

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, 2021**

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**

(State or other jurisdiction of organization)

**98-1319227**

(I.R.S. employer identification no.)

**750 – 1095 West Pender Street  
Vancouver, British Columbia, Canada**

(Address of principal executive offices)

**V6E 2M6**

(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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
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   
Non-accelerated filer

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: 113,349,464 shares of common stock outstanding as of December 14, 2021.

BODY AND MIND INC.  
FORM 10-Q  
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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)

	As of 31 October 2021	As of 31 July 2021
<b>ASSETS</b>		
<b>Current</b>		
Cash	\$ 7,433,086	\$ 7,374,194
Amounts receivable	1,445,876	1,544,957
Interest receivable on convertible loan (Note 6)	168,000	150,000
Prepays	545,044	413,246
Inventory (Note 5)	3,374,911	2,936,156
Convertible loan receivable (Note 6)	1,810,827	1,648,816
Loan receivable (Note 7)	239,834	239,834
<b>Total Current Assets</b>	<b>15,017,578</b>	<b>14,307,203</b>
<b>Deposit (Note 19)</b>	<b>470,546</b>	<b>470,546</b>
<b>Loan receivable from NMG Ohio LLC (Note 8)</b>	<b>-</b>	<b>891,279</b>
<b>Property and equipment, net (Note 10)</b>	<b>5,594,541</b>	<b>4,893,790</b>
<b>Operating lease right-of-use assets (Note 15)</b>	<b>3,179,713</b>	<b>2,539,023</b>
<b>Brand and licenses, net (Note 12)</b>	<b>19,552,813</b>	<b>19,855,068</b>
<b>Goodwill (Note 12)</b>	<b>5,168,902</b>	<b>5,168,902</b>
<b>TOTAL ASSETS</b>	<b>\$ 48,984,093</b>	<b>\$ 48,125,811</b>
<b>LIABILITIES</b>		
<b>Current</b>		
Accounts payable	\$ 1,546,481	\$ 1,686,376
Accrued liabilities	130,000	105,538
Income taxes payable	4,501,689	3,832,078
Due to related parties (Note 13)	54,166	52,074
Loan payable (Note 14)	15,050	16,874
Current portion of operating lease liabilities (Note 15)	407,446	761,415
<b>Total Current Liabilities</b>	<b>6,654,832</b>	<b>6,454,355</b>
<b>Long-term operating lease liabilities (Note 15)</b>	<b>2,781,617</b>	<b>2,323,525</b>
<b>Loan payable (Note 14)</b>	<b>4,916,615</b>	<b>4,798,871</b>
<b>Deferred tax liability</b>	<b>229,080</b>	<b>198,339</b>
<b>TOTAL LIABILITIES</b>	<b>14,582,144</b>	<b>13,775,090</b>
<b>STOCKHOLDERS' EQUITY</b>		
<b>Capital Stock— Statement 3 (Note 16)</b>		
Authorized:		
900,000,000 Common Shares – Par Value \$0.0001		
Issued and Outstanding:		
110,621,308 31 July 2021 – 109,077,778) Common Shares	11,061	10,907
<b>Additional paid-in capital</b>	<b>51,004,060</b>	<b>50,312,013</b>
<b>Other comprehensive income</b>	<b>1,163,994</b>	<b>1,127,713</b>
<b>Deficit</b>	<b>(17,915,599)</b>	<b>(17,126,510)</b>
<b>TOTAL STOCKHOLDERS' EQUITY ATTRIBUTABLE TO BAM</b>	<b>34,236,516</b>	<b>34,324,123</b>
<b>NON-CONTROLLING INTEREST</b>	<b>138,433</b>	<b>26,598</b>
<b>TOTAL EQUITY</b>	<b>34,401,949</b>	<b>34,350,721</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 48,984,093</b>	<b>\$ 48,125,811</b>

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

## Condensed Consolidated Interim Statements of Operations

(U.S. Dollars)

