executed in the United States, or in accordance with industry standards

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

U.S. ACCREDITED INVESTOR STATUS CERTIFICATE

In connection with the exercise of certain outstanding warrants of **BODY AND MIND, INC.** (the "**Company**") by the holder, the holder hereby represents and warrants to the Company that the holder, and each beneficial owner (each a "**Beneficial Owner**"), if any, on whose behalf the holder is exercising such warrants, satisfies one or more of the following categories of Accredited Investor **(please write "W/H" for the undersigned holder, and "B/O" for each beneficial owner, if any, on each line that applies)**:

_____(1)

Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US$5,000,000; any employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);

_____(2)

Any private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940;

_____(3)

Any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US$5,000,000;

_____(4)

Any trust with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);

_____(5)

A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US$1,000,000 (for the purposes of calculating net worth, (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability);

_____(6) A natural person who had annual gross income during each of the last two full calendar years in excess of US$200,000 (or together with his or her spouse in excess of US$300,000) and reasonably expects to have annual gross income in excess of US$200,000 (or together with his or her spouse in excess of US$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US$200,000 (or that together with his or her spouse will not remain in excess of US$300,000) for the foreseeable future;

_____(7) Any director or executive officer of the Company; or

_____(8) Any entity in which all of the equity owners meet the requirements of at least one of the above categories – *if this alternative is selected you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.*

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Body and Mind, Inc.
750 - 1095 West Pender Street
Vancouver, BC V6E 2M6
Attention: Chief Executive Officer

FOR VALUE RECEIVED, the undersigned holder (the "**Transferor**") of the within Warrants hereby sells, assigns and transfers to _____ (the "**Transferee**"), _____ Body and Mind, Inc. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	ADDRESS	NUMBER OF WARRANTS

The Transferor hereby certifies that (check either A or B):

____ (A) the transfer of the Warrants is being completed pursuant to an exemption from the registration requirements of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), in which case the Transferor has delivered or caused to be delivered by the Transferee a written opinion of U.S. legal counsel of recognized standing in form and substance satisfactory to the Company to the effect that the transfer of the Warrants is exempt from the registration requirements of the U.S. Securities Act; or

_____(B) the transfer of the Warrants is being made in reliance on Rule 904 of Regulation S under the U.S. Securities Act, and certifies that:

(1) the undersigned is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Company (except solely by virtue of being an officer or director of the Company) or a "distributor", as defined in Regulation S, or an affiliate of a "distributor";

(2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States or (b) the transaction was executed on or through the facilities of a designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States;

(3) neither the seller nor any affiliate of the seller nor any person acting on their behalf engaged in any directed selling efforts in connection with the offer and sale of the Warrants;

(4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Warrants are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act);

(5) the Transferor does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities; and

(6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act.

Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act. If Option B is checked, the Company may, in its sole discretion, require the Transferor or the Transferee to furnish a written opinion of U.S. legal counsel or other documentation acceptable to the Company to the effect that the transfer of the Warrants is excluded from the registration requirements of the U.S. Securities Act.

DATED this _____ day of _____, 201_____.

Signature of Warrant Holder	Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, MSP). the stamp must bear the words “Signature Medallion Guaranteed”.

In the United States of America, signature guarantees must be done by members of a Medallion Signature Guarantee Program only. Signature guarantees are not accepted from Treasury Branches, Credit Unions or Caisses Populaires unless they are members of an acceptable Medallion Program.

If the Transferor is in a jurisdiction that does not have a Medallion Signature Guarantee Program, then the Transferor will provide such other documentation as reasonably required by the Company or its transfer agent, as applicable.

