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

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **October 31, 2020**

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: **000-55940**

BODY AND MIND INC.

(Exact name of registrant as specified in its charter)

NEVADA	**98-1319227**
(State or other jurisdiction of organization)	(I.R.S. employer identification no.)
750 – 1095 West Pender Street **Vancouver, British Columbia, Canada**	**V6E 2M6**
(Address of principal executive offices)	(Zip code)

(800) 361-6312
(Registrant's telephone number, including area code)

None
(Former name, former address, and former fiscal year, if changed since last report)

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

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

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date: 108,377,778 shares of common stock outstanding as of January 25, 2021.

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PART I - FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS

Body and Mind Inc. Statement 1

Condensed Consolidated Interim Balance Sheets
(U.S. Dollars)

ASSETS	As of 31 October 2020	As of 31 July 2020
Current		
Cash	$ 1,328,847	$ 1,352,130
Amounts receivable	1,347,640	972,705
Interest receivable on convertible loan *(Note 6)*	96,000	78,000
Prepaids	224,289	138,016
Inventory *(Note 5)*	1,867,230	1,769,837
Convertible loan receivable *(Note 6)*	1,424,992	1,290,263
Loan receivable *(Note 7)*	239,834	-
Total Current Assets	6,528,832	5,600,951
Investment in NMG Ohio LLC *(Note 16)*	-	3,161,240
Investment in and advances to GLDH *(Note 17)*	-	8,910,854
Property and Equipment *(Note 8)*	8,011,661	6,733,019
Brand and Licenses	20,751,975	11,757,483
Goodwill	5,279,136	2,635,721
TOTAL ASSETS	$ 40,571,604	$ 38,799,268
LIABILITIES		
Current		
Accounts payable	$ 1,960,754	$ 753,846
Accrued liabilities	34,617	30,712
Income taxes	2,118,329	1,609,479
Due to related parties *(Note 9)*	44,130	52,937
Loan payable *(Note 10)*	7,730	-
Lease liabilities *(Note 18)*	448,997	362,688
Total Current Liabilities	4,614,557	2,809,662
Lease Liabilities *(Note 18)*	2,165,745	1,806,212
Loan Payable to NMG Ohio LLC *(Note 16)*	-	466,495
Deferred Tax Liability	412,450	412,450
TOTAL LIABILITIES	7,192,752	5,494,819
STOCKHOLDERS' EQUITY		
Capital Stock- *Statement 3 (Note 11)*		
Authorized:		
900,000,000 Common Shares - Par Value $0.0001		
Issued and Outstanding:		
108,307,278 (31 July 2020 - 107,513,812) Common Shares	10,830	10,751
Additional Paid-in Capital	48,250,272	47,665,678
Shares to be Issued	19,703	19,703
Other Comprehensive Income	999,865	731,768
Deficit	(15,658,153)	(14,865,608)
TOTAL STOCKHOLDERS' EQUITY ATTRIBUTABLE TO BAM	33,622,517	33,562,292
NON-CONTROLLING INTEREST	(243,665)	(257,843)
TOTAL EQUITY	33,378,852	33,304,449
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 40,571,604	$ 38,799,268

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

Body and Mind Inc. Statement 2

Condensed Consolidated Interim Statements of Operations
(U.S. Dollars)

	Three Month Period Ended 31 October	
	2020	**2019**
Sales	$ 5,294,358	$ 1,441,626
Cost of sales	(3,494,304)	(1,121,497)
	1,800,054	320,129
General and Administrative Expenses		
Accounting and legal	167,077	44,193
Business development	1,409	-
Consulting fees	85,731	220,227
Depreciation	245,337	4,875
Insurance	72,720	28,725
Lease expense	88,603	56,704
Licenses, utilities and office administration	575,245	304,724
Management fees	132,226	129,578
Regulatory, filing and transfer agent fees	6,576	16,736
Rent	38,351	12,365
Salaries and wages	782,618	484,051
Stock-based compensation	287,631	289,578
Travel	11,839	50,901
	(2,495,363)	(1,642,657)
Net Operating Loss Before Other Income (Expenses)	(695,309)	(1,322,528)
Other Income (Expenses)		
Foreign exchange, net	39	(82,920)
Interest expense	(735)	-
Interest income	106,143	278,000
Management fee income	-	18,000
Other income	88,422	125,000
Bargain purchase *(Note 14)*	208,176	-
Equity in earnings *(Note 16)*	24,872	87,651
Net Loss for the Period Before Income Tax	$ (268,392)	$ (896,797)
Income tax expense	(509,975)	-
Net Loss for the Period	(778,367)	(896,797)
Other Comprehensive Income		
Foreign currency translation adjustment	268,097	119,193
Comprehensive Loss for the Period	$ (510,270)	$ (777,604)
Net income (loss) attributable to:		
Body and Mind Inc.	(792,545)	(896,797)
Non-controlling interest	14,178	-
Comprehensive loss attributable to:		
Body and Mind Inc.	(524,448)	(797,604)
Non-controlling interest	14,178	-
Loss per Share - Basic and Diluted	$ (0.01)	$ (0.01)
Weighted Average Number of Shares Outstanding	107,600,058	101,149,232

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

Body and Mind Inc. Statement 3

Condensed Consolidated Interim Statements of Changes in Stockholders' Equity
(U.S. Dollars)

	Share Capital Common Shares		Additional paid-in capital	Shares to be issued	Other comprehensive income	Deficit	Non-controlling interest	Total
	Number	Amount						
Balance - 31 July 2019	97,279,891	$ 9,728	$41,765,408	$ 1,118,815	$ 827,314	$(10,525,062)	$ -	$33,196,203
Acquisition of GLDH *(Note 17)*	4,337,111	434	2,752,348	-	-	-	-	2,752,782
Exercise of warrants *(Note 11)*	143,230	14	75,535	-	-	-	-	75,549
Stock-based compensation *(Note 11)*	-	-	289,578	-	-	-	-	289,578
Share subscriptions received in advance	-	-	-	15,291	-	-	-	15,291
Foreign currency translation adjustment	-	-	-	-	119,193	-	-	119,193
Loss for the period	-	-	-	-	-	(896,797)	-	(896,797)
Balance - 31 October 2019	101,760,232	10,176	44,882,869	1,134,106	946,507	(11,421,859)	-	35,551,799
Balance - 31 July 2020	107,513,812	10,751	47,665,678	19,703	731,768	(14,865,608)	(257,843)	33,304,449
Acquisition of NMG Ohio LLC *(Note 16)*	793,466	79	296,963	-	-	-	-	297,042
Stock-based compensation *(Note 11)*	-	-	287,631	-	-	-	-	287,631
Foreign currency translation adjustment	-	-	-	-	268,097	-	-	268,097
Loss for the period	-	-	-	-	-	(792,545)	14,178	(778,367)
Balance - 31 October 2020	108,307,278	$ 10,830	$48,250,272	$ 19,703	$ 999,865	$(15,658,153)	$ (243,665)	$33,378,852

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

Body and Mind Inc. Statement 4

Condensed Consolidated Interim Statements of Cash Flows
(U.S. Dollars)

	Three Month Period Ended 31 October	
Cash Resources Provided By (Used In)	**2020**	**2019**
Operating Activities		
Net loss for the period	$ (778,367)	$ (896,797)
Items not affecting cash:		
Accrued interest and accretion	74,435	-
Accrued interest income	(106,143)	(260,000)
Amortization of licenses	225,508	-
Amortization of ROU assets	52,959	-
Depreciation	125,727	78,597
Foreign exchange	(112,139)	1,377
Gain of equity investee	(24,872)	(87,651)
Bargain purchase	(208,176)	-
Stock-based compensation	287,631	289,578
Amounts receivable and prepaids	(152,046)	(274,101)
Inventory	259,435	143,199
Trade payables and accrued liabilities	34,962	(221,158)
Income taxes	508,850	-
Due to related parties	(8,807)	28,751
Lease liabilities	(117,656)	-
Loan to NMG Ohio LLC	(228,736)	-
Cash used in operating activities	(167,435)	(1,198,205)
Investing Activities		
Investment in NMG Ohio, LLC , net of cash received	(136,326)	(16,469)
Investment in GLDH	251,189	(512,506)
Other investments	-	(144,613)
Purchase of property and equipment	(99,619)	(429,780)
Convertible loan receivable	(134,729)	(14,941)
Cash used in investing activities	(119,485)	(1,118,309)
Financing Activities		
Issuance of shares, net of share issue costs	-	75,549
Share subscriptions received	-	15,291
Loan repaid	(4,460)	-
Cash (used in) provided by financing activities	(4,460)	90,840
Effect of exchange rate changes on cash	268,097	119,193
Net Decrease in Cash	(23,283)	(2,106,481)
Cash- Beginning of Period	1,352,130	9,004,716
Cash- End of Period	$ 1,328,847	$ 6,898,235

Supplemental Disclosures with Respect to Cash Flows *(Note 13)*

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

1. Nature and Continuance of Operations

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

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

Principles of Consolidation

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

Name	Jurisdiction	Ownership	Date of acquisition or formation
DEP Nevada Inc. ("DEP Nevada")	Nevada, USA	100%	10 August 2017
Nevada Medical Group LLC ("NMG")	Nevada, USA	100%	14 November 2017
NMG Retail LLC	Nevada, USA	75%	14 September 2018
NMG Long Beach LLC ("NMG LB")	California, USA	100%	18 December 2018
NMG Cathedral City LLC	California, USA	100%	4 January 2019
NMG Chula Vista LLC	California, USA	51%	10 January 2019
NMG San Diego LLC ("NMG SD")	California, USA	60%	30 January 2019
NMG OH 1, LLC ("NMG OH 1")	Ohio, USA	100%	30 January 2020

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

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

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

2. Recent Accounting Pronouncements

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

2. Recent Accounting Pronouncements – *Continued*

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

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

3. Significant Accounting Policies

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

Basis of presentation

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

Amounts receivable

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

Revenue recognition

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

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

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

3. Significant Accounting Policies – *Continued*

Inventory

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

Property and equipment

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

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

Brands and licenses

Intangible assets acquired from third parties are measured initially at fair value and either classified as indefinite life or finite life depending on their characteristics. Intangible assets with indefinite lives are tested for impairment at least annually and intangible assets with finite lives are reviewed for indicators of impairment at least annually. The Company's brands and licenses acquired from NMG have indefinite lives; therefore no amortization is recognized. The Company's brands and licenses acquired by NMG SD have a finite life of 13 years, brands and licenses acquired by NMG LB and NMG OH 1 have a finite life of 10 years and are amortized over these estimated useful lives on a straight-line basis.

Income taxes

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

Basic and diluted net loss per share

The Company computes net income (loss) per share in accordance with ASC 260, "Earnings per Share". ASC 260 requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic EPS is computed by dividing net income (loss) available to common shareholders (numerator) by the weighted average number of shares outstanding (denominator) during the period. Diluted EPS gives effect to all dilutive potential common shares outstanding during the period using the treasury stock method using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. Diluted EPS excluded all dilutive potential shares if their effect is anti-dilutive.

3. Significant Accounting Policies – *Continued*

Comprehensive loss

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

Foreign currency translation

The Company's functional currency is the Canadian dollar and its reporting currency is in U.S. dollars. The Company's subsidiaries have a functional currency in U.S. dollars. The consolidated financial statements of the Company are translated to U.S. dollars in accordance with ASC 830, "Foreign Currency Matters". Exchange gains and losses on inter-company balances that form part of the net investment in foreign operations are included in other comprehensive income. Monetary assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date. Gains and losses arising on translation or settlement of foreign currency denominated transactions or balances are included in the determination of net loss.

Stock-based compensation

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

Fair value measurements

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

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

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

3. Significant Accounting Policies – *Continued*

Fair value measurements – *Continued*

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

Use of estimates and assumptions

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

Lease accounting

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

4. Financial Instruments

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

	As of 31 October 2020	As of 31 July 2020
Financial assets at fair value		
Cash	$ 1,328,847	$ 1,352,130
Convertible loan receivable	1,424,992	1,290,263
Loan receivable	239,834	-
Total financial assets at fair value	$ 2,993,673	$ 2,642,393

Management of financial risks

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

Credit risk

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

4. Financial Instruments – *Continued*

Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company ensures, as far as reasonably possible, that it will have sufficient capital in order to meet short-term business requirements, after taking into account cash flows from operations and the Company's holdings of cash. The Company has an accumulated deficit of $15,658,153, recurring losses of $778,367 and negative cash flows from operations of $167,435 for the three months ended 31 October 2020, and had working capital of $1,914,275 at 31 October 2020. There can be no assurance that the Company will be successful with generating and maintaining profitable operations or will be able to secure future debt or equity financing for its working capital and expansion activities.

Interest rate risk

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

Currency risk

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

5. Inventory

	31 October 2020	31 July 2020
Work in progress	$ 78,255	$ 211,621
Finished goods	1,232,759	959,939
Consumables	556,216	598,277
Total	$ 1,867,230	$ 1,769,837

6. Convertible loan receivable

Effective March 15, 2019, the Company, through its wholly owned subsidiaries, DEP Nevada and NMG, entered into a convertible loan agreement and a management agreement with Comprehensive Care Group LLC ("CCG"), an Arkansas limited liability company, with respect to the development of a medical cannabis dispensary facility in West Memphis, Arkansas.

Pursuant to the management agreement, NMG will provide operations and management services, including management, staffing, operations, administration, oversight, and other related services. Under the management agreement, NMG will be required to obtain approval from CCG for any key decisions as defined in the agreement and accordingly the Company does not control CCG. NMG will be paid a monthly management fee equal to 66.67% of the monthly net profits of CCG, subject to conversion of the convertible loan as discussed below upon which the monthly management fee shall be $6,000 per month, unless otherwise agreed by the parties in writing. The Company earned management fees of $Nil and $18,000 during the three months ended 31 October 2020 and 2019.

6. Convertible loan receivable – *Continued*

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

The Company evaluated the convertible loan receivable's settlement provisions and elected the fair value option in accordance with ASC 825 "Financial Instruments", to value this instrument. Under such election, the loan receivable is measured initially and subsequently at fair value, with any changes in the fair value of the instrument being recorded in the consolidated financial statements as a change in fair value of the financial instruments. The Company estimates the fair value of this instrument by first estimating the fair value of the straight debt portion, excluding the embedded conversion option, using a discounted cash flow model. The Company then estimates the fair value of the embedded conversion option using the Black-Scholes Option Pricing Model. The sum of these two valuations is the fair value of the loan receivable balance of $1,424,992 and $1,290,263 as of October 31, 2020 and July 31, 2020, respectively. Management believes that the accretion of the straight debt portion and embedded derivative related to the conversion option are not material due to the short term maturity of the loan. At 31 October 2020, the Company had advanced $134,729 (2019 - $67,166) and accrued interest income of $18,000 (2019 - $45,000) for the three months ended 31 October 2020. As of 31 October 2020, total interest receivable was $96,000 (31 July 2020 - $78,000).

7. Loan receivable

The loan receivable at 31 October 2020 in the amount of $224,289 acquired from NMG LB (Note 14) is due from an arm's length party that is unsecured, non-interest bearing and due on demand.

8. Property and Equipment

	Office Equipment	Cultivation Equipment	Production Equipment	Kitchen Equipment	Vehicles	Vault Equipment	Leasehold Improvements	Right-of-use Assets	Total
Cost:									
Balance, 31 July 2020	73,310	478,187	545,723	51,108	38,717	2,172	4,245,389	2,257,055	7,691,661
Additions	50,725	-	19,920	-	-	-	28,973	-	99,618
Acquisitions (Note 14)	287,015	-	-	-	-	-	581,631	489,063	1,357,709
Balance, 31 October 2020	411,050	478,187	565,643	51,108	38,717	2,172	4,855,993	2,746,118	9,148,988
Accumulated Depreciation:									
Balance, 31 July 2020	15,844	182,232	130,421	14,421	18,797	897	472,790	123,240	958,642
Depreciation	8,720	17,218	20,009	1,840	1,394	78	76,468	-	125,727
Amortization of ROU assets (Note 18)	-	-	-	-	-	-	-	52,959	52,959
Balance, 31 October 2020	24,564	199,450	150,430	16,261	20,191	975	549,258	176,198	1,137,327
Net Book Value:									
At 31 July 2020	**57,466**	**295,955**	**415,302**	**36,687**	**19,920**	**1,275**	**3,772,599**	**2,133,815**	**6,733,019**
At 31 October 2020	**$ 386,486**	**$ 278,737**	**$ 415,213**	**$ 34,847**	**$ 18,526**	**$ 1,197**	**$ 4,306,735**	**$2,569,920**	**$8,011,661**

For the three months ended 31 October 2020, a total depreciation of $19,828 (2019 - $4,875) was included in General and Administrative Expenses and a total depreciation of $105,899 (2019 - $73,721) was included in Cost of Sales.

9. Related Party Balances and Transactions

In addition to those disclosed elsewhere in these consolidated financial statements, related party transactions paid/accrued for the three months ended 31 October 2020 and 2019 are as follows:

	For the three months ended 31 October 2020	For the three months ended 31 October 2019
A company controlled by the President, Chief Executive Officer and a director		
Management fees	$ 37,525	$ 41,867
A company controlled by the Chief Financial Officer and a director		
Management fees	22,686	22,668
A company controlled by a former director and former President of NMG		
Management fees	55,000	50,000
A company controlled by the Corporate Secretary		
Management fees	17,015	5,667
Consulting fees	-	1,551
A company controlled by the former Chief Executive Officer and a former director		
Management fees	-	9,376
	$ 132,226	$ 131,129

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

a) As of 31 October 2020, the Company owed $31,210 (31 July 2020 - $14,229) to the Chief Executive Officer of the Company and a company controlled by him.

b) As of 31 October 2020, the Company owed $7,920 (31 July 2020 - $7,833) to the Chief Financial Officer of the Company and a company controlled by him.

c) As of 31 October 2020, the Company owed $Nil (31 July 2020 - $5,875) to the Corporate Secretary of the Company and a company controlled by him.

d) As of 31 October 2020, the Company owed $5,000 (31 July 2020 - $25,000) to the former director and former President of NMG of the Company and a company controlled by him.

e) The Company entered into a commercial advisory agreement with Australis Capital (Nevada) Inc. (“Australis Nevada”), a wholly-owned subsidiary of Australis, a major shareholder, pursuant to which Australis Nevada will provide advisory and consulting services to the Company at $10,000 per month for a term ending on the date that is the earlier of: (i) five years following the closing of the transactions contemplated by the Investment Agreement, and (ii) the date Australis no longer holds 10% or more of the issued and outstanding Common Shares. During the three months ended 31 October 2020, the Company paid an advisory fee of $36,000 (2019 - $48,000), respectively.

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

10. Loan Payable

The loan payable at 31 October 2020 in the amount of $7,730 assumed from NMG LB (Note 14) is unsecured, non-interest bearing and has no set terms of repayment.