	Three Month Period Ended 31 October	
	2021	2020
<b>Sales</b>	\$ 7,570,816	\$ 5,294,358
<b>Cost of sales</b>	(4,080,600)	(3,494,304)
	<u>3,490,216</u>	<u>1,800,054</u>
<b>General and Administrative Expenses</b>		
Accounting and legal	259,144	167,077
Business development	94,759	1,409
Consulting fees	143,235	85,731
Depreciation	331,544	245,337
Insurance	70,761	72,720
Lease expense	126,339	88,603
Licenses, utilities and office administration	781,614	575,245
Management fees	168,379	132,226
Regulatory, filing and transfer agent fees	-	6,576
Rent	32,082	38,351
Salaries and wages	991,717	782,618
Stock-based compensation	145,175	287,631
Travel	30,158	11,839
	<u>(3,174,907)</u>	<u>(2,495,363)</u>
<b>Net Operating Income (Loss) Before Other Income (Expenses)</b>	315,309	(695,309)
<b>Other Income (Expenses)</b>		
Foreign exchange, net	(13)	39
Interest expense	(338,764)	(735)
Interest income	18,000	106,143
Other income	30,386	88,422
Gain on bargain purchase	-	208,176
Equity-method investment change from earnings	-	24,872
	<u>24,918</u>	<u>(268,392)</u>
<b>Net Income (Loss) for the Period Before Income Tax</b>	\$ 24,918	\$ (268,392)
Income tax expense	(702,172)	(509,975)
	<u>(677,254)</u>	<u>(778,367)</u>
<b>Net Loss for the Period</b>	(677,254)	(778,367)
<b>Other Comprehensive Income</b>		
Foreign currency translation adjustment	36,281	268,097
	<u>(640,973)</u>	<u>(510,270)</u>
<b>Comprehensive Loss for the Period</b>	\$ (640,973)	\$ (510,270)
<b>Net income (loss) attributable to:</b>		
Body and Mind Inc.	(789,089)	(792,545)
Non-controlling interest	111,835	14,178
	<u>(677,254)</u>	<u>(778,367)</u>
<b>Comprehensive loss attributable to:</b>		
Body and Mind Inc.	(752,808)	(524,448)
Non-controlling interest	111,835	14,178
	<u>(640,973)</u>	<u>(510,270)</u>
<b>Loss per Share – Basic and Diluted</b>	\$ (0.01)	\$ (0.01)
<b>Weighted Average Number of Shares Outstanding – Basic and Diluted</b>	109,748,878	107,600,058

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

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

	Share Capital		Additional paid-in capital	Shares to be issued	Other comprehensive income	Deficit	Non-controlling interest	Total
	Common Shares							
	Number of shares	Amount						
<b>Balance – 31 July 2021</b>	109,077,778	\$ 10,907	\$ 50,312,013	\$ -	\$ 1,127,713	\$ (17,126,510)	\$ 26,598	\$ 34,350,721
Common stock issued for operating leases	1,543,530	154	546,872	-	-	-	-	547,026
Stock-based compensation (Note 16)	-	-	145,175	-	-	-	-	145,175
Foreign currency translation adjustment	-	-	-	-	36,281	-	-	36,281
Loss for the period	-	-	-	-	-	(789,089)	111,835	(677,254)
<b>Balance – 31 October 2021</b>	<u>110,621,308</u>	<u>\$ 11,061</u>	<u>\$ 51,004,060</u>	<u>\$ -</u>	<u>\$ 1,163,994</u>	<u>\$ (17,915,599)</u>	<u>\$ 138,433</u>	<u>\$ 34,401,949</u>
<b>Balance – 31 July 2020</b>	107,513,812	\$ 10,751	\$ 47,665,678	\$ 19,703	\$ 731,768	\$ (14,865,608)	\$ (257,843)	\$ 33,304,449
Common stock issued in acquisition of NMG Ohio LLC (Note 16)	793,466	79	296,963	-	-	-	-	297,042
Stock-based compensation (Note 16)	-	-	287,631	-	-	-	-	287,631
Foreign currency translation adjustment	-	-	-	-	268,097	-	-	268,097
Loss for the period	-	-	-	-	-	(792,545)	14,178	(778,367)
<b>Balance – 31 October 2020</b>	<u>108,307,278</u>	<u>\$ 10,830</u>	<u>\$ 48,250,272</u>	<u>\$ 19,703</u>	<u>\$ 999,865</u>	<u>\$ (15,658,153)</u>	<u>\$ (243,665)</u>	<u>\$ 33,378,852</u>