TRANSFEREE ACKNOWLEDGMENT

The Transferee acknowledges and agrees that the Warrants may not be offered, sold, pledged or otherwise transferred in the absence of: (a) an effective registration statement under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), relating thereto; or (b) an exemption from the registration requirements of the U.S. Securities Act. Each Warrant Certificate, and each certificate representing Shares issuable upon exercise thereof, shall contain a legend on the face thereof, in the appropriate form, setting forth the restrictions on transfer referred to in the Warrant Certificate, unless in the opinion of counsel for the holder thereof (which counsel shall be reasonably satisfactory to the Company), the securities represented thereby are not, at such time, required by law to bear such legend, or in the case of the Shares, are transferred pursuant to an effective registration statement under the U.S. Securities Act. The holder acknowledges and agrees that the Warrants represented by this Warrant Certificate, and the Shares issuable upon exercise thereof, constitute "restricted securities" under the U.S. Securities Act.

Any certificate issued at any time in exchange or substitution for any certificate bearing a restrictive legend shall also bear such legend unless in the opinion of counsel for the holder thereof (which counsel shall be reasonably satisfactory to the Company), the securities represented thereby are not, at such time, required by law to bear such legend.

In connection with this transfer the undersigned transferee (the "**Transferee**") certifies that the Transferor or Transferee is delivering a written opinion of U.S. legal counsel acceptable to the Company to the effect that this transfer of Warrants has been registered under the U.S. Securities Act or is exempt from registration thereunder.

DATED the 27 day of November, 2018

In the presence of:	(Signature of Transferee)
(Witness)	(Name of Transferee – Please print)
(Name of Witness – Please print)	(Capacity of Authorized Representative)

The Warrants and the Shares issuable upon exercise of the Warrants shall only be transferable in accordance with applicable laws. The Warrants may only be exercised in the manner required by the Warrant Certificate and the Warrant Exercise Form attached thereto. Any securities acquired pursuant to this exercise of Warrants shall be subject to applicable hold periods and any certificate representing such securities may bear restrictive legends.

[End of Appendix "C"]

EXHIBIT 10.4

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 28 day of November, 2018.

BETWEEN:

BODY AND MIND INC., having an office at 750-1095 West Pender street Vancouver, BC v6e 2m6, a Nevada corporation

(the "**Debtor**")

AND:

AUSTRALIS CAPITAL INC., having an office at 376 East Warm Springs Road, Suite 190, Las Vegas, Nevada, USA 89119, an Alberta corporation

(the "**Secured Party**")

WHEREAS:

A. The Debtor and the Secured Party have entered into a loan agreement dated as of the date hereof (the "**Loan Agreement**") pursuant to which the Debtor borrowed a loan in the principal amount of $4,000,000 USD (the "**Loan**") from the Secured Party; and

B. It is a condition of the Secured Party making the Loan to the Debtor that the Debtor grant the Security Interest (as hereinafter defined) to the Secured Party as security for repayment of the Loan.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the Debtor enters into this Agreement with the Secured Party as follows:

Obligations

1. This Agreement and the Security Interest are in addition to and not in substitution for any other security interest now or hereafter held by the Secured Party from the Debtor or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the Debtor to the Secured Party (including interest thereon), present or future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account and all future advances and re advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety, and for the performance and satisfaction of all obligations of the Debtor to the Secured Party relating to the Loan Agreement, whether or not contained in this Agreement and whether the Debtor be bound alone or with another or others (all of which indebtedness, liability, and obligations are collectively the "**Obligations**").

Creation of Security Interest

2. As security for the payment and performance of the Obligations, the Debtor, does:

(a) grant to the Secured Party, by way of security interest, mortgage, charge, assignment, and transfer, a security interest in all of the Debtor's present and after acquired personal property, and in all personal property in which the Debtor has rights, of whatever nature or kind and wherever situate, including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

(i) all inventory of whatever kind and wherever situate, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies, and containers relating to or used or consumed in connection with any of the foregoing (collectively the "**Inventory**");

(ii) all equipment of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, fixtures, furniture, furnishings, chattels, motor vehicles, vessels, and other tangible personal property of whatsoever nature or kind (collectively the "**Equipment**");

(iii) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, and demands of every nature and kind howsoever arising or secured, including letters of credit and advices of credit, which are now due, owing, or accruing or growing due to or owned by or which may hereafter become due, owing, or accruing or growing due to or owned by the Debtor (the "**Accounts**");