11. Capital Stock

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

As at October 31, 2020, the Company had 108,307,278 outstanding Common Shares (July 31, 2020 – 107,513,812).

On 12 August 2019, the Company issued a total of 4,337,111 common shares of the Company in connection with the Purchase Agreement, NMG SD Settlement Agreement and the Lease Assignment Agreement valued at $2,752,782 (Notes 13 and 17).

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

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

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

On 21 October 2020, the Company issued 793,466 common shares valued at $297,042 in relation to acquiring the remaining 70% interest in NMG Ohio (Notes 13 and 16).

Stock options

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

The Company recorded total stock-based compensation expense of $287,631 and $289,578 for the three months ended 31 October 2020 and 2019, respectively, in connection with the issuance of options to purchase common stock. Stock-based compensation expense is included in general and administrative expenses on the accompanying statements of operations.

	Number of options	Weighted average exercise price	Weighted average contractual term remaining (in years)	Aggregate intrinsic value
Outstanding at 31 July 2020	9,155,000	CAD$ 0.70	3.48	CAD$ -
Cancelled	-			
Outstanding at 31 October 2020	9,155,000	CAD$ 0.70	3.24	CAD$ -
Vested and fully exercisable at 31 October 2020	5,355,000	CAD$ 0.65	2.63	CAD$ -

11. Capital Stock – *Continued*

Share Purchase Warrants

As of 31 October 2020 and 31 July 2020, the following warrants are outstanding:

Number of warrants outstanding and exercisable	Exercise price		Expiry dates
11,780,134	CAD$	1.50	17 May 2023
635,150	CAD$	1.25	16 May 2023
12,415,284			

12. Segmented Information and Major Customers

The Company's activities are all in the one industry segment of medical and recreational cannabis. All of the Company's revenue generating activities and capital assets relate to this segment and are located in the USA. During the three months ended 31 October 2020, the Company had no major customer over 10% of its revenues (2019 – no major customer over 10% of its revenue).

13. Supplemental Disclosures with Respect to Cash Flows

	Three Months Ended 31 October	
	2020	2019
Cash paid during the period for interest	$ -	$ -
Cash paid during the period for income taxes	$ -	$ -

On 12 August 2019, the Company issued a total of 4,337,111 common shares of the Company in connection with the Purchase Agreement, NMG SD Settlement Agreement and the Lease Assignment Agreement valued at $2,752,782 (Notes 11 and 17).

On 21 October 2020, the Company issued 793,466 common shares valued at $297,042 in relation to acquiring the remaining 70% interest in NMG OH 1 (Notes 11 and 16).

On the assumption of the lease in Long Beach, California, the Company recognized right-of-use assets (Notes 8 and 18), and a corresponding increase in lease liabilities, in the amount of $254,329 which represented the present value of future lease payments using a discount rate of 12% per annum.

14. Business Acquisition

The Clubhouse dispensary

On 4 September 2020, NMG OH 1 received all approvals and final license and name transfer from the Ohio Department of Pharmacy for Clubhouse dispensary located in Elyria, Ohio.

Purchase consideration (Note 16)	**$ 3,873,170**
Assets acquired:	
Cash	257,462
Amounts receivable	510,367
Prepaid expenses	4,965
Inventory	178,898
Property and equipment	863,244
Licenses and customer relationships	2,710,000
Liabilities assumed:	
Trade payable and accrued liabilities	(443,590)
Net assets acquired	4,081,346
Bargain purchase	(208,176)
TOTAL	**$ 3,873,170**

ShowGrow Long Beach dispensary

On 28 August 2020, NMG LB received all approvals and final license transfer for the ShowGrow Long Beach dispensary.

Purchase consideration (Note 17)	**$ 8,912,733**
Assets acquired:	
Cash	65,340
Prepaid expenses	15,264
Inventory	177,930
Loan receivable (Note 7)	239,834
Property and equipment	5,402
Liabilities assumed:	
Trade payable and accrued liabilities	(732,262)
Loans payable (Note 10)	(12,190)
Net liabilities acquired	(240,682)
Brand and licenses	6,510,000
Goodwill	2,643,415
TOTAL	**$ 8,912,733**

15. Commitments

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

b) On 25 October 2017, NMG Ohio entered into a five-year lease agreement for the property located at 709 Sugar Lane, Elyria, Ohio, containing approximately 4,100 square feet. The monthly rent is $4,000. The Body and Mind branded dispensary in Ohio is owned through a 100% owned subsidiary of the Company.

c) On 13 June 2019, the five-year lease agreement dated 1 December 2018 for the property located at 7625 Carroll Road, San Diego, California, containing approximately 4,600 square feet was assigned to NMG San Diego. Under the terms of the assignment and first amendment to the original lease agreement dated 13 June 2019, the Company has three options to extend the lease and each option is for five years. The monthly base rent is currently $15,000. The guaranteed monthly rent is subject to a 1-6% increase on each anniversary date of the lease, based on increases in the Consumer Price Index for San Diego County.

d) On 8 March 2019, the five-year lease agreement dated 10 January 2017, as amended on 7 September 2018, for the property located at 3411 E. Anaheim St., Long Beach, California, containing approximately 1,856 square feet was assigned to NMG Long Beach. Under the terms of the amended lease agreement, the Company has one option to extend the lease for five years. The monthly base rent is $6,636 plus common area expenses, totaling $8,000 every month. The guaranteed minimum monthly rent is subject to a 5% increase on each anniversary date of the lease. The ShowGrow dispensary in Long Beach is managed by the Company.

16. Investment in NMG Ohio LLC

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

The remaining cash payments totaling $393,750 and the remaining issuance of 793,466 common shares were paid and issued upon transferring the dispensary license for and the assets and liabilities associated with The Clubhouse Dispensary into the Company's wholly-owned subsidiary, NMG OH 1 (Notes 11 and 14).

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

16. Investment in NMG Ohio LLC – *Continued*

Following the completion of license transfer of the Ohio dispensary on 4 September 2020 to the Company's wholly-owned subsidiary, NMG OH 1, the Company began consolidating the assets, liabilities, revenues and expenses related to the dispensary. The Company still accounts for its 30% ownership interest in NMG Ohio as an investment using the equity method of accounting. During the period from 1 August 2020 to 4 September 2020, NMG Ohio recorded net revenues of $534,971, expenses of $452,065 and a net income of $82,906. The Company recorded an equity in earnings of $24,872 relating to its 30% pro rata share of net income which was included in other items on the statement of operations. During the period from 5 September 2020 to 31 October 2020, NMG Ohio did not have any operating activities.

	31 October 2020	31 July 2020
Equity investment in NMG Ohio		
Opening balance	$ 531,185	$ 134,066
Equity pickup	24,872	397,119
Total equity investment in NMG Ohio	556,057	531,185
Acquisition of remaining 70% interest:		
Opening balance	2,630,055	2,630,055
Acquisition costs: Common shares issued to vendors at fair value	297,042	-
Acquisition costs: Cash payments to vendors	393,750	-
Foreign exchange	(3,734)	-
Total advances for remaining 70% acquisition of NMG Ohio	3,317,113	2,630,055
	3,873,170	3,161,240
Acquisition of The Clubhouse Dispensary (Note 14)	(3,873,170)	-
Total investment in NMG Ohio	$ -	$ 3,161,240
Loan receivable (payable) to NMG Ohio		
Opening balance	$ (466,495)	$ 701,781
Advances provided to NMG Ohio	228,736	112,869
Advances received from NMG Ohio	-	(1,252,429)
Foreign exchange	16,325	(28,716)
Transferred to NMG OH 1 and eliminated on consolidation	221,434	-
Loan payable to NMG Ohio	$ -	$ (466,495)

Summarized financial information for NMG Ohio is as follows:

	4 September 2020	31 October 2020
Current assets	$ 1,180,828	$ -
Non-current assets	962,537	-
Total assets	2,143,365	-
Current liabilities	439,340	-
Non-current liabilities	-	-
Total liabilities	439,340	-
Revenues	534,971	-
Gross profit	231,776	-
Net income	82,906	-
Net income attributable to the Company	$ 24,872	$ -

17. Investment in and advances to GLDH

Interim Agreement – 28 November 2018

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

The terms of the Interim Agreement include the following:

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

1. upon GLDH obtaining all of (i) the Long Beach Recreational License; (ii) the San Diego Medical License; (iii) the San Diego Recreational License; and (iv) the San Diego State License ("Milestone I"), the issuance of Earn Out Shares to Barakett 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 Barakeet 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).

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

In order for the Company to fund the Note:

1. the Company entered into a loan agreement with Australis, whereby Australis provided the Company a two-year US$4,000,000 loan; and

2. Australis exercised 3,206,160 warrants at a price of CAD$0.50 per common share for aggregate proceeds of approximately US$1,200,000 converted using an exchange rate of 0.7518.

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

Definitive Agreement (Superseding Interim Agreement)

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

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

2. a settlement agreement ("NMG SD Settlement Agreement") between the Company and its subsidiaries, and GLDH and its subsidiaries, to acquire a 60% ownership interest in GLDH's San Diego, California dispensary; and

3. a lease assignment (the "Lease Assignment Agreement") on the San Diego operation between the Company's 60%-owned subsidiary, NMG San Diego, LLC ("NMG SD"), Green Road, LLC, Show Grow San Diego, LLC ("SGSD"), and SJJR LLC.

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

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

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

   i. The USD$5,200,000 Note is to be applied towards the Purchase Price; and

   ii. USD$1,500,000 to be paid in common shares of the Company at a price of CAD$0.7439 per common share to a maximum of 2,681,006 common shares (the "Share Payment") (issued) upon NMG LB receiving the transfer of all licenses, permits and BCC authorizations for NMG LB to conduct medical and adult-use commercial cannabis retail operations. The Share Payment is subject to reduction equal to the net liability of GLDH and Airport Collective.

2. The NMG SD Settlement Agreement's consideration includes the following on closing:

   i. USD$500,000 to be paid in common shares (624,380 common shares issued) to SGSD at a share price equal to the maximum allowable discount pursuant to Canadian Securities Exchange policies, upon execution of the settlement agreement;

   ii. USD$750,000 to be paid in common shares (issued) to Barakett at a price of CAD$0.7439 per common share to a maximum of 1,340,502 Common Shares (the "DB Share Payment") upon NMG SD receiving all licenses, permits and authorizations for NMG SD to conduct medical commercial cannabis retail operations; and

   iii. USD$750,000 to be paid in common shares (issued) to Barakett at a price of CAD$0.7439 per common share to a maximum of 1,340,502 common shares (the "DB Additional Shares Payment") upon NMG SD receiving all licenses, permits and authorizations for NMG SD to conduct adult-use commercial cannabis retail operations.

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

Definitive Agreement (Superseding Interim Agreement) – *Continued*

3. The Lease Assignment Agreement was executed under the following terms:

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

   i. USD$700,000, payable in common shares (1,031,725 common shares issued) at a share price equal to the maximum allowable discount pursuant to Canadian Securities Exchange policies, upon execution of the assignment agreement;

   ii. USD$783,765, payable in cash (paid), within 5 business days following execution of the assignment agreement (paid); and

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

Additionally:

1. The Company is to provide a loan to GLDH in the amount of USD$200,000 at an interest rate of 12% per annum, accrued and compounded quarterly and due within 3 years (provided);

2. The Company is to enter into a consulting agreement with Barakett through NMG LB to provide certain consulting and advisory services to NMG LB, agreeing to pay Barakett a total of USD$200,000 ($50,000 paid in fiscal 2019 and additional $150,000 paid during the year ended 31 July 2020);

3. The Company will forgive approximately USD$800,000 for prior operating loans advanced by the Company to GLDH; and;

4. The Company licenses certain intellectual property from Green Light District Management, LLC and GLDH (collectively referred to as “Licensor”). The Licensor grants the Company a perpetual license to utilize its operational intellectual property consisting of customer data, sales data, customer outreach strategies standard operating procedures, and other proprietary operational intellectual property. Licensor grants the Company a license for 2 years to utilize intellectual property such as trademarks and branding (the “Branding IP”). As consideration for the licenses, the Company has agreed to utilize the Branding IP until 19 June 2021 at the Company’s premises and at the San Diego retail locations for a period of 2 years from operations commencing at that location. Additionally, the Company agreed to pay the Licensor 3% of gross receipts from sales at the Long Beach dispensary.

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

Definitive Agreement (Superseding Interim Agreement) – *Continued*

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

	31 October 2020	31 July 2020
Opening balance	$ 8,910,854	$ 7,373,036
Note receivable	-	-
Share issuances	-	4,092,175
Share payment reduction	-	(793,416)
Interest income accrued on the Note	88,143	1,040,000
Advances for working capital	3,030	2,143,609
Lease Assignment Agreement payment	-	750,000
Amount transferred to Property and Equipment	-	(1,431,585)
Amount transferred to Brand and Licenses	-	(3,585,483)
Expensed during the period	(188,879)	(501,862)
Foreign exchange	99,585	(175,620)
	8,912,733	8,910,854
Acquisition of ShowGrow Long Beach dispensary (Note 14)	(8,912,733)	-
Ending balance	$ -	$ 8,910,854

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

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

18. Lease Liabilities

a) On 10 November 2017, NMG entered into a revised five-year lease agreement for the property located at 3375 Pepper Lane, Las Vegas, NV, containing approximately 18,000 square feet. The Company has four options to extend the lease and each option is for five years. The monthly rent was $12,500 plus common area expenses, which increased to $12,875 plus common area expenses on 1 January 2019 and again increased to $13,132 plus common area expenses on 1 December 2019. The guaranteed minimum monthly rent is subject to a 2% increase on each anniversary date of the lease.

b) On 9 April 2019, NMG entered into a three-year lease agreement for the property located at 6420 Sunset Corporate Drive, Las Vegas, NV, containing approximately 7,700 square feet. The Company has one option to extend the lease for an additional three-year term and an option to purchase the property at any point during the initial term. The monthly rent is $6,026 plus $1,129 in common area expenses, totaling $7,156 every month.

18. Lease Liabilities – *Continued*

c) On 24 April 2020, the Company assumed a five-year lease dated 1 December 2018, as amended on 13 June 2019, for the property located at 7625 Carroll Road, San Diego, CA. The Company has three options to extend the lease and each option is for five years. The monthly rent is $15,914 per month increasing by 3% every year until 1 December 2022. The lease contains a sale bonus provision of $1,000,000 or 10% of the purchase price of the entire business, whichever is greater, in the event of sale or assignment of the lease.

d) On 28 August 2020, the Company assumed a five-year lease dated 10 January 2017, as amended on 7 September 2018, for the property located at 3411 E. Anaheim St., Long Beach, California. The Company has one option to extend the lease for five years. The rent is $4,215 per month increasing by 3% every year until 10 January 2022.

e) On 4 September 2020, the Company assumed a five-year lease dated 25 October 2017 for the property located at 709 Sugar Lane, Elyria, Ohio. The Company has three options to extend the lease and each option is for three years. The rent is $4,000 per month increasing by 5% starting on 1 July 2021 and 1 July 2024.

On the assumption of the lease in Long Beach, California, the Company recognized right-of-use assets (Notes 8 and 14), and a corresponding increase in lease liabilities, in the amount of $254,329 which represented the present value of future lease payments using a discount rate of 12% per annum.

On the assumption of the lease in Elyria, Ohio, the Company recognized right-of-use assets (Notes 8 and 14), and a corresponding increase in lease liabilities, in the amount of $234,734 which represented the present value of future lease payments using a discount rate of 12% per annum.

During the three months ended 31 October 2020 and 2019, the Company recorded a total lease expense of $125,063 and $56,704, respectively, related to the accretion of lease liabilities and the amortization of right-of-use assets.

Lease expense of $36,460 and $Nil was allocated to cost of sales for the three months ended 31 October 2020 and 2019, respectively.

Supplemental cash flow information related to leases was as follows:

Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$	115,326
Right-of-use assets obtaining in exchange for lease obligations:		
Operating leases	$	489,063
Weighted-average remaining lease term – operating leases		7.93 years
Weighted-average discount rate – operating leases		12%

The discount rate of 12% was determined by the Company as the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment.

18. Lease Liabilities – *Continued*

Maturities of lease liabilities were as follows:

Year Ending 31 July	Operating Leases
2021 (nine months)	$ 389,823
2022	544,678
2023	557,696
2024	566,756
2025 and thereafter	1,878,401
Total lease payments	$ 3,937,354
Less imputed interest	(1,322,612)
Total	$ 2,614,742
Less current portion	(448,997)
Long term portion	2,165,745

19. Subsequent Event

In November 2020, the Company issued 70,500 previous escrowed shares to Toro Pacific Management Inc. in connection with the acquisition of NMG.

ITEM 2 – MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The terms "BAM", "Company", "we", "our", and "us" refer to Body and Mind Inc. unless the context suggests otherwise.

FORWARD-LOOKING STATEMENTS

The following management's discussion and analysis of the Company's financial condition and results of operations (the "MD&A") contains forward-looking statements that involve risks and uncertainties. All statements, other than statements of historical facts, included in this Form 10-Q that address activities, events or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements. These forward-looking statements are based on assumptions which we believe are reasonable based on current expectations and projections about future events and industry conditions and trends affecting our business. However, whether actual results and developments will conform to our expectations and predictions is subject to a number of risks and uncertainties that, among other things, could cause actual results to differ materially from those contained in the forward-looking statements, including, without limitation, the Risk Factors set forth in our Annual Report on Form 10-K for the fiscal year ended July 31, 2020, including the consolidated financial statements and related notes contained therein. These factors, or any one of them, may cause our actual results or actions in the future to differ materially from any forward-looking statement made in this document. Refer to "Forward-looking Statements" as disclosed in our Annual Report on Form 10-K for the fiscal year ended July 31, 2020.

Introduction

This MD&A is focused on material changes in our financial condition from July 31, 2020, our most recently completed year end, to October 31, 2020, and our results of operations for the three months ended October 31, 2020, and should be read in conjunction with Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations as contained in our Annual Report on Form 10-K for the fiscal year ended July 31, 2020.

Company Overview

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

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

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

We have a long track record of producing award-winning cannabis products and we have success with licensing to manufacture for brands. We completed construction and commenced production operations at the new Nevada production facility in early Q3 2020.