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

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

Cash Resources Provided By (Used In)	Three Month Period Ended 31 October	
	2021	2020
<b>Operating Activities</b>		
Net loss for the period	\$ (677,254)	\$ (778,367)
Items not affecting cash:		
Amortization of debt discounts	117,744	74,435
Accrued interest income	(18,000)	(106,143)
Amortization of licenses	302,255	225,508
Non-cash costs – operating leases	77,037	52,959
Depreciation	202,394	125,727
Foreign exchange	-	(112,139)
Equity-method investment change from earnings	-	(24,872)
Gain on bargain purchase	-	(208,176)
Stock-based compensation	145,175	287,631
Amounts receivable and prepaids	6,294	(152,046)
Inventory	(416,118)	259,435
Trade payables and accrued liabilities	(118,882)	34,962
Income taxes payable	700,352	508,850
Due to related parties	2,092	(8,807)
Operating lease liabilities	(66,578)	(117,656)
Loan to NMG Ohio LLC	-	(228,736)
<b>Cash provided by (used in) operating activities</b>	<b>256,511</b>	<b>(167,435)</b>
<b>Investing Activities</b>		
Investment in NMG Ohio, LLC , net of cash received	(54,415)	(136,326)
Investment in GLDH	-	251,189
Purchase of property and equipment	(15,650)	(99,619)
Convertible loan receivable	(162,011)	(134,729)
<b>Cash used in investing activities</b>	<b>(232,076)</b>	<b>(119,485)</b>
<b>Financing Activities</b>		
Loan repaid	(1,824)	(4,460)
<b>Cash used in financing activities</b>	<b>(1,824)</b>	<b>(4,460)</b>
Effect of exchange rate changes on cash	36,281	268,097
<b>Net Decrease in Cash</b>	<b>58,892</b>	<b>(23,283)</b>
Cash– Beginning of Period	7,374,194	1,352,130
<b>Cash– End of Period</b>	<b>\$ 7,433,086</b>	<b>\$ 1,328,847</b>

**Supplemental Disclosures with Respect to Cash Flows (Note 18)**

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

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

**1. Nature and Continuance of Operations**

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

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

**Principles of Consolidation**

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

<b>Name</b>	<b>Jurisdiction</b>	<b>Ownership</b>	<b>Date of acquisition or formation</b>
DEP Nevada Inc. (“DEP Nevada”)	Nevada, USA	100%	10 August 2017
Nevada Medical Group LLC (“NMG”)	Nevada, USA	100%	14 November 2017
NMG Long Beach LLC (“NMG LB”)	California, USA	100%	18 December 2018
NMG Cathedral City LLC	California, USA	100%	4 January 2019
NMG San Diego LLC (“NMG SD”)	California, USA	60%	30 January 2019
NMG Ohio LLC (“NMG Ohio”)	Ohio, USA	100%	27 April 2017
NMG OH 1, LLC (“NMG OH 1”)	Ohio, USA	100%	30 January 2020
NMG OH P1, LLC (“NMG OH P1”)	Ohio, USA	100%	29 January 2020
NMG MI 1, Inc. (“NMG MI 1”)	Michigan, USA	100%	24 June 2021
NMG MI C1 Inc.	Michigan, USA	100%	24 June 2021
NMG MI P1 Inc.	Michigan, USA	100%	24 June 2021

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

**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.

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

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**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 adoption of ASU 2019-12 had no material impact to the consolidated financial statements.

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

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

**3. Significant Accounting Policies**

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

**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 2021 and 31 July 2021, the Company has no allowance for doubtful accounts.



**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

*U.S. Dollars*

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**3. Significant Accounting Policies – Continued**  
**Revenue recognition**

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

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

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

See Note 17 for revenue disaggregation table.

**Inventory**

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

**Loans receivable**

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

**Property and equipment**

Property and equipment are 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

**Intangible assets**

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

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

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**3. Significant Accounting Policies – Continued  
Goodwill**

Goodwill represents the excess of the aggregate purchase price paid over the fair value of the net assets acquired in our business combinations. Goodwill is not amortized and is tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Events or changes in circumstances that could trigger an impairment review include a significant adverse change in business climate, an adverse action or assessment by a regulator, unanticipated competition, a loss of key personnel, significant changes in the manner of our use of the acquired assets or the strategy for our overall business, significant negative industry or economic trends, or significant underperformance relative to expected historical or projected future results of operations. The Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying value, including goodwill. If, after assessing the totality of events or circumstances, the Company determines that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, additional impairment testing is not required. The Company tests for goodwill impairment annually during its fourth quarter on July 31.