(iv) all contractual rights, insurance claims, licences, goodwill, patents, trademarks, trade names, copyrights, and other intellectual property of the Debtor or in which the Debtor has an interest, all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other intangible property of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Investment Property, or Money;

(v) all Money;

(vi) the undertaking of the Debtor;

(vii) all Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, and Investment Property now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor), and all other goods of the Debtor which are not Equipment, Inventory, or Accounts;

(viii) all deeds, documents, writings, papers, books of account and other books, and electronically recorded data relating to any of the foregoing or by which any of the foregoing is or may hereafter be secured, evidenced, acknowledged or made payable; and

(ix) all renewals, accretions and substitutions of any of the foregoing and all after acquired personal property and fixtures and crops in any form derived directly or indirectly from any dealing with the Collateral or Proceeds, including rights to insurance payments and any other payments representing indemnity or compensation for loss or damage to Collateral or Proceeds (the "**Proceeds**").

2.1 The grants, mortgages, charges, transfers, assignments and security interests herein created are collectively referred to in this Agreement as the "**Security Interest**".

2.2 All of the present and after-acquired personal property of the Debtor purported to be made subject to the Security Interest, is herein called the "**Collateral**".

2.3 The Secured Party acknowledges that the Security Interest granted hereunder by the Debtor is subordinated to that certain Master Promissory Note issued by Debtor totalling US $1,000,000 at 8% which is comprised of 6 security agreements with an effective date of November 2, 2019, commencing on Feb. 14, 2019 with a maturity date of Feb. 14, 2020

2.4 The terms "accounts", "Chattel Paper", "Consumer Goods", "Documents of Title", "financing statement", "financing change statement", "goods", "Instrument", "Intangibles", "Investment Property", "Money", "Proceeds", "Security Account", "Security Entitlement", "verification statement", as used in this Agreement have the meanings specified in the *Personal Property Security Act* (British Columbia) (the "**PPSA**") and shall be deemed to include both the singular and plural of such terms.

Future Collateral

3. The Debtor agrees to promptly inform the Secured Party in writing of the acquisition by the Debtor of any Collateral which are serial numbered goods (as defined in the PPSA) and to execute and deliver at its own expense from time to time amendments to this Agreement or additional agreements as may be reasonably required by the Secured Party in order that the Security Interest shall attach to all of the Collateral.

Attachment

4. The Debtor acknowledges that

(a) value has been given;

(b) the Debtor has rights in the Collateral (other than after-acquired Collateral); and

(c) the parties have not agreed to postpone the time for attachment of the Security Interest.

Dealings with Collateral

5. Until the occurrence of an Event of Default (which in this Agreement will have the meaning set forth in the Loan Agreement), the Debtor may collect the Accounts in the ordinary course of its business; except that all Accounts so collected shall be paid to the Secured Party immediately upon request made after the occurrence of an Event of Default.

Notification to Account Debtor

6. The Secured Party may, after the occurrence and during the continuation of an Event of Default,

(a) notify any person obligated to the Debtor in respect of an Account, Intangible, Chattel Paper or Instrument to make payment to the Secured Party of all such present and future amounts due or to become due under any Account, Intangible, Chattel Paper or Instrument;

(b) take control of the Proceeds; and

(c) apply any Money taken as Collateral to the satisfaction of the Obligations.

Exceptions

6.1 The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the Security Interest, but the Debtor will stand possessed of such last day in trust to assign and dispose of as the Secured Party shall direct.

6.2 The Security Interest shall not render the Lender liable to observe or perform any term or covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound. In addition, the Security Interest does not and shall not extend to, and the Collateral shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Security Interest herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Lender and shall assign such Contractual Rights to the Lender forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, if required by the Lender, use commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subject to the Security Interest herein.