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

In California, we, through our wholly-owned subsidiary NMG Cathedral City, LLC ("**NMGCC**"), were managing a licensed cannabis business conducting commercial cannabis activity in Cathedral City, California pursuant to a management agreement with Satellites Dip, LLC ("**SD**") who is the actual licensed manufacturer. On November 30, 2019, we along with NMGCC entered into a settlement agreement with SD with respect to the management agreement and NMGCC entered into a brand director agreement with SD whereby NMGCC provides certain advisory and brand director services in connection with SD's manufacture of Company-branded products, as well as certain other products as agreed to by NMGCC. In addition, as part of the revised arrangement with SD, our wholly-owned subsidiary, DEP Nevada Inc. ("**DEP**") entered into a brand license agreement with SD whereby DEP has granted SD a non-exclusive, non-transferable, and non-sub-licensable right to use certain licensed marks in connection with or on licensed products. Our products are sold and distributed to numerous licensed dispensaries throughout California. In late April 2020, we closed the San Diego ShowGrow dispensary transaction, which is owned 60% by our wholly-owned subsidiary, NMG San Diego, LLC ("**NMG SD**"), has received all licenses, permits and authorizations required to conduct medical and adult-use commercial cannabis retail operations, and which opened in early July 2020. We, through our wholly-owned subsidiary, NMG Long Beach, LLC ("**NMG LB**"), have been managing the ShowGrow Long Beach dispensary operations for over a year, received all approvals and final license transfer for the dispensary, which was transferred to NMG LB at the end of August 2020, and are close to closing the asset purchase agreement for the ShowGrow Long Beach dispensary.

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

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

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

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

Development of Our Business

Incorporation and Early Corporate History

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

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

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

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

Acquisition of Nevada Medical Group, LLC

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

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

Concurrent with the Share Exchange Agreement, we completed an equity financing to raise aggregate gross proceeds of CAD$6,007,429.89 through the issuance of subscription receipts (the "**Subscription Receipts**"), at a pre-Consolidation price of CAD$0.22 per Subscription Receipt (the "**Concurrent Financing**"). On November 14, 2017, each Subscription Receipt was exchanged in accordance with its terms, for no additional consideration, for one pre-Consolidation Common Share and one common share purchase warrant (each a "**Warrant**") of the Company. Each Warrant was exercisable by the holder at a price of CAD$0.90 for a period of 24 months from the date of issuance.

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

Convertible Loan and Management Agreements with Comprehensive Care Group LLC

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

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

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

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

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

Acquisition of NMG Ohio LLC

We, through NMG, currently own a 30% interest in NMG Ohio, LLC ("NMG Ohio"), which has a cannabis dispensary carrying on business as "The Clubhouse" in Elyria, Loraine County, Ohio as well as a provisional production license. On January 31, 2019, we, through NMG, entered into a definitive agreement to acquire the remaining 70% interest in NMG Ohio. The consideration for the remaining 70% interest in NMG Ohio consists of cash payments totaling $1,575,000 and 3,173,864 common shares of the Company. As at the date hereof, we have issued 3,173,864 common shares with a fair value of $1,742,076 and paid $1,575,000. Closing of the acquisition was subject to receipt of regulatory approval, which all approvals and final license and name transfer approvals from the Ohio Department of Pharmacy were received in early September 2020. As such, the dispensary license for The Clubhouse dispensary, as well as the assets and liabilities associated with the dispensary, were transferred to the Company's wholly-owned subsidiary, NMG OH 1 LLC. We anticipate closing the acquisition of the remaining 70% interest in NMG Ohio upon receipt of the production license.

Strategic Investment and Commercial Advisory Agreements with Australis Capital Inc.

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

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

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

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

Prior Agreement with Green Light District Holdings Inc.

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

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

(a) the ShowGrow Long Beach dispensary,

(b) 43% of the equity interest and 60% of the voting rights in the ShowGrow San Diego dispensary, and

(c) 30% of the equity interest in the ShowGrow Las Vegas dispensary.

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

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

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

Original Settlement and Release Agreement

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

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

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

Amended and Restated Settlement and Release Agreement

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

i GLDH, Airport Collective, and Mr. Barakett agreed to release us from all claims related to the Prior GLDH Agreement upon closing of the Asset Purchase Agreement in consideration of the following:

A. the Company issuing to Mr. Barakett or his designee up to 1,340,502 Common Shares at a deemed price of CAD$0.7439 per share, subject to NMG SD receiving all licenses, permits, and authorizations required for NMG SD to conduct medical commercial cannabis retail operations at the San Diego Location (the "**SD Medical Licenses**") (issued);

B. the Company issuing to Mr. Barakett or his designee up to 1,340,502 Common Shares at a deemed price of CAD$0.7439 per share, subject to NMG SD receiving all licenses, permits, and authorizations required for NMG SD to conduct adult-use commercial cannabis retail operations at the San Diego Location (the "**SD Adult-use Licenses**") (issued); and

C. the Company paying certain legal and consulting expenses incurred by GLDH, Airport Collective and Barakett in an aggregate amount of US$90,500 (paid); and

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

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

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

i $700,000 in Common Shares of the Company calculated upon execution of the assignment and first amendment to commercial lease (the "**Assignment and First Amendment**"), dated June 13, 2019, at the maximum discount allowed by the CSE to be issued to the landlord immediately following execution of the Assignment and First Amendment (1,031,725 shares issued on August 12, 2019);

ii $783,765.26 in cash to be paid to the landlord via bank draft within five (5) business days of execution of the Assignment and First Amendment (paid); and

iii $750,000 in cash, plus interest at the rate of five percent (5%) simple per annum accruing from the effective date to be paid no later than five (5) business days of the landlord's receipt from the City of San Diego of a Conditional Use Permit allowing adult-use commercial cannabis storefront retail operations at the San Diego Location (paid).

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

Amended and Restated Convertible Note and General Security Agreement

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

Asset Purchase Agreement

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

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

Contemporaneous Loan

We entered into a contemporaneous loan (the "**Contemporaneous Loan**") with GLDH in the amount of $726,720.00 to fund certain business improvements and expansion needs of GLDH's business operations. We and NMG LB agreed to forgive the Contemporaneous Loan on the date of closing of the Asset Purchase Agreement.

Management Assignment and Assumption Agreement

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

Transactions with Satellites Dip, LLC

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

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

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

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

Settlement and Release Agreement

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

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

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

Brand Director Agreement

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

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

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

Equipment Purchase Agreement

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

First Amendment to the Equipment Lease Agreement

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

Release & Satisfaction of Loan Agreement

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

New Nevada Production Facility

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

Results of Operations for the three month periods ended October 31, 2020 and 2019:

The following table sets forth our results of operations for the three month periods ended October 31, 2020 and 2019:

	October 31, 2020 $	October 31, 2019 $
Sales, net of taxes	5,294,358	1,441,626
Cost of Sales	(3,494,304)	(1,121,497)
Gross Margin	1,800,054	320,129
General and Administrative Expenses	(2,495,363)	(1,642,657)
Loss for the Period	(778,367)	(896,797)
Foreign Currency Translation Adjustment	268,097	119,193
Comprehensive Loss	(510,270)	(777,604)
Basic and Diluted Earnings (Loss) Per Share	(0.01)	(0.01)

Revenues

For the three month period ended October 31, 2020 we had total sales of $5,294,358 and cost of sales of $3,494,304 for a gross margin of $1,800,054 compared to total sales of $1,441,626 and cost of sales of $1,121,497 for a gross margin of $320,129 in the three month period ended October 31, 2019. The significant increase in net sales and cost of sales for the period ended October 31, 2020 is largely due to the acquisition of two additional dispensaries. During the three months ended October 31, 2020, the Company recorded product sales as follows:

Revenues – By Product	**Three months ended October 31, 2020 $**	**%**
Flower	3,608,393	68%
Concentrates	1,143,247	22%
Edibles	409,167	8%
Others	133,551	3%
Total	5,294,358	

The Company's revenue generating products, being flower, concentrates, edibles, are expected to have relatively consistent revenues for the foreseeable future.

Operating Expenses

For the three month period ended October 31, 2020, operating expenses totaled $2,495,363 compared with $1,642,657 for the three month period ended October 31, 2019. A significant reason for the increase in operating expenses between the periods related to an increase in salaries and wages from $484,051 to $782,618 as the Company continues to expand, increase in rent from $12,365 to $38,351, increase in licenses, utilities and office administration from $304,724 to $575,245 and an increase in accounting and legal fees from $44,193 to $167,077. The Company's office administration and salaries and wages increased considerably as a result of increased operations in Nevada as well as recently acquired operations in Long Beach, San Diego and Ohio.

Other Items

During the three month period ended October 31, 2020, our other items accounted for $426,917 of income as compared to $425,731 for the three month period ended October 31, 2019. The significant components in other items primarily relates to the Company's proportion of income on equity investee in NMG Ohio LLC of $24,872 (2019 – $87,651), interest income on the secured convertible note related to the investment in GLDH and convertible loan receivable from CCG in the amount of $106,143 (2019 - $278,000), and the bargain purchase price of the Ohio dispensary acquisition of $208,176 (2019 - $Nil).

Net Loss

Net loss for the quarter ended October 31, 2020 totaled $778,367 compared with a net loss of $896,797 for the quarter ended October 31, 2019. The decrease in net loss is largely due to the increase in gross profit, partially offset by an increase in general and administrative expenses. The Company also reported a one-time bargain purchase gain on the acquisition of NMG OH 1 as well as income tax expense of $509,975 for the period.

Other Comprehensive Income (Loss)

We recorded translation adjustments of $268,097 and $119,193 for the three months ended October 31, 2020 and 2019, respectively. The amounts are included in the statement of operations as other comprehensive gain for the respective periods.

Liquidity and Capital Resources

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

	As of October 31, 2020
	(unaudited)
Cash reserves	$ 1,328,847
Working capital	$ 1,914,275

At October 31, 2020, we had cash of $1,328,847 as compared to cash of $1,352,130 at July 31, 2020. The Company has minimal committed capital expenditures. We believe our existing and available capital resources will be sufficient to satisfy our funding requirements for the next 12 months.

Statement of Cash flows

During the three month period ended October 31, 2020, our net cash decreased by $23,283 (2019 - $2,106,481), which included net cash used in operating activities of $167,435 (2019 - $1,198,205), net cash used in investing activities of $119,485 (2019 - $1,118,309), net cash used in financing activities of $4,460 (2019 – provided $90,840) and effect of exchange rate changes on cash and cash equivalents of $268,097 (2019 - $119,193).

Cash Flow used in Operating Activities

Cash flow used in operating activities totaled $167,435 and $1,198,205 during the three months ended October 31, 2020 and 2019, respectively. Significant changes in cash used in operating activities are outlined as follows:

- The Company incurred a net loss from operations of $778,367 during the three months ended October 31, 2020 compared to $896,797 in 2019. The net loss in 2020 included, among other things, depreciation of $125,727 (2019: $78,597), amortization of ROU assets and licenses of $278,467 (2019: $Nil), accrued interest income of $106,143 (2019: $260,000), gain of equity investee of $24,872 (2019: $87,651), stock-based compensation of $287,631 (2019: $$289,578), and bargain purchase on investment in Ohio of $208,176 (2019: $Nil).

The following non-cash items further adjusted the loss for the three months ended October 31, 2020 and 2019:

- Increase in amounts receivable and prepaid of $152,046 (2019: $274,101), decrease in inventory of $259,435 (2019: $143,199), increase in trade payables and accrued liabilities of $34,962 (2019: decrease of $221,158), increase in income taxes payable of $508,850 (2019: $Nil), decrease in due to related parties of $8,807 (2019: increase of $28,751), decrease of lease liabilities of $117,656 (2019: $Nil), and decrease in loan to NMG Ohio LLC of $228,736 (2019: $Nil).

Cash Flow used in Investing Activities

During the three month period ended October 31, 2020, investing activities used cash of $119,485 compared to $1,118,309 during the three month period ended October 31, 2019. The change in cash used in investing activities from the three month period ended October 31, 2020 relates primarily to a convertible loan of $134,729 (2019: $14,941) provided to CCG in Arkansas, additional property and equipment of $99,619 (2019: $429,780) and cash provided by the acquisition of GLDH and NMG OH 1 of $114,863, net of cash investment (2019: used $528,975).

Cash Flow provided by Financing Activities

During the three month period ended October 31, 2020, financing activities used cash of $4,460 compared to a positive cash flow of $90,840 during the three month period ended October 31, 2019. During the three month period ended October 31, 2020, the Company repaid a loan of $4,460 (2019: $Nil). In 2019, the Company issued 165,715 common shares for proceeds of $90,840 related to the exercise of 165,715 warrants.

Trends and Uncertainties

Potential Impact of the COVID-19 Pandemic

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

Off-balance sheet arrangements

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

Subsequent Events

On November 14, 2020, the Company issued 70,500 shares to Toro Pacific Management Inc. ("Toro") pursuant to an assignment agreement between the Company, Toro and NMG in connection with the acquisition of NMG.

Critical Accounting Policies

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

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

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

- Income taxes

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

- Foreign currency

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

- Fair value of financial instruments

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

  In applying the valuation techniques, management makes maximum use of market inputs wherever possible, and uses estimates and assumptions that are, as far as possible, consistent with observable data that market participants would use in pricing the instrument. Where applicable data is not observable, management uses its best estimate about the assumptions that market participants would make. Such estimates include liquidity risk, credit risk and volatility may vary from the actual results that would be achieved in an arm's length transaction at the reporting date.

  The assessment of the timing and extent of impairment of intangible assets involves both significant judgements by management about the current and future prospects for the intangible assets as well as estimates about the factors used to quantify the extent of any impairment that is recognized.

- Intellectual property

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

- Stock-based compensation

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

Recent Accounting Pronouncements

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

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

Management of financial risks

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

- Credit risk

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

- Liquidity risk

  Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company had a working capital of $1,914,275 as at October 31, 2020. However, the Company may require additional financing to meet all current and future financial obligations.

- Interest rate risk

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

- Currency risk

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

- Other risks

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

ITEM 3 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

ITEM 4 – CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures to ensure that material information relating to us is made known to the officers who certify our financial reports and the Board.

Based on their evaluation as of October 31, 2020, our principal executive and principal financial and accounting officers have concluded that these disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) were not effective as of October 31, 2020 to provide reasonable assurance that information required to be disclosed by us in reports that we file under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in Securities and Exchange Commission rules and forms and that information required to be disclosed by us in our reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our principal executive officer and our principal financial officer, as appropriate to allow timely decisions regarding required disclosures.

In our assessment of the effectiveness of our internal control over financial reporting as at October 31, 2020, based on criteria for effective internal control over financial reporting described in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission, material weaknesses were identified regarding experienced personnel with knowledge of GAAP and the proper levels of supervision and review required to provide timely financial information. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements could not be prevented or detected on a timely basis.

During the quarter ended October 31, 2020, in response to the material weaknesses identified above, we added more experienced personnel in our accounting department to remediate these material weaknesses. However, our management will not consider these remediated until the control procedures operate for a period of time and the control procedures are tested to ensure they are operating effectively.

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

Change in Internal Control over Financial Reporting

Except for the remediation procedures described above, there have been no other changes in our internal control over financial reporting that occurred during our fiscal quarter ended October 31, 2020, that have materially affected, or are reasonably likely to materially affect our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1 – LEGAL PROCEEDINGS

The Company is not a party to any pending legal proceeding. We are not aware of any pending legal proceeding to which any of our officers, directors, affiliates or any beneficial holders of 5% or more of our voting securities are adverse to us or have a material interest adverse to us.

ITEM 1A. RISK FACTORS

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

ITEM 2 – UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

On November 14, 2020, we issued 70,500 shares of common stock to Toro Pacific Management Inc. ("Toro") pursuant to the assignment agreement between the Company, Toro and NMG at a deemed price of CAD$0.66 per share. We relied upon the exemption from registration under the Securities Act provided by Rule 903 of Regulation S under the Securities Act as Toro is a non-U.S. person and the securities were issued to Toro through an offshore transaction which was negotiated and consummated outside of the United States.

ITEM 3 – DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4 – MINE SAFETY DISCLOSURES

Not applicable

ITEM 5 – OTHER INFORMATION

As previously reported on September 1, 2020, the medical and adult-use commercial cannabis license for the ShowGrow Long Beach dispensary was transferred to the Company's wholly-owned subsidiary, NMG Long Beach, LLC on August 28, 2020. In addition, as previously reported on September 9, 2020, the dispensary license for The Clubhouse Dispensary in Elyria, Ohio was transferred from NMG Ohio, LLC to the Company's wholly-owned subsidiary, NMG OH 1, LLC on September 4, 2020, and the Company renamed the dispensary to "Body and Mind." Concurrently with the transfer of the dispensary license for the Ohio dispensary, all assets and liabilities associated with such dispensary were transferred from NMG Ohio, LLC to NMG OH 1, LLC on September 4, 2020. After further analysis with respect to the foregoing transfers into wholly-owned subsidiaries of the Company, the Company has determined that it should have filed an item 2.01 Form 8-K at each time with respect to the acquisition of a business and it is now taking measures to complete and file any required financial statements under Regulation S-X Rule 3-05.

ITEM 6 – EXHIBITS

The following exhibits are included with this Quarterly Report:

Exhibit	Description of Exhibit
3.1	Amended and Restated Bylaws
10.1	Amended and Restated Consulting Agreement between Body and Mind Inc., Fairlawn Capital Partners Ltd. and Michael Mills, dated January 18, 2021
10.2	Amended and Restated Consulting Agreement between Body and Mind Inc., Golden Tree Capital Corp. and Dong H. Shim, dated January 18, 2021
10.3	Amended and Restated Employment Agreement between Body and Mind Inc. and Stephen 'Trip' Hoffman, dated January 18, 2021
31.1	Certification of Chief Executive Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) or 15d-14(a).
31.2	Certification of Chief Financial Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) or 15d-14(a).
32.1	Certifications pursuant to the Securities Exchange Act of 1934 Rule 13a-14(b) or 15d-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.1NS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definitions Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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 thereunto duly authorized.

BODY AND MIND INC.

Date: February 1, 2021

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

Date: February 1, 2021

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

EXHIBIT 3.1

AMENDED AND RESTATED

BYLAWS

OF

BODY AND MIND INC.

ARTICLE I
GENERAL

The provisions of this document constitute the Bylaws of Body and Mind Inc. (formerly Deploy Technologies, Inc.), a Nevada corporation, hereinafter referred to as the Corporation, which Bylaws shall be utilized to govern the management and operation of the Corporation.

ARTICLE II
OFFICES AND AGENCY

Section 1. Registered Office and Registered Agent.

The registered office of the Corporation shall be located in the State of Nevada at such place as may be fixed from time to time by the Board of Directors of the Corporation, the members of which shall be hereinafter referred to as Directors, upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

Section 2. Other Offices.

The Corporation may have other offices within or outside the State of Nevada at such place or places as the Board of Directors may from time to time determine.

ARTICLE III
STOCKHOLDERS

Section 1. Closing Transfer Books.

For the purpose of determining stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period not to exceed, in any case, sixty (60) days. If the stock transfer books shall be closed for the purpose of determining stockholders entitled to notice of, or to vote at, a meeting of stockholders, such books shall be closed for at least ten (10) days immediately preceding such meeting.

Section 2. Fixing Record Date.

In lieu of closing the stock transfer books, the Board of Directors-may fix in advance a date as the record date for any determination of stockholders, such date in any case to be not more than sixty (60) days and, in case of a meeting of stockholders, not less than ten (10) days prior to the date on which the particular action requiring such determination of stockholders is to be taken.