**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. Potentially dilutive options of 9,855,000 and warrants of 17,215,284 existed at 31 October 2021 and have been excluded, as their effect is anti-dilutive. This figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by 1 June 2022, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until 19 July 2025.

**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 2021 and 31 July 2021, 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.

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

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**3. Significant Accounting Policies – Continued**  
**Foreign currency translation**

The Company's functional currency is the Canadian dollar and its reporting currency is in U.S. dollars. The Company's subsidiaries have a functional currency in U.S. dollars. The consolidated financial statements of the Company are translated to U.S. dollars in accordance with ASC 830, "Foreign Currency Matters". Exchange gains and losses on inter-company balances that form part of the net investment in foreign operations are included in other comprehensive income. Monetary assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date. The exchange rates used to translate Canadian dollar to U.S. dollar was 0.8085 for monetary assets and liabilities and 0.7959 as an average rate for transactions occurred during the period ended 31 October 2021. Gains and losses arising on translation or settlement of foreign currency denominated transactions or balances are included in the determination of net loss.

**Stock-based compensation**

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

**Fair value measurements**

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

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

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

The convertible note receivable was valued using Level 3 inputs.

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

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

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

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

**Lease accounting**

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

**4. Financial Instruments**

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

	As of 31 October 2021	As of 31 July 2021
<b>Financial assets at fair value</b>		
Cash	\$ 7,433,086	\$ 7,374,194
Convertible loan receivable	1,810,827	1,648,816
<b>Total financial assets at fair value</b>	<u>\$ 9,243,913</u>	<u>\$ 9,023,010</u>

**Management of financial risks**

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

**Credit risk**

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Company reduces its exposure to credit risk by maintaining its cash 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.

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

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

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company ensures, as far as reasonably possible, that it will have sufficient capital in order to meet short-term business requirements, after taking into account cash flows from operations and the Company's holdings of cash. The Company has cash flows from operations of \$256,511 for the three months ended 31 October 2021, and had working capital of \$8,362,746 at 31 October 2021. The Company anticipates that current cashflow positive operations, cash on hand and working capital will ensure coverage for all expenses associated with current operations for at least the next 15 months from the issuance of these financial statements. Management believes that the Company has access to capital resources through potential public or private issuances of debt or equity securities to further contribute to the growth of the company.

**Interest rate risk**

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

**Currency risk**

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

**5. Inventory**

	31 October 2021	31 July 2021
Work in progress	\$ 615,899	\$ 503,215
Finished goods	1,843,717	1,547,493
Consumables	915,295	885,448
<b>Total</b>	<b>\$ 3,374,911</b>	<b>\$ 2,936,156</b>

**6. Convertible loan receivable**

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

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

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

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**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 \$1,810,827. 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 2021, the Company had advanced \$1,810,827 (31 July 2021 - \$1,648,816) and accrued interest income of \$18,000 (2020 - \$18,000) for the three months ended 31 October 2021. As of 31 October 2021, total interest receivable was \$168,000 (31 July 2021 - \$150,000).

**7. Loan receivable**

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

**8. Loan receivable from NMG Ohio LLC**

On 7 June 2018, the Company acquired a 30% interest in NMG Ohio, which had a cannabis dispensary and a provisional production license. On 31 January 2019, the Company entered into a definitive agreement ("Definitive Agreement") to acquire 100% ownership of NMG Ohio, or the remaining 70% interest for total cash payments of \$1,575,000 and issuance of 3,173,864 common shares of the Company.

On 17 September 2021, the Company closed the acquisition of the remaining 70% interest in NMG Ohio. The transaction included the transfer of a dispensary license for the Clubhouse Dispensary in Elyria, Ohio to our wholly owned subsidiary, NMG OH 1, which became effective on 4 September 2020 (Note 11). The transaction also included the final award of a production license which has now been transferred to our wholly owned subsidiary, NMG OH P1. As a result of the closing of this acquisition, the Company now owns 100% of NMG Ohio.