6.3 All Consumer Goods are excepted from the Security Interest.

Representations of Debtor

7. The Debtor represents and warrants that:

(a) this Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Agreement and the performance of the obligations of the Debtor hereunder legal, valid and binding;

(b) the Debtor lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only security interests, if any, consented to in writing by the Secured Party, and the Debtor has good right and lawful authority to grant the Security Interest; and

(c) the chief executive office of the Debtor is in British Columbia.

Covenants of Debtor

8. The Debtor covenants and agrees with the Secured Party:

(a) not to change its name, its principal place of business, its chief executive office or the location of any of the Collateral without giving 30 days' prior written notice thereof to the Secured Party;

(b) not to sell, exchange, transfer, assign, lease or otherwise dispose of or deal in any way with Collateral or release, surrender or abandon possession of Collateral or move or transfer Collateral from British Columbia, or enter into any agreement or undertaking to do any of the foregoing except as may be permitted in this Agreement;

(c) not to create or permit to exist any encumbrance against any of the Collateral except the Security Interest created by this Agreement;

(d) to defend the title to the Collateral for the benefit of the Secured Party against all claims and demands;

(e) to promptly pay when due all taxes, assessments, rates, levies, payroll deductions, workers' compensation assessments, and any other charges which could result in the creation of a statutory lien or deemed trust in respect of the Collateral;

(f) to do, make, execute and deliver such further and other assignments, transfers, deeds, security agreements and other documents as may be required by the Secured Party to establish in favour of the Secured Party and perfect the Security Interest intended to be created hereby and to accomplish the intention of this Agreement and, if requested by the Secured Party, to specifically assign to the Secured Party, the Debtor's rights and interests (but not the Debtor's obligations) under any contracts to which the Debtor is a party;

(g) to pay all expenses, including reasonable solicitors' fees and disbursements, receivers' fees and disbursements, and accounting fees and disbursements incurred by or on behalf of the Secured Party, its lenders or any Receiver, as hereinafter defined, in connection with inspecting the Collateral, investigating title to the Collateral, the preparation, perfection, preservation, and enforcement of this Agreement, including taking, recovering and keeping possession of the Collateral and all expenses incurred by or on behalf of the Secured Party or such lenders or any Receiver in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the Security Interests, all of which expenses shall be payable forthwith upon demand with interest at the highest rate specified in the documents evidencing or agreements comprising the Obligations and shall form part of the Obligations; and

(h) to observe and perform all of its obligations under or in connection with any other security agreement creating a security interest over the Collateral or any part thereof.

Enforcement and Remedies

9. Upon the occurrence of one or more Events of Default, the Debtor shall be in default under this Agreement, the Obligations shall, at the option of the Secured Party, be immediately due and payable and the Security Interest shall become enforceable at the option of the Secured Party. Upon the Security Interest becoming enforceable, the Secured Party shall have the following remedies in addition to any other remedies available under the PPSA or otherwise at law or in equity or contained in the documents evidencing or agreements comprising the Obligations or any other agreement between the Debtor and the Secured Party, all of which remedies shall be independent and cumulative:

(a) entry of any premises where Collateral may be located;

(b) possession of Collateral by any method permitted by law;

(c) the sale or lease of Collateral;

(d) the collection of any rents, income, and profits received in connection with the business of the Debtor or the Collateral;

(e) the collection, realization, sale or other dealing with any Accounts of the Debtor;

(f) the appointment by instrument in writing of a receiver or a receiver-manager (each of which is herein called a "**Receiver**") of the Collateral;

(g) the exercise by the Secured Party of any of the powers set out in §13, without the appointment of a Receiver;

(h) proceedings in any court of competent jurisdiction for the appointment of a Receiver or for the sale of the Collateral; and

(i) the filing of proofs of claim and other documents in order to have the claims of the Secured Party lodged in any bankruptcy, winding-up, or other judicial proceeding relating to the Debtor.