Section 3. Other Determination of Stockholders.

If the stock transfer books are not closed and no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders or stockholders entitled to receive payment of a dividend the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of stockholders.

Section 4. Adjourned Meetings.

When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this Article, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5. Record of Stockholders.

(a) If the Corporation has six or more stockholders of record, the officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, with the address of and the number and class and series, if any, of shares held by each. The list shall be kept on file at the registered office of the Corporation, at the principal place of business of the Corporation or at the office of the transfer agent or registrar of the Corporation for a period of ten (10) days prior to such meeting and shall be subject to inspection by any stockholder at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder at any time during the meeting,

(b) If the requirements of paragraph (a) above have not been substantially complied with, the meeting, on demand of any stockholder in person or by proxy, shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of paragraph (a) shall not affect the validity of any action at such meeting.

ARTICLE IV
STOCKHOLDERS' MEETINGS

Section 1. Annual Meetings.

The annual meeting of the stockholders for the election of Directors and for the transaction of such other business as may properly come before the meeting, shall be held each year within seven months after the end of the fiscal year, or at such other time as the Board of Directors or stockholders shall direct; provided, however, that the annual meeting for any year shall be held at no later than thirteen (13) months after the last preceding annual meeting of stockholders.

Section 2. Special Meetings.

Special meetings of the stockholders for any purpose may be called at any time by the President of the Corporation, Board of Directors, or the holders of not less than ten percent (10%) of all shares entitled to vote at the meeting.

Section 3. Place of Meetings.

All meetings of the stockholders shall be at the principal place of business of the Corporation or at such other place, either within or without the State of Nevada, as the Board of Directors or the stockholders may from time to time designate.

Section 4. Notice.

Written or printed notice stating the place, day and hour of any meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the meeting, by or at the direction of the President, the Secretary or other persons calling the meeting. Notice to stockholders shall be given by personal delivery, by first class U.S. Mail or by telephone facsimile with receipt confirmed; and, if mailed, such notice shall be deemed to be delivered when deposited, the deposit thereof certified by the Secretary of the Corporation, in the United States mail addressed to the stockholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

Section 5. Adjourned Meetings.

A majority of the stockholders present, whether or not a quorum exists, may adjourn any meeting of the stockholders to another time and place. Notice of any such adjourned meeting, or of the business to be transacted thereat need not be given of any adjourned meeting if the time and place of the adjourned meeting are announced at the time of the adjournment, unless the time of the adjourned meeting is more than thirty days after the meeting at which the adjournment is taken.

Section 6. Waiver of Notice.

A written waiver of notice signed by any stockholder, whether before or after any meeting, shall be equivalent to the giving of timely notice to said stockholder. Attendance of a stockholder at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

Section 7. Quorum and Voting.

(a) Stockholders representing ten (10) percent of the shares entitled to vote in attendance at any meeting of stockholders, shall constitute a quorum for the transaction of business at such meeting, unless otherwise specifically provided by these Bylaws or applicable law. When a specified item of business is required to be voted on by a class or series of stock, ten (10) percent of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series. Attendance shall be either in person, by proxy, or by telephonic or radio connection whereby the distant stockholder and those stockholders present in person all hear and may speak to and be heard on the matters raised therein.

(b) If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required by the Articles of Incorporation, these Bylaws or applicable law.

(c) After a quorum has been established at a stockholders' meeting, the subsequent withdrawal of stockholders, so as to reduce the number of stockholders entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. The affirmative vote of a majority of the shares then represented at the meeting and entitled to vote on the subject matter shall be the act of the stockholders unless otherwise provided by the Articles of Incorporation, these Bylaws or applicable law.

(d) A person entitled to vote shares at a meeting of the stockholders shall be deemed to have attended such meeting in person if such person has attended by telephone or radio connection whereby the distant person and the other stockholders present at such meeting all hear and may speak to and be heard on the matters raised therein.

Section 8. Voting of Shares.

(a) Each outstanding share of common stock shall be entitled to one vote, unless otherwise provided in the Articles of Incorporation which authorize it, and each outstanding share of preferred stock shall be entitled to the number of votes provided in the Articles of Incorporation which authorize it, in each case on each matter submitted to a vote at a meeting of stockholders_

(b) Treasury shares, shares of stock of the Corporation owned by another corporation of which the majority of the voting stock is owned or controlled by the Corporation, and shares of stock of the Corporation held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

(c) A stockholder may vote either in person or by proxy executed in writing by the stockholder or his duly authorized attorney-in-fact.

(d) Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent, or proxy designated by the bylaws of the corporate stockholder; or, in the absence of any applicable bylaw, by such person as the Board of Directors of the corporate stockholder may designate. Proof of such designation may be made by presentation of a certified copy of the bylaws or other instrument of the corporate stockholder. In the absence of any such designation, or in case of conflicting designation by the corporate stockholder, the chairman of the board, president, any vice president, secretary and treasurer of the corporate stockholder shall be presumed to possess, in that order, authority to vote such shares.

(e) Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him in trust without a transfer of such shares into his name.

(f) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

(g) A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee or his nominee shall be entitled to vote the shares so transferred.

(h) On and after the date on which written notice of redemption of redeemable shares has been mailed to the holders thereof and a sum sufficient to redeem such shares has been deposited with a bank or trust company with irrevocable instruction and authority to pay the redemption price to the holders thereof upon surrender of certificates therefor, such shares shall not be entitled to vote on any matter and shall not be deemed to be outstanding shares.

Section 9. Proxies.

(a) Every stockholder entitled to vote at a meeting of stockholders, or to express consent or dissent without a meeting or a stockholder's duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy.

(b) Every proxy must be signed by the stockholder or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except as otherwise provided by law.

(c) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the stockholder who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the corporate officer responsible for maintaining the list of stockholders.

(d) If a proxy for the same shares confers authority upon two or more persons and does not otherwise provide, a majority of them present at the meeting, or if only one is present, then that one, may exercise all the powers conferred by the proxy; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting of such shares shall be prorated,

(e) If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 10. Voting Trusts.

Any number of stockholders of the Corporation may create a voting trust for the purpose of conferring upon a trustee or trustees the right to vote or otherwise represent their shares for a period not to exceed ten (10) years, as provided by law. A counterpart of the voting trust agreement and a copy of the record of the holders of voting trust certificates shall be deposited with the Corporation at its registered office as provided by law. These documents shall be subject to the same right of examination by a stockholder of the Corporation, in person or by agent or attorney, as are the books and records of the Corporation and shall also be subject to examination by any holder of record of voting trust certificates, either in person or by agent or attorney, at any reasonable time for any proper purpose.

Section 11. Stockholders' Agreements.

Two or more stockholders of the Corporation may enter a written agreement, signed by the parties thereto, providing for the exercise of voting rights in the manner provided in the agreement or relating to any phase of the affairs of the Corporation as provided by law. Nothing therein shall impair the right of the Corporation to treat the stockholders of record as entitled to vote the shares standing in their names.

Section 12. Action by Stockholders Without a Meeting.

(a) Any action required by law, these Bylaws, or the Articles of Incorporation of the Corporation to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. If any class of shares is entitled to vote thereon as a class, such written consent shall be required of the holders of a majority of the shares of each class of shares entitled to vote as a class thereon and of the total shares entitled to vote thereon.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those stockholders who have not consented in writing. The notice shall fairly summarize the material features of the authorized action and, if the action be a merger, consolidation or sale or exchange of assets for which dissenters rights are provided under law, the notice shall contain a clear statement of the right of stockholders dissenting therefrom to be paid the fair value of their shares upon compliance with further provisions of the law regarding the rights of dissenting stockholders.

Section 13. New Business.

Any Stockholder of record may make a proposal of new business to be acted upon at an annual or special meeting of Stockholders, only if and provided written notice of such proposed new business is filed with the Secretary of the Corporation not less than five business days prior to the day of meeting, but no other proposal shall be acted upon at such meeting.

ARTICLE V
DIRECTORS

Section 1. Function.

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as may otherwise be provided by the Articles of Incorporation, these Bylaws or applicable law. The Board of Directors shall make appropriate delegations of authority to the officers and, to the extent permitted by law, by appropriate resolution, the Board of Directors may authorize one or more committees to act on its behalf when it is not in session.

Section 2. Qualification.

Directors need not be residents of the State of Nevada or stockholders of the Corporation.

Section 3. Compensation.

The Board of Directors shall have authority to fix the compensation of Directors.

Section 4. Duties of Directors.

(a) A Director shall be expected to attend meetings, whether annual, or special, of the Board of Directors and of any committee to which the Director has been appointed.

(b) A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) In performing his duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or

(3) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

(d) A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

(e) A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a Director of the Corporation.

Section 5. Number.

The number of Directors of the Corporation shall be five (5). This number may be increased or decreased from time to time by amendment to these Bylaws or by election, whether by the stockholders or by the board of directors, of a number of persons as directors which exceeds at any time such number, but no decrease shall have the effect of shortening the term of any incumbent Director; provided, that the resignation or removal of a number of directors director(s) which exceeds the number set forth first in this section shall reduce the authorized number of directors to the number thereof remaining in office, but not to a number less than the number set forth first in this section. Unfilled vacancies on the board of directors shall not prevent the board of directors from conducting business.

Section 6. Election and Term.

(a) Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of stockholders and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

(b) At the first meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

Section 7. Removal of Directors.

(a) At a meeting of stockholders called expressly for that purpose, any Director or the entire Board of Directors may be removed (A) with cause by a majority vote of the holders of the shares then entitled to vote in an election of Directors and (B) without cause by a vote of the holders of seventy percent of the shares then entitled to vote in an election of Directors.

(b) If less than the entire Board of Directors is to be removed and if cumulative voting is permitted by the Articles of Incorporation, no one of the Directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors.

Section 8. Resignation of Director.

A Director may resign from the Board of Directors by providing written notification of such resignation to the President of the Corporation, and such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

Section 9. Vacancies.

Any vacancy occurring in the membership of the Board of Directors, including any vacancy created by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director so elected shall hold office until the next election of Directors by the stockholders.

ARTICLE VI
DIRECTORS' MEETINGS

Section 1. Regular Meetings.

The Board of Directors shall hold, without notice, a regular meeting immediately after the adjournment of the annual meeting of stockholders and such other regular meetings as they may, by resolution, designate from time to time.

Section 2. Special Meetings.

Special meetings of the Board of Directors may be called at any time by the President of the Corporation or by any two Directors.

Section 3. Place of Meeting.

All meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at such other place, either within or without the State of Nevada, as the Directors may from time to time designate; provided, however, no such meeting shall be held outside the State of Nevada if at least two (2) Directors object in writing not less than three (3) days before such meeting.

Section 4. Notice of Meeting.

Written or printed notice stating the place, day and hour of any special meeting of the Board of Directors must be given to each Director not less than five (5) nor more than thirty (30) days before the meeting, by or at the direction of the President or other persons calling the meeting. Notice shall be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the Director at his address, as it appears in the records of the Corporation, with postage thereon prepaid, Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of any meeting.

Section 5. Waiver of Notice.

A written waiver of notice signed by any Director, whether before or after any meeting, shall be equivalent to the giving of timely notice to said Director. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Directors need be specified in any written waiver of notice.

Section 6. Presumption of Assent.

A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 7. Adjourned Meeting.

A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

Section 8. Quorum.

A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Directors, unless otherwise specifically provided by the Articles of Incorporation, these Bylaws or applicable law. Attendance shall be either in person or by telephonic or radio connection whereby the distant Director and those Directors present in person all hear and may speak to and be heard on the matters raised therein.

Section 9. Voting.

Each Director who is entitled to vote and who is present at any meeting of the Board of Directors shall be entitled to one (1) vote on each matter submitted to a vote of the Directors. An affirmative vote, of a majority of the Directors present at a meeting of Directors at which a quorum is present, shall constitute the approval, ratification and confirmation of the Board of Directors.

Section 10. Proxies Prohibited.

No Director may authorize another person or entity to act in said Director’s stead by proxy or otherwise.

Section 11. Action by Directors

Without a Meeting. Any action required or which may be taken at a meeting of the Directors, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the Directors or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

Section 12. Directors' Conflicts of Interest.

(a) No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, :firm, association or entity in which one or more of the Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose, even though less than a majority of the quorum, without counting the votes or consents of such interested Directors; or

(2) The fact of such relationship or interest is disclosed or known to the stockholders entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board of Directors, a committee or the stockholders.

(b) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

(c) The position of director, officer or employee of a not-for-profit corporation held by a Director of the Corporation shall not be deemed to create a conflict of interest for such Director, with respect to approval of dealings between the Corporation and the not-for profit corporation.

(d) In the event all Directors of the Corporation are directors, officers or employees of or have a financial interest in another corporation, firm, association or entity, the vote or consent of all Directors shall be counted for purposes of approving any contract or transaction between the Corporation and such other corporation, firm, association or entity.

Section 13. Procedure.

The Board of Directors may adopt their own rules of procedure which shall not be inconsistent with the Articles of Incorporation, these Bylaws or applicable law.

ARTICLE VII
EXECUTIVE AND OTHER COMMITTEES

Section 1. Designation.

The Board of Directors, by resolution adopted by a majority of the full Board of Directors may designate from among its members an executive committee and one or more other committees. The Board of Directors, by resolution adopted in accordance with this section, may designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 2. Powers.

Any committee designated as provided above shall have and may exercise all the authority granted to it by the Board of Directors, except that no committee shall have the authority to:

(a) Approve or recommend to stockholders actions or proposals required by law to be approved by stockholders;

(b) Designate candidates for the office of Director, for purposes of proxy solicitation or otherwise;

(c) Fill vacancies on the Board of Directors or any committee thereof;

(d) Amend the Bylaws;

(e) Authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the Board of Directors; or

(f) Authorize or approve the issuance or sale of, or any contract to issue or sell, shares or designate the terms of a series of a class of shares, except that the Board of Directors, having acted regarding general authorization for the issuance or sale of shares, or any contract therefor, and, in the case of a series, the designation thereof, may, pursuant to a general formula or method specified by the Board of Directors by resolution or by adoption of a stock option or other plan, authorize a committee to fix the terms of any contract for the sale of the shares and to fix the terms upon which such shares may be issued or sold, including, without limitation, the price, the rate or manner of payment of dividends, provisions for redemption, sinking fund, conversion, voting or preferential rights, and provisions for other features of a class of shares, or a series of a class of shares, with full power in such committee to adopt any final resolution setting forth all the terms thereof and to authorize the statement of the terms of a series for filing with the Department of State.

ARTICLE VIII
OFFICERS

Section 1. Designation.

The officers of the Corporation shall consist of a president, one or more vice presidents (if determined to be necessary by the Board of Directors), a secretary and a treasurer. The Corporation shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board of Directors from time to time. Any two or more offices may be held by the same person. The failure to elect a president, vice president, secretary or treasurer shall not affect the existence of the Corporation. The office of the president may, in the discretion of the Board of Directors, be divided into the office of the chief executive officer and the office of the chief operating officer, provided, that the office of the chief executive officer shall be the office of the president for purposes of state and federal laws requiring such office or the signature of such officer.

Section 2. Duties.

The officers of the Corporation shall have the following duties.

(a) President. The President shall be the Chief Executive Officer of the Corporation, shall have general and active management of the business and affairs of the Corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the stockholders and Board of Directors.

(b) Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there is more than one vice president, the vice presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

(c) Secretary. The Secretary shall have custody of and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the stockholders and Board of Directors; send out all notices of meetings; and perform such other duties as may be prescribed by the Board of Directors or the President.

(d) Treasurer. The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of stockholders and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 3. Election.

All officers shall be elected by the Board of Directors.

Section 4. Tenure.

Each officer shall take and hold office from the date of his election until the next annual meeting of the Board of Directors and until his successor shall have been duly elected and qualified or until his earlier resignation, removal from office or death.

Section 5. Resignation of Officers.

Any officer or agent elected or appointed by the Board of Directors may resign such office by providing written notification of such resignation to the President (or if the President is resigning, to the Vice President) of the Corporation.

Section 6. Removal of Officers.

(a) Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

(b) Any officer or agent elected by the stockholders may be removed only by vote of the stockholders, unless the stockholders shall have authorized the Directors to remove such officer or agent.

(c) Removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed; however, election or appointment of an officer or agent shall not of itself create contract rights.

Section 7. Vacancies.

Any vacancy, however occurring, in any office, may be filled by the Board of Directors.

ARTICLE IX
STOCK CERTIFICATES

Section 1. Issuance.

Every holder of shares in the Corporation shall be entitled to have a certificate, representing all shares to which he is entitled. No certificate shall be issued for any share until such share is fully paid.

Section 2. Form.

(a) Certificates representing shares in this Corporation shall be signed by the President or Vice President and the Secretary or an Assistant Secretary and may be sealed with the seal of this Corporation or a facsimile thereof. The signatures of the President or Vice President and the Secretary or Assistant Secretary may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issuance.

(b) If there is more than one class of stock, every certificate representing shares issued by the Corporation shall set forth or fairly summarize upon the face or back of the certificate, or shall state that the Corporation will furnish to any stockholder upon request and without charge a full statement of: the designations, preferences, limitations and relative rights of the shares of each class or series authorized to be issued; the variations in the relative rights and preferences between the shares of each series so far as the same have been fixed and determined; and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

(c) Every certificate representing shares which are restricted as to the sale, disposition or other transfer of such shares shall state that such shares are restricted as to transfer and shall set forth or fairly summarize upon the certificate, or shall state that the Corporation will furnish to any stockholder upon request and without charge a full statement of, such restrictions.

(d) Each certificate representing shares shall state upon the face thereof: the name of the Corporation; that the Corporation is organized under the laws State of Nevada; the name of the person or persons to whom issued; the number and class, if any, of shares, and the designation of the series, if any, which such certificate represents; and the par value of each share represented by such certificate, or a statement that the shares are without par value.

Section 3. Transfers of Stock.

Transfers of stock shall be made only upon the stock transfer books of the Corporation, kept at the registered office of the Corporation or at its principal place of business, or at the office of its transfer agent or registrar; and before a new certificate is issued, the old certificate shall be surrendered for cancellation and shall be properly endorsed by the holder of record or by his duly authorized attorney. The Board of Directors may, by resolution, open a share register in any state of the United States and may employ an agent or agents to keep such register and to record transfers of shares therein.

Section 4. Registered Owner.

Registered stockholders only shall be entitled to be treated by the Corporation as the holders in fact of the stock standing in their respective names; and the Corporation shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the State of Nevada.

Section 5. Lost, Stolen or Destroyed Certificates.

The Corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate:

(a) Makes proof in affidavit form that it has been lost, destroyed or wrongfully taken;

(b) Requests the issuance of a new certificate before the Corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim;

(c) Gives bond or other security in such form as the Corporation may direct to indemnify the Corporation, the transfer agent and registrar against any claim that may be made on account of the alleged loss, destruction or theft of a certificate; and

(d) Satisfies any other reasonable requirements imposed by the Corporation.