	Three Months Ended 31 October 2021	Year Ended 31 July 2021
<b>Loan receivable (payable) to NMG Ohio</b>		
Opening balance	\$ 891,279	\$ (466,495)
Advances provided to NMG Ohio	64,598	1,120,015
Foreign exchange	-	4,671
Transferred to NMG OH 1 and eliminated on consolidation	-	233,088
Acquisition of NMG Ohio (Note 11)	(955,877)	-
<b>Loan receivable from NMG Ohio</b>	<u>\$ -</u>	<u>\$ 891,279</u>

**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

*U.S. Dollars*

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

On 3 July 2019, the Company entered into the following agreements with GLDH and other third parties to acquire two dispensaries located in Long Beach and San Diego:

1. a definitive asset purchase agreement (the "Purchase Agreement") between the Company's wholly owned subsidiary, NMG LB, GLDH and Airport Collective, Inc. to acquire 100% ownership interest in GLDH's Long Beach, California dispensary (Note 11). The Purchase Agreement was executed under the following terms:

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

- i. The USD\$5,200,000 Note and accrued interest; 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 and held in escrow) (Note 16) upon NMG LB receiving the transfer of all licenses, permits and BCC authorizations for NMG LB to conduct medical and adult-use commercial cannabis retail operations. The Share Payment is subject to reduction equal to the net liability of GLDH and Airport Collective. The Share Payment reduction is pending and, as a result, the related shares have not been released from escrow.
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. The NMG SD Settlement Agreement's consideration includes the following on closing:
    - i. USD\$500,000 to be paid in common shares (624,380 common shares issued) (Note 16) to SGSD at a share price equal to the maximum allowable discount pursuant to Canadian Securities Exchange policies, upon execution of the settlement agreement;
    - ii. USD\$750,000 to be paid in common shares (issued) (Note 16) to Barakett at a price of CAD\$0.7439 per 4common share to a maximum of 1,340,502 Common Shares (the "DB Share Payment") upon NMG SD receiving all licenses, permits and authorizations for NMG SD to conduct medical commercial cannabis retail operations; and
    - iii. USD\$750,000 to be paid in common shares (issued) (Note 16) to Barakett at a price of CAD\$0.7439 per common share to a maximum of 1,340,502 common shares (the "DB Additional Shares Payment") upon NMG SD receiving all licenses, permits and authorizations for NMG SD to conduct adult-use commercial cannabis retail operations.

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
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U.S. Dollars

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

3. a lease assignment (the “Lease Assignment Agreement”) on the San Diego operation between the Company’s 60%-owned subsidiary, NMG SD, Green Road, LLC, Show Grow San Diego, LLC (“SGSD”), and SJJR LLC. The Lease Assignment Agreement was executed under the following terms:

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

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

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.

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.

The Company’s total investment in GLDH was as follows:

Note receivable	\$ 5,200,000
Share issuances	4,092,175
Share payment reduction	(793,416)
Interest income accrued on the Note	1,821,476
Advances for working capital	2,813,515
Lease Assignment Agreement payment	1,533,765
Amount transferred to Property and Equipment	(1,431,585)
Amount transferred to Brand and Licenses	(3,585,483)
Expensed during the year	(690,741)
Foreign exchange	(46,973)
	<u>8,912,733</u>
Impairment loss	(534,165)
Acquisition of ShowGrow Long Beach dispensary (Note 11)	<u>\$ (8,378,568)</u>



**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
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**10. Property and Equipment**

	<b>Office Equipment</b>	<b>Cultivation Equipment</b>	<b>Production Equipment</b>	<b>Kitchen Equipment</b>	<b>Vehicles</b>	<b>Vault Equipment</b>	<b>Leasehold Improvements</b>	<b>Total</b>
<b>Cost:</b>								
Balance, 31 July 2021	\$ 401,571	\$ 466,110	\$ 570,702	\$ 51,108	\$ 38,717	\$ 10,335	\$ 5,055,799	\$ 6,594,342
Additions	22,739	-	-	-	-	-	880,406	903,145
Balance, 31 October 2021	<u>424,310</u>	<u>466,110</u>	<u>570,702</u>	<u>51,108</u>	<u>38,717</u>	<u>10,335</u>	<u>5,936,205</u>	<u>7,497,487</u>
<b>Accumulated Depreciation:</b>								
Balance, 31 July 2021	49,765	250,544	210,166	21,722	24,328	1,790	1,142,237	1,700,552
Depreciation	14,729	17,218	19,253	1,840	1,394	1,244	146,716	202,394
Balance, 31 October 2021	<u>64,494</u>	<u>267,762</u>	<u>229,419</u>	<u>23,562</u>	<u>25,722</u>	<u>3,034</u>	<u>1,288,952</u>	<u>1,902,946</u>
<b>Net Book Value:</b>								
At 31 July 2021	<u>351,806</u>	<u>215,566</u>	<u>360,536</u>	<u>29,386</u>	<u>14,389</u>	<u>8,545</u>	<u>3,913,562</u>	<u>4,893,790</u>
At 31 October 2021	<u>\$ 359,816</u>	<u>\$ 198,348</u>	<u>\$ 341,283</u>	<u>\$ 27,546</u>	<u>\$ 12,995</u>	<u>\$ 7,301</u>	<u>\$ 4,647,252</u>	<u>\$ 5,594,541</u>