Powers of Receiver

10. Any Receiver appointed by the Secured Party may be any person licensed as a trustee under the *Bankruptcy and Insolvency Act* (Canada), and the Secured Party may remove any Receiver so appointed and appoint another or others instead. Any Receiver appointed shall act as agent for the Debtor for all purposes, including the occupation of any premises of the Debtor and in carrying on the Debtor's business and the Secured Party shall not be liable for any act or omission of any Receiver. The Debtor agrees to ratify and confirm all actions of the Receiver and to release and indemnify the Receiver and the Secured Party in respect of all such actions. Any Receiver so appointed shall have the power:

(a) to enter upon, use, and occupy all premises owned or occupied by the Debtor;

(b) to take possession of the Collateral;

(c) to carry on the business of the Debtor;

(d) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor, and in the discretion of such Receiver, to charge and grant further security interests in the Collateral in priority to the Security Interest, as security for the money so borrowed;

(e) to sell, lease, or otherwise dispose of the Collateral in whole or in part and for cash or credit, or part cash and part credit on such terms and conditions and in such manner as the Receiver shall determine in its discretion;

(f) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the Accounts or any other obligation of any third party to the Debtor; and

(g) to exercise any rights or remedies which could have been exercised by the Secured Party against the Debtor or the Collateral.

Performance of Obligations

11. If the Debtor fails to perform any of its obligations hereunder, the Secured Party may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Secured Party hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor/client basis) incurred in connection therewith shall be payable by the Debtor to the Secured Party forthwith upon demand with interest at the highest rate specified in the documents evidencing or agreements comprising the Obligations.

Failure to Exercise Remedies

12. The Secured Party shall not be liable for any delay or failure to enforce any remedies available to it or to institute any proceedings for such purposes. The Secured Party may waive any Event of Default, provided that no such waiver shall be binding upon the Secured Party unless in writing nor shall it affect the rights of the Secured Party in connection with any other or subsequent Event of Default.

Application of Payments

13. All payments made in respect of the Obligations and all monies received by the Secured Party or any Receiver appointed by the Secured Party in respect of the enforcement of the Security Interest (including the receipt of any Money) may be held as security for the Obligations or applied in such manner as may be determined in the discretion of the Secured Party and the Secured Party may at any time apply or change any such appropriation of such payments or monies to such part or parts of the Obligations as the Secured Party may determine in its discretion. The Debtor shall remain liable to the Secured Party for any deficiency and any surplus funds realized after the satisfaction of all Obligations shall be paid in accordance with applicable law.

Dealings by Secured Party

14. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, and otherwise deal with the Collateral, the Debtor, debtors of the Debtor, sureties of the Debtor, and others as the Secured Party may see fit, without prejudice to the Obligations and the rights of the Secured Party to hold and realize upon the Security Interest. The Secured Party has no obligation to keep Collateral identifiable, or to preserve rights against other persons in respect of any Collateral.

Amalgamation by Debtor

15. The Debtor hereby acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term Debtor, when used herein, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted hereby:

(a) shall extend to Collateral owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation;

(b) shall secure the Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of amalgamation and any Obligations of the amalgamated corporation to the Secured Party arising after the amalgamation; and

(c) shall attach to Collateral owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation, and shall attach to any Collateral thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

Notice

16. Without prejudice to any other method of giving notice, any notice required or permitted to be given hereunder to any party shall be conclusively deemed to have been received by such party on the date following the sending thereof by prepaid private courier to such party at its address noted on the first page of this Agreement.

Separate Security

17. This Agreement and the Security Interest are in addition to and not in substitution for any other security now or hereafter held by the Secured Party in respect of the Debtor, the Obligations or the Collateral.

Secured Party Not Obliged to Advance

18. Nothing in this Agreement shall obligate the Secured Party to make any loan or accommodation to the Debtor, or extend the time for payment or satisfaction of any Obligations.

Severability

19. If any provision of this Agreement is be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

Time of Essence

20. Time is of the essence of this Agreement.

Grammatical Changes

21. This Agreement is to be read as if all changes in grammar, number and gender rendered necessary by the context had been made, specifically including a reference to a person as a corporation and vice versa.