Section 6. Fractional Shares or Scrip.

The Corporation may, but shall not be obliged to, issue a certificate for a fractional share, which shall entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the Corporation in the event of liquidation. In lieu of fractional shares, the Board of Directors may provide for the issuance of scrip in registered or bearer form which shall entitle the holder to receive a certificate for a full share upon the surrender of such scrip aggregating a full share.

Section 7. Shares of Another Corporation.

Shares owned by the Corporation in another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the Board of Directors may determine or, in the absence of such determination, by the President of the Corporation.

ARTICLE X
DIVIDENDS

Section 1. Declaration.

The Board may from time to time declare, and the Corporation may pay, dividends on its shares in cash, property or its own shares, except when the Corporation is insolvent, when the payment thereof would render the Corporation insolvent, or when the declaration or payment thereof would be contrary to any restrictions contained in the Articles of Incorporation, subject to the following provisions:

(a) Dividends in cash or property may be declared and paid, except as otherwise provided in this section, only out of the unreserved and unrestricted earned surplus of the Corporation or out of capital surplus, howsoever arising, but each dividend paid out of capital surplus shall be identified as a distribution of capital surplus, and the amount per share paid from such surplus shall be disclosed to the stockholders receiving the same concurrently with the distribution.

(b) Dividends may be declared and paid in the Corporation's own treasury shares.

(c) Dividends may be declared and paid in the Corporation's own authorized but unissued shares out of any unreserved and unrestricted surplus of the Corporation upon the following conditions:

(1) If a dividend is payable in shares having a par value, such shares shall be issued at not less than the par value thereof, and there shall be transferred to stated capital, at the time such dividend is paid, an amount of surplus equal to the aggregate par value of the shares to be issued as a dividend.

(2) If a dividend is payable in shares without par value, such shares shall be issued at such stated value as shall be fixed by the Board of Directors by resolution adopted at the time such dividend is declared, and there shall be transferred to stated capital, at the time such dividend is paid, an amount of surplus equal to the aggregate stated value so fixed in respect of such shares; and the amount per share so transferred to stated capital shall be disclosed to the stockholders receiving such dividend concurrently with the payment thereof.

(d) No dividend payable in shares of any class shall be paid to the holders of shares of any other class unless the Articles of Incorporation so provide or such payment is authorized by the affirmative vote or the written consent of the holders of at least a majority of the outstanding shares of the class in which the payment is to be made.

(e) A split-up or division of the issued shares of any class into a greater number of shares of the same class without increasing the stated capital of the Corporation shall not be construed to be a share dividend within the meaning of this section.

Section 2. Holders of Record.

The holders of record shall be determined as provided in Article III of these Bylaws.

ARTICLE XI
INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 1. Indemnification For Actions, Suits or Proceedings.

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, sui.t or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The adverse termination of any action, suit or proceeding by judgment, order, settlement, conviction, or a plea of no-lo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is firmly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) or (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) or (b). Such determination shall be made:

(1) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or

(2) If such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or

(3) By the stockholders by a majority vote of a quorum consisting of stockholders who were not parties to such action, suit or proceeding.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in subsection (d) upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.

Section 2. Other Indemnification.

The indemnification provided by these Articles shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested Directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 3. Liability Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation shall have indemnified him against such liability under the provisions of this Article XI.

ARTICLE XII
BOOKS AND RECORDS

Section 1. Books and Records.

(a) This Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its stockholders, Board of Directors and committees of Directors.

(b) This Corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number, class and series, if any, of the shares held by each.

(c) Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 2. Stockholders' Inspection Rights.

Any person who shall have been a holder of record of shares or of voting trust certificates therefor at least six (6) months immediately preceding his demand or shall be the holder of record of, or the holder of record of voting trust certificates for, at least five percent (5%) of the outstanding shares of any class or series of the Corporation, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, its relevant books and records of accounts, minutes and records of stockholders and to make extracts therefrom.

Section 3. Financial Information.

(a) Not later than four (4) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and a profit and loss statement showing the results of the operations of the Corporation during its fiscal year.

(b) Upon the written request of any stockholder or holder of voting trust certificates for shares of the Corporation, the Corporation shall mail to such stockholder or holder of voting trust certificates a copy of the most recent such balance sheet and profit and loss statement.

(c) The balance sheets and profit and loss statements shall be filed in the registered office of the Corporation in Nevada, shall he kept for at least five (5) years, and shall be subject to inspection during business hours by any stockholder or holder of voting trust certificates, in person or by agent.

ARTICLE XIII
CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, the state of incorporation and the year of incorporation.

ARTICLE XIV
AMENDMENT TO BYLAWS

Section 1. By Stockholder.

The stockholders, by the affirmative vote of a majority of the voting stock, shall have the power to alter, amend, and repeal the Bylaws of this Corporation or to adopt additional Bylaws and any Bylaw so adopted may specifically provide that such Bylaw can only be altered, amended or repealed by the stockholders.

Section 2. By Directors.

The Board of Directors, by affirmative vote of a majority of the Board of Directors, shall have the power to adopt additional Bylaws or to alter, amend, and repeal the Bylaws of this Corporation, except when any Bylaw adopted by the stockholders specifically provides that such Bylaw can only be altered, amended, or repealed by the stockholders.

SECRETARY'S CERTIFICATE

I HEREBY CERTIFY that I am the Secretary of Body and Mind Inc. (formerly Deploy Technologies, Inc.) and the foregoing Bylaws of said Corporation were duly adopted by the Board of Directors of the Corporation by action by written consent of said Board of Directors effective October 16, 2019.

IN WITNESS WHEREOF, I have affixed my signature on October 16, 2019.

/s/ Darren Tindale
Darren Tindale, Secretary

HISTORY OF BYLAWS

The initial Amended and Restated Bylaws of Body and Mind Inc. (formerly Deploy Technologies, Inc.) were first adopted on February 18, 2011. Amendments made subsequent to that date should be listed below

CHANGE NUMBER	DATE OF ADOPTION	BY WHOM ADOPTED	ARTICLE AMENDED	SECTIONS AMENDED
1.	Oct. 16, 2019	Board of Directors	IV	1
2.	Oct. 16, 2019	Board of Directors	IV	7(a)

EXHIBIT 10.1

AMENDED AND RESTATED CONSULTING AGREEMENT

THIS AGREEMENT is made and dated effective as of the 18th day of January, 2021 (the "Effective Date")

BETWEEN:

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

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

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

(the "**Principal**")

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

WHEREAS:

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

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

C. Since entering into of the original Consulting Agreement entered into between the Company, the Consultant and the Principal dated August 21, 2019 (the "**Original Consulting Agreement**"), and as a consequence of the Principal's valuable role within the Company, the Parties hereby acknowledge and agree that there have been various discussions, negotiations, understandings and agreements between them relating to the terms and conditions of the Term and Termination and, correspondingly, that it is their intention by the terms and conditions of this "Amended and Restated Consulting Agreement" (the "**Agreement**") to hereby replace, in their entirety, the Original Consulting Agreement, together with all such prior discussions, negotiations, understandings and agreement with respect to the Term and Termination provisions; and

D. The Parties have agreed to enter into this Agreement which replaces, in its entirety, the Original Consulting Agreement, together with all such prior discussions, negotiations, understandings and agreements, and, furthermore, which necessarily clarifies their respective duties and obligations with respect to the within Term and Termination provisions hereunder, all in accordance with the terms and conditions of this Agreement.

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

PART I

POSITION, SERVICES, REPORTING

Position and Services

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

Standard of Performance

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

Reporting Procedures

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

Subcontracting and Assignment

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

Concurrent Work

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

PART 2

CONSULTING FEES

Fees

2.1 The Company will pay to the Consultant a monthly fee of USD$12,500 (or equivalent in $CAD) plus any good and services taxes, if applicable, (hereinafter the **"Fee")** payable on the first day of each calendar month during the term of this Agreement by way of cheque, wire or direct deposit to the account of the Consultant. The Company will review the Fee from time to time during the term of this Agreement and may in its sole discretion increase the Fee depending on the Principal's performance of the Services and having regard to the financial circumstances of the Company. The Consultant will be responsible for remitting and paying any applicable taxes.

Bonuses

2.2 The Company, from time to time, will consider, but will be under no obligation, to provide the Consultant with a bonus, which is entirely discretionary.

Expenses

2.3 The Company will reimburse the Consultant for all reasonable pre-approved travel and other out-of-pocket expenses incurred by the Consultant directly related to the performance of the Services, subject to the policies of the Company, within 30 days of the expense being submitted to the Company. The Consultant will account for such expenses in accordance with the policies and directions provided by the Company.

Stock Options

2.4 The Company, from time to time, and in its sole discretion, may grant stock options to the Consultant, or its' designee, in accordance with the Company's Stock Option Plan.

PART 3

TERM, TERMINATION, PLACE OF WORK

Term and Termination

3.1 The term of the Agreement will begin on the Effective Date, and will continue until the Agreement is terminated, as follows:

By the Company:

(a) Termination without Cause. The Company may terminate this Agreement for any reason, without cost, charge or liability, except as provided in §3.2 below, upon 90 days' written notice or payment in lieu thereof to the Consultant;

(b) Termination for Cause. The Company may terminate this Agreement and Consultant's engagement thereunder with or without any advance notice in the event that the Company determines that this Agreement and Consultant's services hereunder should be terminated for Cause (as defined herein.) Termination for Cause shall be effective immediately upon delivery of written notice thereof by the Company to Consultant and Consultant's rights to all compensation shall cease as of the date of such written notice. In such event, Consultant shall not be entitled to any future compensation nor shall Consultant be entitled to any severance pay.

(i) For the purposes of this Agreement, "Cause" shall mean: (i) Consultant's failure to perform its duties to the standards and requirements of the Company or neglect of duties for which employed or misconduct in the performance of such duties, all of such facts to be determined by the Company in its good faith judgment; (ii) Consultant committing fraud, misappropriation or embezzlement; (iii) Consultant's commission or conviction of, or entry of a plea of guilty, any felony or misdemeanor involving moral turpitude; (iv) Consultant breaching any provision of this Agreement or any of the rules, regulations, or policies of the Company; (v) the discovery that any of Consultant's representations are inaccurate; (vi) Consultant manufacturing, distributing, dispensing, transporting, possessing or being under the influence of alcohol or illegal drugs during working hours or while on the property or in a vehicle of the Company or any affiliate of the Company; (vii) Consultant misusing or abusing prescription drugs during working hours or while on the property of or in a vehicle of the Company or any affiliate of the Company; (viii) Consultant having present in his body illegal drugs in any amount during working hours or while on the property on in a vehicle of the Company or any affiliate of the Company; (ix) and Consultant failing to immediately comply with a request that he submit to a drug or alcohol test after a work-related injury or accident or whenever the Company reasonably suspects that Consultant is in violation of (vi) through (viii) above. Upon termination of this Agreement as provided in this Section 3.1, the Agreement shall terminate and be of no further force and effect, except as provided in Section 5.3.

(c) immediately, without cost, charge or liability, except as provided in §3.2 below, if the Company becomes bankrupt or insolvent.
(d) immediately, without cost, charge or liability, in the event that Principal dies or is prevented from performing his duties or fulfilling his responsibilities under this Agreement by reason of incapacity or disability.

By the Consultant:

(a) at any time and at Consultant's sole discretion, without cause and without any cost, charge, or liability to Company, upon thirty (30) days' written notice of such termination to the Company.

3.2 Change of Control Termination

(a) Notwithstanding any other provision contained herein, if the Consultant's engagement hereunder is terminated by the Consultant for Good Reason or by the Company without Cause (other than on account of the Consultant's death or disability), in each case within twelve (12) months following a Change in Control, the Consultant shall be entitled to receive any accrued amounts owed under this Agreement and subject to the Consultant's compliance with Part 4 of this Agreement the Consultant shall be entitled to receive the following:

(i) a lump sum payment equal to twelve (12) months Fee for the year in which the termination occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within thirty (30) days following the date of termination;

(b) For purposes of this Agreement "Change in Control" shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing 30% or more of the total voting power of the Company's stock;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A of the Internal Revenue Code.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the Term of this Agreement without the Consultant's written consent:

(i) a material reduction in the Consultant's Fee other than a general reduction in Fee that affects all similarly situated consultant's or Company executive's in substantially the same proportions;

(ii) a relocation of the Consultant's principal place of engagement by more than 50 miles;

(iii) a material, adverse change in the Consultant's authority, duties, or responsibilities, or reporting structure applicable to the Consultant.

Consultant cannot terminate the Agreement for Good Reason unless the Consultant has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Consultant does not terminate the Agreement for Good Reason within 180 days after the first occurrence of the applicable grounds, then the Consultant will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

Place of Work and Tools

3.3 The Company may, at its sole discretion, provide reasonable office space for the Consultant as the Company deems appropriate. It is acknowledged that office space is currently not required.

3.4 The Company may, at its sole discretion, provide additional software, hardware and other tools to the Consultant to perform the Services.

PART 4

CONFIDENTIALITY; INTELLECTUAL PROPERTY; AND RESTRICTIVE COVENANTS

4.1 Definitions. In this Part,

(a) **"Company Entities"** means the Company and its affiliate, subsidiary and parent corporations, to the extent that such reference does not require any other party to be added as a party to this Agreement other than as a third party beneficiary, each of whom will be expressly deemed an intended third party beneficiary of this Agreement and will have the right to enforce the terms and conditions of this Agreement;

(b) **"Company Inventions"** mean all Inventions owned by the Company Entities prior to or outside of this Agreement (together with those forming part of Work Product);

(c) **"Company Property"** means all Confidential Information, Work Product and Company Inventions;

(d) **"Confidential Information"** means all information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms) and whether or not such information has been marked or indicated as confidential, that is known, held, used or disclosed by or on behalf of the Company Entities in connection with its business, and that, at the time of its disclosure (i) is not available or known to the general public, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential, or (iii) is marked or indicated as proprietary or confidential, and in any event includes trade secrets, know-how, supplier and customer information (whether past, present, future and prospective), strategic plans, source code and related data, financial information, marketing information, information as to business opportunities (including strategies and research and development), consultation records and plans, engineering data, third party data, Company Inventions, and Work Product, whether they are trade secrets or not;

(e) **"Develop"** means conceive, develop, create, acquire, reduce to practice or otherwise make, either alone or with others, whether or not during regular working hours and whether or not having been specifically instructed to do so;

(f) **"Intellectual Property Rights"** means, collectively, all proprietary rights provided or recognized under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including trade secret law, that may provide or recognize any right in Materials, Inventions, Work Product, Confidential Information, know-how, or the expression or use thereof, including (i) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (ii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(g) **"Inventions"** means, collectively, whether patentable or not, discoveries, inventions, innovations, ideas, suggestions, technology, methodologies, techniques, concepts, procedures, processes, protocols, treatments, tests, developments, scientific or other formulae and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(h) **"Materials"** means, collectively, all materials in any form (including verbal, visual, magnetic, electronic, or physical), including any reports, documents, designs, compilations, products, works, and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), studies, reports, records, research, surveys, services, sales, patterns, machines, manufactures, compositions, technical data, devices, sketches, photographs, plans, drawings, specifications, samples, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(i) **"Solicit"** means solicit by any means, including persuasion, enticement inducement, or the direct or indirect assistance to any other person in any such activity, in all cases regardless of whether successful or not and regardless of whether the initial contact was by the Consultant, Principal or any other person; and

(j) **"Work Product"** means all Materials and Inventions that are Developed during the term of this Agreement that in any way relate to (i) the present or proposed programs, services, products or business of the Company Entities, (ii) tasks assigned to the Consultant or the Principal in relation to or arising from this Agreement, or (iii) any other Company Inventions, Work Product or Confidential Information.

4.2 **Confidentiality.** In connection with the Consultant's performance under this Agreement, the Company has furnished or may furnish to the Consultant or Principal, or the Consultant or Principal may acquire, develop or conceive of, Confidential Information, all of which the Consultant or Principal will each treat strictly in accordance with this Agreement. For greater clarity, the Parties hereby acknowledge and agree that Confidential Information can encompass information regardless of whether it was disclosed prior to the date of this Agreement or after. In connection with this,

(a) ***Obligations.*** at all times during and after this Agreement, each of the Consultant or Principal will protect the Confidential Information using a reasonable degree of care, and will take all reasonable steps to safeguard the Confidential Information from unauthorized disclosure, and without limiting the foregoing will not, directly or indirectly, (i) copy or reproduce any of the Confidential Information, (ii) use any Confidential Information for any purpose other than the proper performance of the Consultant's duties, or (iii) subject to Section 4.3(e) disclose any of the Confidential Information except strictly to those of Company's directors, officers, consultants, attorneys, accountants, advisors and personnel to whom disclosure is necessary to carry out the Consultant's duties,

(b) ***Exceptions.*** this Section 4.2 imposes no obligation upon the Consultant and the Principal with respect to any information or part thereof that the Consultant can establish with documentary evidence that, other than as a result of a breach of this Agreement, (i) was already known to, or in the possession of, the Consultant or the Principal at the time the Consultant or the Principal obtained it or access to it from Company in the same form and substance without a duty of confidentiality, (ii) is or becomes generally available to the public rightfully without restrictions of confidentiality, or (iii) becomes available to the Consultant or the Principal after the term of the Agreement from a third party (other than any Company Entity) who has no obligation of confidentiality with respect thereto,

(c) ***Required Disclosures.*** if the Consultant or the Principal is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any Confidential Information, the Consultant or the Principal may disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that the Consultant or the Principal (i) unless prohibited by such applicable law, provides the Company with written notice as soon as practicable in the circumstances so that the Company may contest the disclosure or seek an appropriate protective order, and (ii) cooperates reasonably and in good faith with the Company in its efforts to prevent, restrict or contest such required or requested disclosure, and

(d) ***Acknowledgement.*** each of the Consultant and the Principal acknowledge and agree that the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company's goodwill therein, constitute proprietary rights which the Company is entitled to protect.

4.3 **Ownership and Intellectual Property Rights.** Each of the Consultant and the Principal agree that all right, title and interest (including Intellectual Property Rights) in and to all Company Property, and all services and products which embody, emulate or employ any Company Property, are and will remain fully vested in the Company. For greater clarity, the Parties hereby acknowledge and agree that Company Property includes Confidential Information, Work Product and Company Inventions regardless of whether they were conceived, developed, prepared, known, used or disclosed prior to the date of this Agreement or its execution.