For the three months ended 31 October 2021, a total depreciation of \$27,826 (2020 - \$19,828) was included in General and Administrative Expenses and a total depreciation of \$174,568 (2020 - \$105,899) was included in Cost of Sales.

**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
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**11. Business Acquisitions**

**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. The acquisition was accounted for as a business combination in accordance with ASC 805, Business Combinations. The acquisition of The Clubhouse dispensary allows the Company to expand into the State of Ohio. This acquisition was the first part of the acquisition of the remaining 70% interest in NMG Ohio. The remaining production licenses were transferred to NMG OH P1 in the asset acquisition (Note 8) resulting in the completion of the acquisition of NMG Ohio. The following table summarizes the fair value of the assets acquired and the liabilities assumed, which were recorded as of the acquisition date, as well as the aggregate consideration for the acquisition of NMG OH 1 made by the Company:

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

**ShowGrow Long Beach dispensary**

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

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

***Pro Forma***

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

	<b>The Clubhouse Dispensary</b>	<b>NMG LB</b>
Revenue	\$ 2,075,285	\$ 1,646,847
Net income	\$ 518,924	\$ 67,719

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

	<b>Three months ended 31 October 2020</b>	
	<b>As Reported</b>	<b>Pro Forma (unaudited)</b>
Revenue	\$ 5,294,358	\$ 6,388,537
Net income	\$ (778,367)	\$ (626,693)

The unaudited pro forma information set forth above is for informational purposes only and include all adjustments necessary for the fair presentation, in all material respects, of the Company's combined operations including The Clubhouse Dispensary and NMG LB as if the business combinations occurred on 1 August 2020. No adjustments have been made to reflect potential cost savings that may occur subsequent to completion of the transactions. The unaudited pro forma financial information is not intended to reflect the results of operations of the Company which would have actually resulted had the proposed transaction been effected on the date indicated above. Further, the unaudited pro forma financial information is not necessarily indicative of the results of operations that may be obtained in the future. The actual pro forma adjustments will depend on a number of factors, and could result in a change to the unaudited pro forma financial information.



**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
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**12. Intangible Assets, Net**

	Gross carrying amount	Weighted average life (years)	As of 31 October 2021	
			Accumulated amortization	Net carrying amount
Amortizable intangible assets:				
Brand	\$ 247,000	-	\$ -	\$ 247,000
Licenses	20,718,508	10.0	(1,481,895)	19,236,613
Customer relationships	90,000	5.0	(20,800)	69,200
<b>Total intangible assets</b>	<b>\$ 21,055,508</b>		<b>\$ (1,502,695)</b>	<b>\$ 19,552,813</b>
	Gross carrying amount	Weighted average life (years)	As of 31 July 2021	
			Accumulated amortization	Net carrying amount
Amortizable intangible assets:				
Brand	\$ 247,000	-	\$ -	\$ 247,000
Licenses	20,718,508	10.0	(1,184,175)	19,534,333
Customer relationships	90,000	5.0	(16,265)	73,735
<b>Total intangible assets</b>	<b>\$ 21,055,508</b>		<b>\$ (1,200,440)</b>	<b>\$ 19,855,068</b>

Amortization expense for intangible assets was \$302,255 and \$225,508 for the three months ended 31 October 2021 and 2020, respectively. Included in the licenses is \$7,925,000 of indefinite lived assets.