Including

22. The word "including", when following any word or words is not to be construed as limiting the preceding word or words but the preceding word or words are to be construed as referring to all items or matters that could fall within the broadest possible interpretation of the preceding word or words.

Agreement Unconditional

23. There are no representations, warranties or collateral agreements by the Secured Party to the Debtor relating to the subject matter hereof and possession of an executed copy of this Agreement by the Secured Party constitutes conclusive evidence that it was executed and delivered by the Debtor free of all conditions.

Governing Law; Attornment

24. This Agreement shall be interpreted in accordance with the laws of British Columbia, and, without prejudice to the ability of the Secured Party to enforce this Agreement in any other proper jurisdiction, the Debtor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia.

Successors and Assigns

25. This Agreement and the Obligations may be assigned in whole or in part by the Secured Party to any person, firm or corporation without notice to or the consent of the Debtor. This Agreement may not be assigned by the Debtor without the prior written consent of the Secured Party. This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

Copy of Agreement

26. The Debtor acknowledges receipt of an executed copy of this Agreement.

Verification Statements; Financing Statements

27. The Debtor waives the right to receive any verification statement, financing statement or financing change statement related to this Agreement or related to any other security agreement in respect of the Obligations.

[*Remainder of this page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor as of the day and year first above written.

BODY AND MIND INC.

Per: */s/ Leonard Clough*
Authorized Signatory

EXHIBIT 99.1

NEWS RELEASE – For Immediate Distribution

Body and Mind Enters Agreement to Acquire Iconic Dispensary Chain in California

VANCOUVER, B.C., CANADA (November 29, 2018) – Body and Mind Inc. (CSE: BAMM, US OTC: BMMJ) (the **"Company" or "BaM"**) and Australis Capital Inc. (CSE: AUSA) ("**Australis**") are pleased to announce an investment by BaM into Green Light District Holdings, Inc. ("GLDH") by way of a USD $5,200,000 senior secured convertible note at a rate equal to 20% per annum. The note is convertible into 89.75% of the shares of GLDH at the option of the Company. In addition, BaM has an agreement to issue additional consideration to David Barakett totalling USD $6,297,580 payable in shares of BaM at price of CAD $0.7439 upon meeting certain milestones ("Earn Out Shares"). The price was calculated using a 5-day volume weighted average price as of November 28, 2018. BaM's investment in GLDH was funded in part by a $4,000,000 secured loan from Australis.

GLDH is the owner of the well-known ShowGrow dispensary brand and owner of the ShowGrow Long Beach dispensary, 43% of the equity interest and 60% of the voting rights in the ShowGrow San Diego dispensary, 30% equity interest in ShowGrow Las Vegas, and 100% ownership of the popular ShowGrow app. The dispensaries are in various stages of licensing: Long Beach has a medical license, San Diego has a conditional use permit ("CUP"), and Las Vegas has a recreational license. GLDH focuses on building dispensaries in high volume locations and will continue to work toward receiving its recreational status at both Long Beach and San Diego. ShowGrow San Diego still requires build out and is not yet open for business.

The highlights of this transaction are as follows:

- Provides a beachhead for BaM to establish operations in California, which will assist BaM in rolling out its brands beyond Nevada and Ohio;
- Expands exposure to retail and provides BaM access to a seasoned retail management team that can also assist in adding value to the Ohio and Nevada platforms;
- Provides exposure to high-growth, near-term revenue producing assets with solid earnings potential;
- Provides additional optionality of new retail licensing via ShowGrow Nevada, which has applied for new retail licenses that could be awarded in early December;
- Access to deep domain knowledge of the California cannabis industry, and a solid pipeline of deal flow; and
- Provides shareholders first hand evidence of the strong relationship with Australis, which enabled BaM to capitalize on a timely opportunity.