In connection with this, the following provisions apply:

(a) ***Assignment.*** to the extent that the foregoing does not fully vest in the Company all right, title and interest (including all Intellectual Property Rights) in and to any Company Property, the Consultant and the Principal each hereby assign to the Company or its nominee (or their respective successors or assigns), all of the Consultant's or the Principal's right, title and interest (including all Intellectual Property Rights) in and to such Company Property without further payment by the Company (and, for greater certainty, this assignment includes any future-arising Company Property, which the Consultant and the Principal will be deemed to have automatically assigned pursuant to this provision as it arises without further instrument);

(b) ***Opportunities.*** if the Consultant's or Principal's access, possession, use or creation of Company Property should give rise to a business opportunity to commercially exploit the Company Property, any such exploitation by the Consultant or Principal, directly or indirectly, is strictly prohibited;

(c) ***Disclosure-***the Consultant will promptly disclose to the Company, or any persons designated by the Company, all Inventions that are Derived from Work, and agrees the Company has all right, title and interest (including all Intellectual Property Rights) to such Company Inventions under this Section 4.3;

(d) ***Third Party Rights.*** the Consultant and the Principal each agree not to introduce into any Company Property any third-party Intellectual Property Right, including any (i) Intellectual Property Rights relating to Materials and Inventions owned by the Consultant or the Principal, such as those that are not Work Product, or (ii) confidential information, trade secrets or other proprietary rights of former employers, in each case without first obtaining the written consent of the Company and, if requested by the Company, the third-party rights holder;

(e) ***Moral Rights.*** the Consultant and the Principal hereby irrevocably waives for the benefit of the Company Entities and their successors or assigns any and all of the Consultant or Principal's moral rights or *"droits d'autuers"* in respect of the Work Product.

4.4 **Return or Destruction.** Upon the request of the Company, the Consultant will immediately return or cause to be returned to Company all originals and copies in any form of Company Property (including Confidential Information or Work Product) in the possession or control of the Consultant or the Principal and will destroy or cause to be destroyed all originals, copies or other reproductions or extracts of such Company Property not so returned. For the purposes of this paragraph, Company Property stored in electronic form on non-removable media (i) will be deemed to be returned when a copy thereof is delivered in reasonable electronic form to the Company, and (ii) destroyed when the Consultant performs a commercially reasonable "delete" function with respect to such data, provided that the Consultant thereafter does not directly or indirectly permit or perform any recovery or restoration of such Company Property, whether through undeletion, archives, forensics or otherwise (except as it relates to source code or other information indicated as requiring further acts of deletion by Company, in which case such information must be deleted using reasonably secure deletion techniques as directed by the Company).

4.5 **Further Assistance.** The Consultant agrees to assist the Company in every proper way to obtain and, from time to time, enforce the Intellectual Property Rights to the Company Property in any and all countries, and to that end the Consultant will execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights in and to such Company Property may desire, together with any assignments of Work Product or Company Inventions to the Company or persons designated by it. The Consultant's obligation to assist Company in obtaining and enforcing such Intellectual Property Rights in any and all countries will continue beyond the termination of this Agreement, and shall always be at the Company's reasonable expense.

4.6 **No Solicitation.** During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, solicit any of the Company Entities' customers or clients with which the Consultant performed services or had business dealings (or access to Confidential Information with respect to Company's other business dealings) in connection with the Services hereunder.

4.7 **No Hire.** During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, hire or engage any of the Company's employees, staff, contractors or consultants, or solicit or encourage any of the foregoing, to terminate any employment or contract with the Company, nor will the Consultant provide any information concerning such persons to any recruiter or prospective employer without prior written consent from the Company.

4.8 **Non-Disparagement.** Neither Consultant nor Principal shall make any statement in any format (whether orally, electronically, or in writing including, without limitation, via email, on the internet or on social media) which is defamatory, disparaging or otherwise derogatory pertaining to the Company or any Company Entities. This prohibition is specifically meant to be broader than defamation and includes, without limitation, contacting employees, customers, clients, vendors, investors or potential investors of Company or Company Entities and saying or implying anything negative about Company or Company Entities by words, actions, context or any combination of these. Provided, however, that nothing in this Agreement shall be construed to prohibit Consultant or Principal from making such truthful disclosures as are compelled or required or permitted by law and as are necessary for legitimate law enforcement or compliance purposes.

4.9 **Arbitration.** As a condition of this Agreement Consultant and Company agree to exclusively submit to final and binding arbitration of any and all claims, counterclaims, demands, and causes of action (collectively, "Claims") arising out of or in any way related to the Agreement. The Consultant and Company further are hereby waiving the right to a jury or bench trial with respect to the Claims. Arbitration shall be by a single arbitrator selected by the Parties. Each Party shall be responsible for its own costs and fees of the arbitration, including, but not limited to attorney's fees. Arbitrator fees shall be borne equally by the Parties.

PART 5

OTHER PROVISIONS

No Liability

5.1 In no event will the Company be liable for any claims made by the Consultant for any special, indirect, incidental, or consequential damages, whether for negligence or breach of contract, including without limitation, loss of business opportunities, profits or revenues, and whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclosed by the Consultant in advance or could have been reasonably foreseen by the Company.

Taxes

5.2 The Consultant represents, warrants and covenants that the Consultant is acting and will act only as an independent contractor and not as an employee of the Company, and acknowledges that in so acting, the Consultant will not be entitled to any employee-like benefits, or any direct or indirect compensation other than that expressly set out in this Agreement. The Consultant will, as an independent contractor, collect and/or remit as required, all amounts, and will register with any workers' compensation entities or other governmental bodies, and deal with all tax and other requirements, and satisfy all applicable compliance requirements, as required or permitted under law by all municipal, provincial or federal governments. Without affecting the Consultant's other obligations in this §5.2, the Consultant will provide proof acceptable to the Company, acting reasonably, of the Consultant's registrations, remittances or other tax or other compliance with applicable law, upon each such registration or remittance or upon request by the Company. The Consultant agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, Canada Pension Plan, Employment Insurance, or other deductions that would be required in an employment relationship. The Consultant will promptly indemnify the Company for any liability that the Company incurs as a result of not making such registrations or remittances or other relevant compliance. In the event that the Canada Revenue Agency determines that remuneration paid by the Company for the Services was employment income to the Consultant, and further determines that the Company was obligated to withhold taxes at source, the Consultant shall be liable to indemnify the Company for any and all costs or assessment thereby occasioned.

Survival

5.3 All obligations and rights that, by their nature, are intended to survive the termination or expiration of this Agreement (the **"Surviving Terms"),** will survive the actual or purported termination or expiration, for any reason, of the Agreement.

Severability

5.4 If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

Governing Law

5.5 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Notice

5.6 Every notice, request, demand or direction (each, for the purposes of this section, a **"notice")** to be given pursuant to this Agreement by either Party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office or by email, or other similar form of written communication, in each case, addressed as above or as follows:

If to the Company, at:

Address: 750- 1095 West Pender Street, Vancouver, BC, V6E
Telephone: (778) 513-3511
Email: dongshim@shimaccounting.com
Attention: Dong Shim, Chief Financial Officer

If to the Consultant, at:

Address: 9298 Emerald Drive, Whistler, B.C. V0N 1B9
Telephone: (604) 938-9876
E-Mail: mmills@fairlawncapitalpartners.com
Attention: Michael Mills

or to such other address as is specified by the particular Party by notice to the other.

Entire Agreement

5.7 This Agreement forms the entire agreement between the Parties and supersedes all prior agreements, proposals or communications relative to the subject matter of this Agreement, including the Original Consulting Agreement. Amendments to or waivers of this Agreement will be effective only if in writing and signed by authorized representatives of both Parties. Unless otherwise expressly stated, if there is any necessary conflict or inconsistency between any of the terms of this Agreement, this Agreement will take precedence.

Independent Legal Advice

5.8 The Parties agree that each has had independent legal advice, or the opportunity to receive such independent legal advice, in connection with the execution of this Agreement and has read this Agreement in its entirety, understands its contents and is signing this Agreement freely and voluntarily, without duress or undue influence from any Party.

[Signature Page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the day and year first above written.

BODY AND MIND INC.)
the Company herein,)
)
Per: /s/ Dong Shim)
Authorized Signatory)
)
Dong Shim, CFO))
(print name and title))

FAIRLAWN CAPITAL PARTNERS LTD.)
the Consultant herein,)
)
Per: /s/ Michael Mills)
Authorized Signatory)
)
Michael Mills, President)
(print name and title))

SIGNED and DELIVERED by)
MICHAEL MILLS, the Principal)
herein, in the presence of:)
)
)
Witness Signature)
)
)
Witness Address)
)
)
Witness Name and Occupation)

/s/ Michael Mills
MICHAEL MILLS

SCHEDULE "A"

Duties

1.0 Culture

The CEO must understand, reflect and foster the culture and goals of the Company. The Company's culture and goals, although continuously evolving, include the following:

(a) to practice the highest standards of integrity;
(b) to achieve superior financial returns;
(c) pursue growth opportunities in the context of stability and a long-term perspective; and
(d) to be a respected and leading employer, customer, supplier and investment.

2.0 Leadership

The CEO is responsible for executive leadership and overall day-to-day management of the Company. The CEO is responsible for the implementation of policies, directives and resolutions adopted by the Company's Board of Directors from time to time. The CEO must be able to communicate effectively with managers and promote a sense of participation in, and commitment to, the organization. The CEO is expected to be "hands on", accessible, collaborative and resourceful.

The CEO must set goals for the various members of the Company's management team and ensure accountability.

3.0 Specific Responsibilities

The responsibilities of the CEO include, but not limited to:

(a) in collaboration with the Board of Directors, developing and monitoring the Company's strategic direction;
(b) directing the overall business operations of the Company and taking steps to increase shareholder value;
(c) ensuring that the Board of Director are kept appropriately informed of the overall business operations of the Company and major issues facing the Company;
(d) having ultimate accountability for the development (with the Board of Directors) and execution of the strategy and policies of the Company and their communication to the Company's key internal and external stakeholders;
(e) identifying and assessing key business risks and implementing strategies to mitigate those risks;
(f) having responsibility for the day-to-day operations of the Company, including the annual planning process, capital and financial management, acquisitions, divestitures, etc., all of which must be accomplished within the strategic framework of the Company approved by the Board of Directors;

(g) having responsibility for ensuring the proper discharge of management's duties in relation to financial reporting and disclosure;
(h) having the responsibility for the employment, compensation, job descriptions, performance assessment, leadership development and succession planning of senior management personnel in order to ensure adequate resources and expertise are available to fulfil the Company's goals; and
(i) representing the Company to its major stakeholders, including investment and financial communities, governments, customers and the public.

4.0 Priorities

A key responsibility of the CEO is to identify, assess and determine priorities for the Company, its management and employees. These include priorities for improvement of existing operations, growth opportunities and general allocation of financial, management and other resources. In establishing priorities the CEO is guided by determinations of the Board of Directors. The CEO is responsible for ensuring buy-in by management of priorities that are established. This will require effective communications skills as well as decisiveness and consistency.

5.0 Scope of Involvement

The CEO of the Company must deal with a broad spectrum of matters including international trade, national, regional and local politics, as well as employee, investor and customer relations. As a result, the CEO must have a high energy level combined with a total commitment to the Company's interests. The breadth of the CEO's involvement also emphasizes the importance of prioritizing. The CEO is management's representative on the Board of Directors and must be able to effectively articulate management's vision to the Board of Directors. Conversely, the CEO is responsible to effectively articulate to management and implement determinations made by the Board of Directors.

EXHIBIT 10.2

AMENDED AND RESTATED CONSULTING AGREEMENT

THIS AGREEMENT is made and dated effective as of the 18th day of January, 2021 (the "Effective Date")

BETWEEN:

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

AND: **GOLDEN TREE CAPITAL CORP.** a company having an office address of 970-777 Hornby Street, Vancouver, B.C. V6Z 1S4

(the "**Consultant**")

AND: **DONG H. SHIM** an individual having an address of 1803-177 Robson Street, Vancouver, B.C. V6B 0N3

(the "**Principal**")

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

WHEREAS:

A. The Principal has been appointed to the position of Chief Financial Officer of the Company;

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

C. Since entering into of the original Consulting Agreement entered into between the Company, the Consultant and the Principal dated August 21, 2019 (the "**Original Consulting Agreement**"), and as a consequence of the Principal's valuable role within the Company, the Parties hereby acknowledge and agree that there have been various discussions, negotiations, understandings and agreements between them relating to the terms and conditions of the Term and Termination and, correspondingly, that it is their intention by the terms and conditions of this "Amended and Restated Consulting Agreement" (the "**Agreement**") to hereby replace, in their entirety, the Original Consulting Agreement, together with all such prior discussions, negotiations, understandings and agreement with respect to the Term and Termination provisions; and

D. The Parties have agreed to enter into this Agreement which replaces, in its entirety, the Original Consulting Agreement, together with all such prior discussions, negotiations, understandings and agreements, and, furthermore, which necessarily clarifies their respective duties and obligations with respect to the within Term and Termination provisions hereunder, all in accordance with the terms and conditions of this Agreement.

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

PART I

POSITION, SERVICES, REPORTING

Position and Services

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

Standard of Performance

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

Reporting Procedures

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

Subcontracting and Assignment

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

Concurrent Work

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

PART 2

CONSULTING FEES

Fees

2.1 The Company will pay to the Consultant a monthly fee of CAD$10,000 plus any good and services taxes, if applicable, (hereinafter the **"Fee")** payable on the first day of each calendar month during the term of this Agreement by way of cheque, wire or direct deposit to the account of the Consultant. The Company will review the Fee from time to time during the term of this Agreement and may in its sole discretion increase the Fee depending on the Principal's performance of the Services and having regard to the financial circumstances of the Company. The Consultant will be responsible for remitting and paying any applicable taxes.

Bonuses

2.2 The Company, from time to time, will consider, but will be under no obligation, to provide the Consultant with a bonus, which is entirely discretionary.

Expenses

2.3 The Company will reimburse the Consultant for all reasonable travel and other out-of-pocket expenses incurred by the Consultant directly related to the performance of the Services, subject to the policies of the Company, within 30 days of the expense being submitted to the Company. The Consultant will account for such expenses in accordance with the policies and directions provided by the Company.

Stock Options

2.4 The Company, from time to time, and in its sole discretion, may grant stock options to the Consultant or its' designee in accordance with the Company's Stock Option Plan.

PART 3

TERM, TERMINATION, PLACE OF WORK

Term and Termination

3.1 The term of the Agreement will begin on the Effective Date, and will continue until the Agreement is terminated, as follows:

By the Company:

(a) Termination without Cause. The Company may terminate this Agreement for any reason, without cost, charge or liability, except as provided in §3.2 below, upon 90 days' written notice or payment in lieu thereof to the Consultant;

(b) Termination for Cause. The Company may terminate this Agreement and Consultant's engagement thereunder with or without any advance notice in the event that the Company determines that this Agreement and Consultant's services hereunder should be terminated for Cause (as defined herein.) Termination for Cause shall be effective immediately upon delivery of written notice thereof by the Company to Consultant and Consultant's rights to all compensation shall cease as of the date of such written notice. In such event, Consultant shall not be entitled to any future compensation nor shall Consultant be entitled to any severance pay.

(i) For the purposes of this Agreement, "Cause" shall mean: (i) Consultant's failure to perform its duties to the standards and requirements of the Company or neglect of duties for which employed or misconduct in the performance of such duties, all of such facts to be determined by the Company in its good faith judgment; (ii) Consultant committing fraud, misappropriation or embezzlement; (iii) Consultant's commission or conviction of, or entry of a plea of guilty, any felony or misdemeanor involving moral turpitude; (iv) Consultant breaching any provision of this Agreement or any of the rules, regulations, or policies of the Company; (v) the discovery that any of Consultant's representations are inaccurate; (vi) Consultant manufacturing, distributing, dispensing, transporting, possessing or being under the influence of alcohol or illegal drugs during working hours or while on the property or in a vehicle of the Company or any affiliate of the Company; (vii) Consultant misusing or abusing prescription drugs during working hours or while on the property of or in a vehicle of the Company or any affiliate of the Company; (viii) Consultant having present in his body illegal drugs in any amount during working hours or while on the property on in a vehicle of the Company or any affiliate of the Company; (ix) and Consultant failing to immediately comply with a request that he submit to a drug or alcohol test after a work-related injury or accident or whenever the Company reasonably suspects that Consultant is in violation of (vi) through (viii) above. Upon termination of this Agreement as provided in this Section 3.1, the Agreement shall terminate and be of no further force and effect, except as provided in Section 5.3.

(c) immediately, without cost, charge or liability, except as provided in §3.2 below, if the Company becomes bankrupt or insolvent.

(d) immediately, without cost, charge or liability, in the event that Principal dies or is prevented from performing his duties or fulfilling his responsibilities under this Agreement by reason of incapacity or disability.

By the Consultant:

(a) at any time and at Consultant's sole discretion, without cause and without any cost, charge, or liability to Company, upon thirty (30) days' written notice of such termination to the Company.

3.2 Change of Control Termination

(a) Notwithstanding any other provision contained herein, if the Consultant's engagement hereunder is terminated by the Consultant for Good Reason or by the Company without Cause (other than on account of the Consultant's death or disability), in each case within twelve (12) months following a Change in Control, the Consultant shall be entitled to receive any accrued amounts owed under this Agreement and subject to the Consultant's compliance with Part 4 of this Agreement the Consultant shall be entitled to receive the following:

(i) a lump sum payment equal to twelve (12) months Fee for the year in which the termination occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within thirty (30) days following the date of termination;

(b) For purposes of this Agreement "Change in Control" shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing 30% or more of the total voting power of the Company's stock;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A of the Internal Revenue Code.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the Term of this Agreement without the Consultant's written consent:

(i) a material reduction in the Consultant's Fee other than a general reduction in Fee that affects all similarly situated consultant's or Company executive's in substantially the same proportions;

(ii) a relocation of the Consultant's principal place of engagement by more than 50 miles;

(iii) a material, adverse change in the Consultant's authority, duties, or responsibilities, or reporting structure applicable to the Consultant.

Consultant cannot terminate the Agreement for Good Reason unless the Consultant has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Consultant does not terminate the Agreement for Good Reason within 180 days after the first occurrence of the applicable grounds, then the Consultant will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

Place of Work and Tools

3.3 The Company may, at its sole discretion, provide reasonable office space for the Consultant as the Company deems appropriate. It is acknowledged that office space is currently not required.

3.4 The Company may, at its sole discretion, provide additional software, hardware and other tools to the Consultant to perform the Services.