Leonard Clough, BaM's CEO commented, "Our gratitude goes to the team at Australis, who worked tirelessly in assisting us in getting this deal completed within a one-week period. Australis not only provided BaM with a secured credit facility, but also agreed to exercise approximately 3.2 million warrants to allow us to maintain a responsible debt to equity ratio. This is a demonstration of how the Australis and BaM relationship benefits both our shareholders. Secondly, I am happy to welcome David to our team and believe that this opportunity is multi-dimensional as it provides a benefit to almost all our business segments."

Scott Dowty, CEO of Australis commented, “We are consistently looking for high impact transactions that can assist our portfolio companies in creating outsized returns and the ShowGrow deal does exactly that for BaM. This deal provides BaM access to a tremendous market beyond Nevada and Ohio, and the ability to leverage the BaM brand further. David Barakett’s experience in the industry is also a great addition to an already strong management team at BaM. We will continue to support BaM in new deals while also identifying opportunities within our ecosystem that can further benefit BaM, our largest and most significant investment to date.”

Funding Agreements

To fund this transaction, Australis provided BaM a two-year USD $4,000,000 loan (“AUSA Debt Financing”) by way of a senior secured note bearing an interest rate of 15%. The terms require semi-annual interest payments unless BaM elects to accrue the interest by adding it to the principal amount of the debt facility. The Company will maintain prepayment rights at any time, in any amount, unless it is within the first year in which case the Company will be required to pay a 5% prepayment penalty on the amount repaid. The Company paid a finance fee to Australis in the amount of 1,105,083 BaM shares at a deemed price of CAD $0.72 per share.

In addition, Australis has agreed to exercise USD $1.2m in warrants out of the 16m warrants they already hold in BaM at CAD $0.50, which will equate to approximately 3.2m shares depending on the USD / CAD exchange rate when exercised. Australis will have 5 business days from the funding agreement dated November 28th, 2018 to exercise its warrants in BaM.

As a result of this transaction, and the potential dilution associated with the Earn-Out Shares owed to David Barakett, who is entitled to receive shares in BaM subject to meeting certain performance milestones, the Company has granted anti-dilution warrants with a 2-year term from issuance to Australis at a ratio of 0.4337 for every share issued to David Barakett, at a price equal to the Earn-Out Shares or otherwise at the lowest price permitted under the policies of the Canadian Securities Exchange.

The Company also agreed to increase the monthly services fee to Australis to total $16,500 per month for 5 years unless ownership held by Australis drops below 10% in which the fee will cease.

Canaccord Genuity Corp. acted as financial advisor to BaM in connection with the Transaction.

About Australis Capital Inc.

Australis Capital identifies and invests in the cannabis industry predominately in the United States, a highly regulated, fragmented, rapidly expanding and evolving industry. Investments may include and are not limited to equity, debt or other securities of both public and private companies, financings in exchange for royalties or other distribution streams, and control stake acquisitions. Australis Capital adheres to stringent investment criteria and will focus on significant near and mid-term high-quality opportunities with strong return potentials while maintaining a steadfast commitment to governance and community. Australis Capital's Board, Management and Advisory Committee members have material experience with, and knowledge of, the cannabis space in the U.S., extensive backgrounds in highly regulated industries, adherence to stringent regulatory compliance, public company and operational expertise. In addition to the Company's expertise and strong execution on strategic M&A, which to date includes Rthm Technologies Inc and Body and Mind Inc., Australis has developed strategic partnerships with companies such as Wagner Dimas.

Australis' Common shares trade on the CSE under the symbol "AUSA".

For further information about Australis, please visit the website at ausacap.com or contact the Company by e-mail at ir@ausacap.com.

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

For further information, please contact:

Michael Mills 778-389-0007
mmills@bamcannabis.com

About Body and Mind

BaM is a publicly traded company investing in high quality medical and recreational cannabis cultivation and production and retail. Our wholly-owned Nevada subsidiary was awarded one of the first medical marijuana cultivation licences and holds cultivation and production licenses in Nevada and partial ownership of a production and dispensary license in Ohio. BaM products include dried flower, edibles, topicals, extracts as well as GPEN Gio cartridges. BaM marijuana strains have won numerous awards including the Las Vegas Hempfest Cup 2016, High Times Top Ten, the NorCal Secret Cup and the Emerald Cup.

BaM continues to expand operations in Nevada and Ohio and is constantly reviewing accretive expansion opportunities.

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 securities.

EXHIBIT 99.2

NEWS RELEASE– For Immediate Distribution

Body and Mind Inc. Renews License Agreement with Leading Vape Pen Innovator G Pen

VANCOUVER, B.C., CANADA (December 4, 2018) – Body and Mind Inc. (CSE: BAMM, US OTC PINK: BMMJ) (the **"Company" or "BaM"**) announced today that it has renewed the successful license agreement with G Pen, a company that is at the forefront of engineering the most advanced, user-friendly portable vaporizers in the world. A report by Arcview Market Research and BDS Analytics detailed by Forbes outlined that consumer spending on cannabis concentrates in the United States has increased 49 % in the last year and is projected to reach almost $ 3 Billion USD in the United States in 2018.

Body and Mind Inc. will be one of only two companies supplying the G Pen Gio cartridges in the state of Nevada and the term of the license agreement is one year. The company intends to capitalize on the market by incorporating Body and Mind's recognized flavours into the cartridges.

"The vaping market is growing rapidly and we're delighted to have renewed this collaboration with G Pen, a leader in the expanding vaporizer market," stated Body and Mind director Robert Hasman. "This is further affirmation of the brand strength of BaM as a supplier of premium products as well as our distribution system throughout the state. As adult recreational cannabis use becomes more widespread we are seeing a marked transition from smoking dried flower to vaporizing cannabis distillate."

Chris Folkerts, founder and chief executive officer of Grenco Science, innovators of G Pen, commented: "Nevada is one of the most important markets for us and our success to date has been choosing the right deployment partners. As a result, we have already surpassed our goal of having the G Pen Gio available in over 500+ dispensaries throughout the United States by calendar year-end. Our partnership with Body and Mind has been excellent. Not only do they cultivate premium flower under a quality brand, but they have an extensive distribution network that has driven sales success in Nevada. Our relationship with Body and Mind has been excellent and we are very pleased to continue working with a company that is passionate about quality."

Body and Mind offers G Pen Gio 0.5 gram cartridges in a wide assortment of strains. Cartridges with THC distillate include strains such as Super Jack, Lemon G, StrawNana, Bubble Gum, Grape Ape and DJ Short's Blueberry and range from 74 % THC to 86 % THC. G Pen Gio cartridges are also available in one to one THC/CBD combinations and include distillate from strains including Lemon G, StrawNana, Bubble Gum, Grape Ape and DJ Short's Blueberry.

For further information, please contact:

Michael Mills
778-389-0007
mmills@bamcannabis.com

About Body and Mind

BaM is a publicly traded company investing in high quality medical and recreational cannabis cultivation and production and retail. Our wholly-owned Nevada subsidiary was awarded one of the first medical marijuana cultivation licences and holds cultivation and production licenses. BaM products include dried flower, edibles, topicals, extracts as well as GPEN Gio cartridges. BaM marijuana strains have won numerous awards including the Las Vegas Hempfest Cup 2016, High Times Top Ten, the NorCal Secret Cup and the Emerald Cup.

BaM continues to expand operations in Nevada and Ohio and is constantly reviewing accretive expansion opportunities.

About Grenco Science

Grenco Science® leads at the forefront of ingenuity and aptitude, consistently engineering the most advanced, user-friendly portable vaporizers in the world. The first to market a tank system specifically designed for essential fluids and personal aromatherapy regimens, Grenco Science integrates superior functionality with the convenience of transportability. To continually give back to the community, Grenco Science established the *Charity Series*, a collection of products tied to nonprofit organizations wherein a portion of net proceeds are donated with each purchase; and the *Artist Series*, an installment of collaborations with industry leading artists and brand ambassadors.

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.

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