PART 4

CONFIDENTIALITY; INTELLECTUAL PROPERTY; AND RESTRICTIVE COVENANTS

4.1 **Definitions.** In this Part,

(a) **"Company Entities"** means the Company and its affiliate, subsidiary and parent corporations, to the extent that such reference does not require any other party to be added as a party to this Agreement other than as a third party beneficiary, each of whom will be expressly deemed an intended third party beneficiary of this Agreement and will have the right to enforce the terms and conditions of this Agreement;

(b) **"Company Inventions"** mean all Inventions owned by the Company Entities prior to or outside of this Agreement (together with those forming part of Work Product);

(c) **"Company Property"** means all Confidential Information, Work Product and Company Inventions;

(d) **"Confidential Information"** means all information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms) and whether or not such information has been marked or indicated as confidential, that is known, held, used or disclosed by or on behalf of the Company Entities in connection with its business, and that, at the time of its disclosure (i) is not available or known to the general public, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential, or (iii) is marked or indicated as proprietary or confidential, and in any event includes trade secrets, know-how, supplier and customer information (whether past, present, future and prospective), strategic plans, source code and related data, financial information, marketing information, information as to business opportunities (including strategies and research and development), consultation records and plans, engineering data, third party data, Company Inventions, and Work Product, whether they are trade secrets or not;

(e) **"Develop"** means conceive, develop, create, acquire, reduce to practice or otherwise make, either alone or with others, whether or not during regular working hours and whether or not having been specifically instructed to do so;

(f) **"Intellectual Property Rights"** means, collectively, all proprietary rights provided or recognized under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including trade secret law, that may provide or recognize any right in Materials, Inventions, Work Product, Confidential Information, know-how, or the expression or use thereof, including (i) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (ii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(g) **"Inventions"** means, collectively, whether patentable or not, discoveries, inventions, innovations, ideas, suggestions, technology, methodologies, techniques, concepts, procedures, processes, protocols, treatments, tests, developments, scientific or other formulae and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(h) **"Materials"** means, collectively, all materials in any form (including verbal, visual, magnetic, electronic, or physical), including any reports, documents, designs, compilations, products, works, and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), studies, reports, records, research, surveys, services, sales, patterns, machines, manufactures, compositions, technical data, devices, sketches, photographs, plans, drawings, specifications, samples, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(i) **"Solicit"** means solicit by any means, including persuasion, enticement inducement, or the direct or indirect assistance to any other person in any such activity, in all cases regardless of whether successful or not and regardless of whether the initial contact was by the Consultant, Principal or any other person;

(j) **"Work Product"** means all Materials and Inventions that are Developed during the term of this Agreement that in any way relate to (i) the present or proposed programs, services, products or business of the Company Entities, (ii) tasks assigned to the Consultant or the Principal in relation to or arising from this Agreement, or (iii) any other Company Inventions, Work Product or Confidential Information.

4.2 **Confidentiality.** In connection with the Consultant's performance under this Agreement, the Company has furnished or may furnish to the Consultant or Principal, or the Consultant or Principal may acquire, develop or conceive of, Confidential Information, all of which the Consultant or Principal will each treat strictly in accordance with this Agreement. For greater clarity, the Parties hereby acknowledge and agree that Confidential Information can encompass information regardless of whether it was disclosed prior to the date of this Agreement or after. In connection with this,

(a) ***Obligations.*** at all times during and after this Agreement, each of the Consultant or Principal will protect the Confidential Information using a reasonable degree of care, and will take all reasonable steps to safeguard the Confidential Information from unauthorized disclosure, and without limiting the foregoing will not, directly or indirectly, (i) copy or reproduce any of the Confidential Information, (ii) use any Confidential Information for any purpose other than the proper performance of the Consultant's duties, or (iii) subject to Section 4.3(e) disclose any of the Confidential Information except strictly to those of Company's directors, officers, consultants, attorneys, accountants, advisors and personnel to whom disclosure is necessary to carry out the Consultant's duties,

(b) ***Exceptions.*** this Section 4.2 imposes no obligation upon the Consultant and the Principal with respect to any information or part thereof that the Consultant can establish with documentary evidence that, other than as a result of a breach of this Agreement, (i) was already known to, or in the possession of, the Consultant or the Principal at the time the Consultant or the Principal obtained it or access to it from Company in the same form and substance without a duty of confidentiality, (ii) is or becomes generally available to the public rightfully without restrictions of confidentiality, or (iii) becomes available to the Consultant or the Principal after the term of the Agreement from a third party (other than any Company Entity) who has no obligation of confidentiality with respect thereto,

(c) ***Required Disclosures.*** if the Consultant or the Principal is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any Confidential Information, the Consultant or the Principal may disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that the Consultant or the Principal (i) unless prohibited by such applicable law, provides the Company with written notice as soon as practicable in the circumstances so that the Company may contest the disclosure or seek an appropriate protective order, and (ii) cooperates reasonably and in good faith with the Company in its efforts to prevent, restrict or contest such required or requested disclosure, and

(d) ***Acknowledgement.*** each of the Consultant and the Principal acknowledge and agree that the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company's goodwill therein, constitute proprietary rights which the Company is entitled to protect.

4.3 **Ownership and Intellectual Property Rights.** Each of the Consultant and the Principal agree that all right, title and interest (including Intellectual Property Rights) in and to all Company Property, and all services and products which embody, emulate or employ any Company Property, are and will remain fully vested in the Company. For greater clarity, the Parties hereby acknowledge and agree that Company Property includes Confidential Information, Work Product and Company Inventions regardless of whether they were conceived, developed, prepared, known, used or disclosed prior to the date of this Agreement or its execution.

In connection with this, the following provisions apply:

(a) ***Assignment.*** to the extent that the foregoing does not fully vest in the Company all right, title and interest (including all Intellectual Property Rights) in and to any Company Property, the Consultant and the Principal each hereby assign to the Company or its nominee (or their respective successors or assigns), all of the Consultant's or the Principal's right, title and interest (including all Intellectual Property Rights) in and to such Company Property without further payment by the Company (and, for greater certainty, this assignment includes any future-arising Company Property, which the Consultant and the Principal will be deemed to have automatically assigned pursuant to this provision as it arises without further instrument);

(b) ***Opportunities.*** if the Consultant's or Principal's access, possession, use or creation of Company Property should give rise to a business opportunity to commercially exploit the Company Property, any such exploitation by the Consultant or Principal, directly or indirectly, is strictly prohibited;

(c) ***Disclosure-***the Consultant will promptly disclose to the Company, or any persons designated by the Company, all Inventions that are Derived from Work, and agrees the Company has all right, title and interest (including all Intellectual Property Rights) to such Company Inventions under this Section 4.3;

(d) ***Third Party Rights.*** the Consultant and the Principal each agree not to introduce into any Company Property any third-party Intellectual Property Right, including any (i) Intellectual Property Rights relating to Materials and Inventions owned by the Consultant or the Principal, such as those that are not Work Product, or (ii) confidential information, trade secrets or other proprietary rights of former employers, in each case without first obtaining the written consent of the Company and, if requested by the Company, the third-party rights holder; and

(e) ***Moral Rights.*** the Consultant and the Principal hereby irrevocably waives for the benefit of the Company Entities and their successors or assigns any and all of the Consultant or Principal's moral rights or *"droits d'autuers"* in respect of the Work Product.

4.4 **Return or Destruction.** Upon the request of the Company, the Consultant will immediately return or cause to be returned to Company all originals and copies in any form of Company Property (including Confidential Information or Work Product) in the possession or control of the Consultant or the Principal and will destroy or cause to be destroyed all originals, copies or other reproductions or extracts of such Company Property not so returned. For the purposes of this paragraph, Company Property stored in electronic form on non-removable media (i) will be deemed to be returned when a copy thereof is delivered in reasonable electronic form to the Company, and (ii) destroyed when the Consultant performs a commercially reasonable "delete" function with respect to such data, provided that the Consultant thereafter does not directly or indirectly permit or perform any recovery or restoration of such Company Property, whether through undeletion, archives, forensics or otherwise (except as it relates to source code or other information indicated as requiring further acts of deletion by Company, in which case such information must be deleted using reasonably secure deletion techniques as directed by the Company).

4.5 **Further Assistance.** The Consultant agrees to assist the Company in every proper way to obtain and, from time to time, enforce the Intellectual Property Rights to the Company Property in any and all countries, and to that end the Consultant will execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights in and to such Company Property may desire, together with any assignments of Work Product or Company Inventions to the Company or persons designated by it. The Consultant's obligation to assist Company in obtaining and enforcing such Intellectual Property Rights in any and all countries will continue beyond the termination of this Agreement, and shall always be at the Company's reasonable expense.

4.6 **No Solicitation.** During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, solicit any of the Company Entities' customers or clients with which the Consultant performed services or had business dealings (or access to Confidential Information with respect to Company's other business dealings) in connection with the Services hereunder.

4.7 **No Hire.** During the Term of this Agreement and for a period of 12 months thereafter, the Consultant will not, directly or indirectly, hire or engage any of the Company's employees, staff, contractors or consultants, or solicit or encourage any of the foregoing, to terminate any employment or contract with the Company, nor will the Consultant provide any information concerning such persons to any recruiter or prospective employer without prior written consent from the Company.

4.8 **Non-Disparagement.** Neither Consultant nor Principal shall make any statement in any format (whether orally, electronically, or in writing including, without limitation, via email, on the internet or on social media) which is defamatory, disparaging or otherwise derogatory pertaining to the Company or any Company Entities. This prohibition is specifically meant to be broader than defamation and includes, without limitation, contacting employees, customers, clients, vendors, investors or potential investors of Company or Company Entities and saying or implying anything negative about Company or Company Entities by words, actions, context or any combination of these. Provided, however, that nothing in this Agreement shall be construed to prohibit Consultant or Principal from making such truthful disclosures as are compelled or required or permitted by law and as are necessary for legitimate law enforcement or compliance purposes.

4.9 **Arbitration.** As a condition of this Agreement Consultant and Company agree to exclusively submit to final and binding arbitration of any and all claims, counterclaims, demands, and causes of action (collectively, "Claims") arising out of or in any way related to the Agreement. The Consultant and Company further are hereby waiving the right to a jury or bench trial with respect to the Claims. Arbitration shall be by a single arbitrator selected by the parties. Each party shall be responsible for its own costs and fees of the arbitration, including, but not limited to attorney's fees. Arbitrator fees shall be borne equally by the parties.

PART 5

OTHER PROVISIONS

No Liability

5.1 In no event will the Company be liable for any claims made by the Consultant for any special, indirect, incidental, or consequential damages, whether for negligence or breach of contract, including without limitation, loss of business opportunities, profits or revenues, and whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclosed by the Consultant in advance or could have been reasonably foreseen by the Company.

Taxes

5.2 The Consultant represents, warrants and covenants that the Consultant is acting and will act only as an independent contractor and not as an employee of the Company, and acknowledges that in so acting, the Consultant will not be entitled to any employee-like benefits, or any direct or indirect compensation other than that expressly set out in this Agreement. The Consultant will, as an independent contractor, collect and/or remit as required, all amounts, and will register with any workers' compensation entities or other governmental bodies, and deal with all tax and other requirements, and satisfy all applicable compliance requirements, as required or permitted under law by all municipal, provincial or federal governments. Without affecting the Consultant's other obligations in this §5.2, the Consultant will provide proof acceptable to the Company, acting reasonably, of the Consultant's registrations, remittances or other tax or other compliance with applicable law, upon each such registration or remittance or upon request by the Company. The Consultant agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, Canada Pension Plan, Employment Insurance, or other deductions that would be required in an employment relationship. The Consultant will promptly indemnify the Company for any liability that the Company incurs as a result of not making such registrations or remittances or other relevant compliance. In the event that the Canada Revenue Agency determines that remuneration paid by the Company for the Services was employment income to the Consultant, and further determines that the Company was obligated to withhold taxes at source, the Consultant shall be liable to indemnify the Company for any and all costs or assessment thereby occasioned.

Survival

5.3 All obligations and rights that, by their nature, are intended to survive the termination or expiration of this Agreement (the **"Surviving Terms"),** will survive the actual or purported termination or expiration, for any reason, of the Agreement.

Severability

5.4 If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

Governing Law

5.5 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Notice

5.6 Every notice, request, demand or direction (each, for the purposes of this section, a **"notice")** to be given pursuant to this Agreement by either Party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office or by email, or other similar form of written communication, in each case, addressed as above or as follows:

If to the Company, at:

Address: 750- 1095 West Pender Street, Vancouver, BC, V6E
Telephone: (778) 389-0007
Email: mmills@bamcannabis.com
Attention: Michael Mills, President and Interim CEO

If to the Consultant, at:

Address: 970-777 Hornby Street, Vancouver, B.C. V6Z 1S4
Telephone: 604 559 3511 Ext: 150
E-Mail: dongshim@shimaccounting.com
Attention: Dong H. Shim

or to such other address as is specified by the particular Party by notice to the other.

Entire Agreement

5.7 This Agreement forms the entire agreement between the Parties and supersedes all prior agreements, proposals or communications relative to the subject matter of this Agreement, including the Original Consulting Agreement. Amendments to or waivers of this Agreement will be effective only if in writing and signed by authorized representatives of both Parties. Unless otherwise expressly stated, if there is any necessary conflict or inconsistency between any of the terms of this Agreement, this Agreement will take precedence.

Independent Legal Advice

5.8 The Parties agree that each has had independent legal advice, or the opportunity to receive such independent legal advice, in connection with the execution of this Agreement and has read this Agreement in its entirety, understands its contents and is signing this Agreement freely and voluntarily, without duress or undue influence from any Party.

[Signature Page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the day and year first above written.

BODY AND MIND INC.)
the Company herein,)
)
Per: /s/ Michael Mills)
Authorized Signatory)
)
Michael Mills, President)
(print name and title)

GOLDEN TREE CAPITAL CORP.)
the Consultant herein,)
)
Per: /s/ Dong Shim)
Authorized Signatory)
)
Dong Shim, CFO)
(print name and title)

SIGNED and DELIVERED by)
DONG H. SHIM, the Principal)
herein, in the presence of:)
)
Witness Signature)
)
)
Witness Address)
)
)
Witness Name and Occupation)

/s/ Dong Shim
DONG H. SHIM

SCHEDULE "A"

Duties

1.0 Culture

The Chief Financial Officer must understand, reflect and foster the culture and goals of the Company. The Company's culture and goals, although continuously evolving, include the following:

(a) to practice the highest standards of integrity;
(b) to achieve superior financial returns;
(c) pursue growth opportunities in the context of stability and a long-term perspective; and
(d) to be a respected and leading employer, customer, supplier and investment.

2.0 Specific Responsibilities

The responsibilities of the CFO include, but are not limited to:

(a) Providing leadership, direction and management of the finance and accounting team;

(b) Providing strategic recommendations to the CEO/President and members of the executive management team;

(c) Managing the processes for financial forecasting and budgets, and overseeing the preparation of all financial reporting, record-keeping and regulatory compliance, including liaising with external auditors;

(d) Advising on long-term business and financial planning;

(e) Establishing and developing relations with senior management and external partners and stakeholders; and

(f) Reviewing all formal finance, HR and IT related procedures.

EXHIBIT 10.3

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (the "**Agreement**"), dated and effective January 18, 2021 (the "**Effective Date**") is made by and between Body and Mind, Inc, a Nevada corporation, (the "**Employer**") and Stephen 'Trip' Hoffman, an individual (the "**Employee**"). This Agreement supersedes the Employment Agreement, dated November 15, 2018, between Employer and Employee. The Employer and the Employee being hereinafter singularly also referred to as a "**Party**" and collectively referred to as the "**Parties**" as the context so requires.

RECITALS

A. Employer has made an offer of continued employment to the Employee, and the Employee has accepted employment with the Employer on the terms and conditions set forth in the original Employment Agreement, dated November 15, 2018 (the "**Original Employment Agreement**");

B. As part of the Employee's employment with the Employer, the Employee has or will be exposed to and/or provided with proprietary information relating to the operations of the Employer's or its affiliates' businesses and customers that is considered "Confidential Information" (as defined below);

C. Employee acknowledges that a part of the consideration he is providing to the Employer in exchange for his employment with the Employer is his agreement to maintain the confidentiality of the "Confidential Information" in the manner provided herein;

D. The Employee acknowledges that a part of the consideration he is providing the Employer in exchange for his employment and continued employment with Employer is his agreement to abide by the non-solicitation covenants and other restrictions provided herein;

E. Since entering into of the Original Employment Agreement, and as a consequence of the Employee's valuable role within the Employer, the Parties hereby acknowledge and agree that there have been various discussions, negotiations, understandings and agreements between them relating to the terms and conditions of the Termination provisions mainly relating to "Change of Control", correspondingly, that it is their intention by the terms and conditions of this "Amended and Restated Employment Agreement" (the "**Agreement**") to hereby replace, in their entirety, the Original Employment Agreement, together with all such prior discussions, negotiations, understandings and agreement with respect to the Termination provisions; and

F. The Parties have agreed to enter into this Agreement which replaces, in its entirety, the Original Employment Agreement, together with all such prior discussions, negotiations, understandings and agreements, and, furthermore, which necessarily clarifies their respective duties and obligations with respect to the within Termination provisions mainly relating to "Change of Control" hereunder, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Employment. Employer hereby employs Employee as Chief Operating Officer of the Employer in Clark County, Nevada and in other areas owned or operated by the Employer's affiliates as directed by the Employer, and the Employee hereby accepts and agrees to such employment subject to the advice, direction, regulations and supervision of the Employer. Employment is expressly conditioned upon the Employee clearing a background check and receiving applicable state licensing. Employee's responsibility shall include, without limitation, the job details as described in Exhibit A attached hereto.

2. Term of Employment. Employee's employment shall continue unless terminated by the Employer and/or Employee pursuant to conditions stated in this Agreement.

3. Employee Compensation. Employer shall compensate Employee for services performed under this Agreement as follows:

(a) Base Salary. Employer shall pay to Employee the sum of USD Fifteen Thousand and 00/100 Dollars ($15,000.00) per month (the "**Base Salary**"). The Base Salary shall be payable semi-monthly or in accordance with the payroll policies of the Employer. The Base Salary shall be subject to customary government payroll source deductions and withholdings for social security and other taxes and amounts customarily withheld from salaries of employees of the Employer, all in accordance with the Employer's usual and customary practices.

(b) Benefits. Employee shall be entitled to and shall receive all group medical benefits available generally to other employees of the Employer of the same level and responsibility as Employee pursuant to the terms and conditions of each of the Employer's plans and programs, in each case to the extent that the Employer has such plans or programs and to the extent that Employee is eligible or becomes eligible under the terms of such plans or programs.

(c) Paid Time Off (PTO). Employee shall receive from the Employer paid time off (PTO) in accordance with the Employer's PTO policy as shall from time to time be adopted or modified by the Employer.

(d) Reimbursable Expenses. Regular and reasonable company expenses incurred by the employee in performance of their job function, shall be reimbursed by the Employer within 30 days of the expense being submitted by Employee.

(e) Bonus. The Employee is eligible to be considered for an annual discretionary bonus which will be subject to the approval of the Board of Directors of the Employer, in their sole and absolute discretion. Payment of a bonus in any one year will not indicate the payment of a bonus in any other year.

(f) Stock Options. The Employee is eligible to be considered for the issuance of stock options in the Employer's company, subject to the approval of the Board of Directors of the Employer, in their sole and absolute discretion. Granting of options at any time will not indicate the further granting of options at any other time.

4. Best Efforts of Employee. Employee agrees at all times to faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of Employee under this Agreement, to the full and complete satisfaction of Employer. Employee's duties shall be rendered in Clark County, Nevada, and at such other place or places as Employer shall in good faith require or as the interests, needs, business or opportunities of the Employer shall require. Employee shall devote full and undivided time, attention, knowledge and skills to the Employer's business during Employee's work hours as designated by Employer from time to time. Employee shall make available to Employer all information, suggestions, and recommendations which Employee may have that may benefit Employer in the conduct of its business.

5. Termination. This Agreement and the Parties' obligations hereunder shall terminate, or may be terminated as follows:

(a) Termination by Employer for "Cause". Employer may terminate this Agreement and Employee's employment thereunder with or without any advance notice in the event that the Employer determines that this Agreement and Employee's services hereunder should be terminated for Cause (as defined herein.) Termination for Cause shall be effective immediately upon delivery of written notice thereof by the Employer to Employee and Employee's rights to all compensation shall cease as of the date of such written notice. In such event, Employee shall not be entitled to any future compensation nor shall Employee be entitled to any severance pay.

(i) For the purposes of this Agreement, "Cause" shall mean: (i) Employee's failure to perform his duties to the standards and requirements of the Employer or neglect of duties for which employed or misconduct in the performance of such duties, all of such facts to be determined by the Employer in its good faith judgment; (ii) Employee committing fraud, misappropriation or embezzlement; (iii) Employee's commission or conviction of, or entry of a plea of guilty, any felony or misdemeanor involving moral turpitude; (iv) Employee breaching any provision of this Agreement or any of the rules, regulations, or policies of the Employer; (v) the discovery that any of Employee's representations are inaccurate; (vi) Employee manufacturing, distributing, dispensing, transporting, possessing or being under the influence of alcohol or illegal drugs during working hours or while on the property or in a vehicle of the Employer or any affiliate of the Employer; (vii) Employee misusing or abusing prescription drugs during working hours or while on the property of or in a vehicle of the Employer or any affiliate of the Employer; (viii) Employee having present in his body illegal drugs in any amount during working hours or while on the property on in a vehicle of the Employer or any affiliate of the Employer; (ix) and Employee failing to immediately comply with a request that he submit to a drug or alcohol test after a work-related injury or accident or whenever the Employer reasonably suspects that Employee is in violation of (vi) through (viii) above. Upon termination of this Agreement as provided in this Section 5(a)(i), the Agreement shall terminate and be of no further force and effect, except as provided in Section 7.

(b) Mutual Agreement. At any time by the mutual written agreement of the Parties, this Agreement shall terminate and shall be of no further force and effect, except as provided herein and as provided in Section 7.

(c) Death or Incapacity. In the event that Employee dies or is prevented from performing his duties or fulfilling his responsibilities under this Agreement by reason of incapacity or disability, this Agreement shall terminate and shall be of no further force and effect.

(d) Termination by Employee. Unless otherwise agreed to in writing by the Employer, Employee has the right to voluntarily terminate this Agreement, for any reason and at any time, by providing the Employer at least thirty (30) days prior written notice of such termination.

(e) Termination by Employer. Employer has the right to terminate this Agreement, at any time and for any reason, by providing the Employee at least thirty (30) days prior written notice of such termination. In the event the Employer terminates the Employee's employment, for any reason and at any time, his right to all compensation shall cease at the end of the 30 day notice period, except, if applicable, as provided in Section 6 below.

6. Change of Control Termination

(a) Notwithstanding any other provision contained herein, if the Employee's employment hereunder is terminated by the Employee for Good Reason or by the Employer without Cause (other than on account of the Employee's death or disability), in each case within twelve (12) months following a Change in Control, the Employee shall be entitled to receive the Accrued Amounts and subject to the Employee's compliance with the Section 6 and Section 7 of this Agreement the Employee shall be entitled to receive the following:

(i) a lump sum payment equal to twelve (12) months Base Salary for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within thirty (30) days following the Termination Date;

(b) For purposes of this Agreement "Change in Control" shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Employer that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of Employer; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Employer's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Employer's stock possessing 30% or more of the total voting power of the Employer's stock;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Employer's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Employer, a change in effective control of the Employer, or a change in the ownership of a substantial portion of the Employer's assets under Section 409A of the Internal Revenue Code.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the continuance of the Employee's employment hereunder without the Employee's written consent:

(i) a material reduction in the Employee's Base Salary other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;

(ii) a relocation of the Employee's principal place of employment by more than 50 miles;

(iii) a material, adverse change in the Employee's title, authority, duties, or responsibilities, or reporting structure applicable to the Employee.

Employee cannot terminate employment for Good Reason unless the Employee has provided written notice to the Employer of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Employee does not terminate employment for Good Reason within 180 days after the first occurrence of the applicable grounds, then the Employee will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

7. Covenants and Restrictions. Employee acknowledges that the Employer has a substantial, legitimate and continuing interest in the protection of its Confidential Information (as defined below) and business relationships , including without limitation, current and prospective employees, consultants, advisors, customers, vendors, suppliers, partners and joint venturers and financing sources, and in the protection of its Confidential Information and business relationships has invested substantial money, time and effort and will continue to invest substantial money, time and effort to develop, maintain and protect such relationships and Confidential Information. Employee further acknowledges that the Employer would not have entered into this Agreement with Employee but for the agreements, restrictions and covenants made by Employee contained in this Section 7. Accordingly, Employee covenants and agrees as follows:

(a) During the term of his employment as set forth above and for a period of not more than one year from the date on which Employee ceases to be an employee of the Employer, Employee shall not directly, or indirectly, for himself or for any other person interfere with, solicit, entice away or otherwise attempt to obtain the withdrawal or services of any employee of the Employer or any of its subsidiaries or affiliates in relation to any business that is competitive with or identical to the business conducted by the Employer, or any of its subsidiaries or affiliates (the "Business").

(b) During the term of his employment as set forth above and for a period of not more than one year from the date on which Employee ceases to be an employee of the Employer, Employees shall not advise any person not to do business with the Employer or any of its subsidiaries or affiliates in relation to the Employer's business.

(c) Employee acknowledges that, by virtue of providing services under this Agreement, the Employer may disclose to Employee or give Employee access to Confidential Information so that Employee may properly fulfill his services and duties. Confidential Information may exist in electronic, written, visual, verbal or audio form, and there is no obligation that Confidential Information be marked with any legend or notation confirming its confidential status. Whenever Confidential Information is incorporated into a new document, electronic file, notes or other tangible media, such media shall become and be construed to be Confidential Information, subject to all of the terms and conditions in this Agreement. All documents or other media containing Confidential Information, whether or not explicitly marked "Confidential" and all reproductions thereof shall at all times be and remain the sole and exclusive property of the Employer. Employee shall always hold in confidence and shall not disclose Confidential Information in whole or in part to any third party or to any employee of the Employer who does not need access to Confidential Information to discharge their duties.

"Confidential Information" is hereby defined as any and all information (whether transmitted orally or in writing and whether in electronic, digital, analog, magnetic, video, audio or any other tangible or intangible medium) respecting the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates that is or has been provided or made available to Employee pursuant to this Agreement or during his employment with the Employer or its affiliates, including, without limitation: (i) information relating to or concerning the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates that is confidential, proprietary or not generally known to and cannot be readily ascertained through proper means by persons or entities (including the Employer's and its affiliates' present or future competitors) who can obtain any type of value from its disclosure or use; (ii) products, discoveries, patents, patent applications, designs, drawings, software code, flow charts, schematics, technical specifications, processes, know-how, copyrights, trademarks, service marks, formulae, trade secrets, computer software, computer software systems and system architecture, computer print-outs, computer readable information, computer software object code and source code, inventions, and all other technical information of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (iii) marketing or development methods, proposals, processes, designs, plans and strategies of the Employer, the Employer's affiliates, or any other entity operated, managed or owned by the Employer or its affiliates; (iv) names of vendors, costs of materials, prices of products or services , lists or records, profits and losses and all other financial information of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (v) business and operational plans and methods, business or property acquisition or development proposals, and all other business information of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (vi) pricing strategies of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (vii) client or customer lists or contact information (including email lists) and any descriptions or data concerning or containing current, former, or prospective clients and customers, including names, addresses, IP addresses, attributes, requirements, special needs, spending information and habits, and other data of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates; (viii) personnel information, hiring information, and other terms of employment including salary, compensation, commissions, and bonuses paid to the Employer's or its affiliates' employees; (ix) the terms of this Agreement; (x) the Employer's or its affiliates' cultivation processes, including any enhancements of them by Employee; (xi) any other information or data concerning the products, technology, operations, personnel, finances or business of the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates.

(d) Employee acknowledges and agrees that all files, records, documents, memoranda, notes, lists, records and other documents and written material, including copies thereof, containing or reflecting Confidential Information (whether or not such items are kept or stored in computer memories, microfiche, hard copy or any other manner) made or compiled by Employee or made available to Employee are and remain the property of the Employer and shall be delivered to the Employer promptly upon any termination of this Agreement. Employee further acknowledges and agrees that all equipment, devices and all other items relating to the business of the Employer or its affiliates, whether prepared by or with the assistance of Employee or otherwise coming into his possession, control or knowledge, are and shall remain the exclusive property of the Employer and shall not be removed from the premises of the Employer or its affiliates under any circumstances.

(e) Employees' use of any trademark, trade name, service mark, insignia, slogan, emblem, symbol, design or other identifying characteristic owned by or associated with the Employer, the Employer's affiliates, or any entity operated, managed or owned by the Employer or its affiliates (collectively, "Company Marks") shall be subject to the written approval of the Employer. Employee acknowledges both before and after the termination of this Agreement the exclusive right of the Employer to use or to grant to others the right or license to use any Company Marks. Employee acknowledges that the use of such Company Marks by Employee is granted at the absolute discretion of the Employer, and such use shall terminate immediately upon written notice from the Employer. The use of any Company Marks in any advertising or any promotional material shall be subject to the prior approval of the Employer. Except as specifically authorized by this Agreement, Employee agrees to not use Company Marks or to imitate or infringe upon any of the Company Marks in whole or in part. On the termination of this Agreement, Employee shall forthwith cease any use of such Company Marks in any advertising and promotional material. Employee shall take all actions that are necessary to maintain the Employer's goodwill and reputation and agrees to cease utilizing, at the Employer's demand, any and all Company Marks.

(f) If any covenant in Section 7(a)-(e) is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against the Employee. Employee will, while the covenant under Section 7(a)-(e) is in effect, give notice to the Employer, within ten days after accepting any other employment, of the identity of Employee's new employer.

(g) Employee acknowledges and agrees that his failure to perform any terms contained in this Agreement would cause irreparable injury to the Employer and cause damages to the Employer that would be difficult to ascertain or quantify and for which the Employer may not have an adequate remedy at law. As such, Employee agrees that the Employer shall be entitled to any proper equitable relief, including, but not limited to, a temporary restraining order and a preliminary or final injunction, to prevent a breach of this Agreement by Employee and to enforce specifically the terms and provisions thereof without the necessity of proving actual damages or securing or posting any bond or providing prior notice, in addition to any other remedies available to the Employer at law or in equity. The restrictions and covenants contained in this Agreement are independent of any other obligations between the Parties, and the existence of any other claim or cause of action against the Employer is not a defense to enforcement of said covenants by injunction.

8. Non-Disparagement. Employee shall not make any statement in any format (whether orally, electronically, or in writing including, without limitation, via email, on the internet or on social media) which is defamatory, disparaging or otherwise derogatory pertaining to the Employer or any of its affiliates. This prohibition is specifically meant to be broader than defamation and includes, without limitation, contacting employees, customers, clients, vendors, investors or potential investors of Employer and its affiliates and saying or implying anything negative about Employer or its affiliates by words, actions, context or any combination of these. Provided, however, that nothing in this Agreement shall be construed to prohibit Employee from making such truthful disclosures as are compelled, required or permitted by law and as are necessary for legitimate law enforcement or compliance purposes.

9. Assignment. The Parties agree that the services covered by this Agreement are strictly personal and that this Agreement is not assignable or transferable by Employee either voluntarily or by operation of law without the prior written consent of the Employer. However, nothing contained in this Agreement shall limit or restrict the Employer's ability to merge or consolidate or effect any similar transaction with any other entity, irrespective or whether the Employer is the surviving entity (including a split up, spin off or similar type transaction), provided that one or more of such surviving entities shall continue to be bound by the provisions hereof biding upon the Employer, to assign this Agreement in conjunction with a sale of all or substantially all of the Employer's assets or equity interest therein, or to assign this Agreement to an affiliate of the Employer.

10. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto, if any. Unless otherwise expressly stated herein, this Agreement shall not create any rights in any person who is not a Party to this Agreement.

11. Choice of Law. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Nevada. Notwithstanding the foregoing, if any law or set of laws in the State of Nevada requires or otherwise dictates that the laws of another state or jurisdiction must be applied in any proceeding involving this Agreement, such Nevada law or set of laws shall be superseded by this Section and the remaining laws of the State of Nevada nonetheless shall be applied in such proceedings.

12. Arbitration. As a condition of this Agreement the Parties agree to exclusively submit to final and binding arbitration of any and all claims, counterclaims, demands, and causes of action (collectively, "Claims") arising out of or in any way related to the Agreement. ***The Parties further are hereby waiving the right to a jury or bench trial*** with respect to the Claims. Arbitration shall be by a single arbitrator selected by the Parties and shall be administered exclusively by the American Arbitration Organization ("AAA") consistent with the rules, regulations, and requirements thereof as set forth in AAA's *Employment Arbitration Rules* (www.adr.org/employment). Each Party shall be responsible for its own costs and fees of the arbitration, including, but not limited to attorney's fees. Arbitrator fees shall be borne equally by the Parties.

13. Severability. If any sentence, paragraph, clause or combination of the same in this Agreement is held by a court of competent jurisdiction to be unenforceable in any jurisdiction, such sentence, paragraph, clause or combination shall be unenforceable in the jurisdiction where it is invalid, and the remainder of this Agreement shall remain binding in such jurisdiction as if such unenforceable provision had not been contained herein. The enforceability of such sentence, paragraph, clause or combination of the same in this Agreement otherwise shall be unaffected and shall remain enforceable in all other jurisdictions.

14. Waiver and Extensions. No waiver of any breach of any term or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other term or provision herein. No extension of time for the performance of any obligation or act hereunder shall be deemed an extension of time for the performance of any other obligations or act hereunder. No failure or delay in the exercise of any right given to either Party hereunder shall constitute a waiver thereof.

15. Headings, Gender and Number. Headings in this Agreement are included herein for the convenience of reference only and shall not define, limit, or otherwise constitute a part of this Agreement for any other purpose. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine feminine, or neuter genders shall each include the others. All references to a period of days, months or years herein shall refer to calendar days, months or years, respectively, unless otherwise specifically stated.

16. Further Assurances. The Parties hereto agree to do such further acts and things and to execute and deliver such additional agreements and instruments as either Party hereto may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

17. Construction. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity of having their attorneys review this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or of any of its exhibits or amendments.

18. Legal Representation and No Reliance. All Parties represent and agree that each has had the full and fair opportunity to discuss all aspects of this Agreement with an attorney of their choice and that they carefully have read and understand the terms hereof and that they are voluntarily entering into this Agreement.

19. Entire Agreement. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by the Party to be charged subsequent to the execution of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. Delivery of an executed counterpart's signature page of this Agreement by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

21. Notices. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given: (i) when delivered, if sent by telecopy or by hand; (ii) one (1) business day after sending, if sent by reputable overnight courier service, such as Federal Express; or (iii) three (3) business days after being mailed, if sent by United States certified or registered mail, return receipt requests, postage prepaid. Notices shall be sent by one of the methods described above; provided, that any notice sent by telecopy shall also be sent by any other method permitted above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Employer	**Employee**
Body and Mind Inc. A Nevada incorporated company	Stephen 'Trip' Hoffman Employee
By: /s/ Michael Mills	By: /s/ Stephen 'Trip' Hoffman
Date: 18 Jan 2021	Date: 18 Jan 2021

EXHIBIT “A”

Job Description

Chief Operating Officer

Level:	Chief Officer
Status:	Salary, Exempt
Minimum Age Requirements:	21 years of age
Immediate Supervisor:	President
Supervises:	Dispensary, Cultivation, Food Services, Laboratory Divisions
Department:	Officers

Purpose:
Establishes and accomplishes organizational objectives; oversees all organizational operations.

Job Duties:

- Develops strategic plan by studying technological and financial opportunities; presenting assumptions; recommending alternatives.
- Builds company image by collaborating with customers, government, community organizations, and employees; enforcing ethical business practices.
- Accomplishes subsidiary objectives by establishing plans, budgets, and results measurements; allocating resources; reviewing progress; adjusting course of actions as needed.
- Coordinates efforts by establishing procurement, production, marketing, field, and technical services policies and practices; coordinating actions with corporate staff.
- Increases management’s effectiveness by recruiting, selecting, orienting, training, coaching, counseling, and disciplining managers; communicating values, strategies, and objectives; assigning accountabilities; planning, monitoring, and appraising job results; developing incentives; developing a climate for offering information and opinions; providing educational opportunities.

Skills/Qualifications:

- Active listening
- Decision Making
- Financial Planning and Strategy
- Financial Responsibility
- ICC Compliance

- Judgment
- Negotiation
- Problem Solving
- Process Improvement
- Supervision
- Technological Skills
- Vision

Minimum Requirements:

- Must not have been convicted of any felony offenses pursuant in N.R.S. 453A.104

Education & Experience

- High School Diploma or GED required.
- Master's degree or equivalent experience in Business Management.

Physical Demands

- This position will require the applicant to routinely sit, stand, stoop, kneel, crouch, and bend for up to 8 hours. Position requires the occasional lifting of objects in excess of 25 lbs.

EXHIBIT 31.1

CERTIFICATION

I, Michael Mills, certify that:

1. I have reviewed this Form 10-Q of Body and Mind Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a–15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a–15(f) and 15d–15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 1, 2021

/s/ Michael Mills
Michael Mills, President and CEO
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Dong H. Shim, certify that:

1. I have reviewed this Form 10-Q of Body and Mind Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a–15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a–15(f) and 15d–15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 1, 2021

/s/ Dong Shim

Dong H. Shim, CFO
(Principal Financial Officer and Principal Accounting Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q (the "Report") of Body and Mind Inc. (the "Company") for the quarter ended October 31, 2020, each of Michael Mills, the Chief Executive Officer, and Dong H. Shim, the Chief Financial Officer, of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of the undersigned's knowledge and belief: (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 1, 2021

/s/ Michael Mills
Michael Mills, Principal Executive Officer
(Principal Executive Officer)

/s/ Dong Shim
Dong H. Shim, Principal Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signatures that appear in typed form within the electronic version of this written statement required by Section 906, has been provided to Body and Mind Inc. and will be retained by Body and Mind Inc. and furnished to the Securities and Exchange Commission or its staff upon request.