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

2022 (remaining)	\$ 896,908
2023	1,199,162
2024	1,202,448
2025	1,199,162
2026	1,272,897
Thereafter	5,610,237
	<b>\$ 11,380,814</b>

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021***U.S. Dollars***13. 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 2021 and 2020 are as follows:

	<b>For the three months ended 31 October 2021</b>	<b>For the three months ended 31 October 2020</b>
A company controlled by the President, Chief Executive Officer and a director		
Management fees	\$ 119,596	\$ 37,525
A company controlled by the Chief Financial Officer and a director		
Management fees	30,602	22,686
A company controlled by a former director and former President of NMG		
Management fees	-	55,000
A company controlled by the Corporate Secretary		
Management fees	18,181	17,015
	<u>\$ 168,379</u>	<u>\$ 132,226</u>

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

- a) As of 31 October 2021, the Company owed \$32,039 (31 July 2021 - \$26,841) to the Chief Executive Officer of the Company and a company controlled by him.
- b) As of 31 October 2021, the Company owed \$10,000 (31 July 2021 - \$18,914) to the Chief Financial Officer of the Company and a company controlled by him.
- c) As of 31 October 2021, the Company owed \$12,127 (31 July 2021 - \$6,319) to the Corporate Secretary of the Company and a company controlled by him.

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

**14. Loans Payable**

The loan payable at 31 October 2021 in the amount of \$15,050 assumed from NMG LB is unsecured, non-interest bearing and has no set terms of repayment.

On 19 July 2021, the Company entered into and closed a loan agreement (the "Loan Agreement") with FG Agency Lending LLC (the "Agent") and Bomind Holdings LLC (the "Lender"). Upon entering into the Loan Agreement, the Lender provided the initial term loan (the "Initial Term Loan") in the face amount of \$6,666,667 of which \$6,000,000 was advanced to the Company with the 10% representing an origination discount as consideration for the use or forbearance of money. The Company may draw upon the remaining face amount of \$4,444,444 (the "Delayed Draw Term Loan") upon providing a 30-day request to the Agent by 1 June 2022, whereby \$4,000,000 will be advanced to the Company after applying the 10% origination discount. The Initial Term Loan and the Delayed Draw Term Loan mature on 19 July 2025 and bear interest at a rate of 13% per annum payable on the first day of each month hereafter.

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
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**14. Loans Payable – Continued**

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

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

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

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

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

**15. Operating Leases**

- a) On 10 November 2017, NMG entered into a revised five-year lease agreement for the property located at 3375 Pepper Lane, Las Vegas, NV, containing approximately 18,000 square feet. The Company has four options to extend the lease and each option is for five years. The monthly rent was \$12,500 plus common area expenses, which now increased to \$13,395 plus common area expenses. 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. The monthly rent now increased to \$6,478.
- c) On 24 April 2020, the Company assumed a five-year lease dated 1 December 2018, as amended on 13 June 2019, for the property located at 7625 Carroll Road, San Diego, CA. The Company has three options to extend the lease and each option is for five years. The monthly rent is \$15,450 per month increasing by 3% every year until 1 December 2022. The rent is now \$16,390. The lease contains a sale bonus provision of \$1,000,000 or 10% of the purchase price of the entire business, whichever is greater, in the event of sale or assignment of the lease.
- d) On August 2, 2018, NMG Ohio, LLC entered into a three-year lease agreement for the property located at 709 Sugar Lane, Elyria, Ohio 44035, containing approximately 4,100 square feet. The Company has three options to extend the lease and each option is for three years. The rent is \$4,000 per month increasing by 5% starting on 1 July 2021 and 1 July 2024.

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021***U.S. Dollars***15. Operating Leases – Continued**

- e) On 28 August 2020, the Company assumed a five-year lease dated 10 January 2017, as amended on 7 September 2018, for the property located at 3411 E. Anaheim St., Long Beach, California. The Company has one option to extend the lease for five years. The rent is \$7,317 per month increasing by 3% every year until 10 January 2022.
- f) On 14 September 2021, the Company assumed a three-year lease dated 1 October 2019 for the property located at 719 Sugar Lane, Elyria, Ohio (Note 8). The Company has three options to extend the lease and each option is for three years. The rent is \$4,000 per month.
- g) On 23 April 2021, the Company's subsidiary NMG MI 1 entered into a five-year lease for the property located at 885 E. Apple Ave., Muskegon, Michigan. The Company has three options to extend the lease and each option is for five years. The rent is \$5,000 per month increasing by 2% every year. The lease is contingent upon NMG MI 1 receiving one or more commercial marihuana municipal licenses from the City of Muskegon. The license(s) would allow NMG MI 1 to operate a dispensary for the distribution of adult-use and/or medical marihuana and all activities permissible under the Michigan and Muskegon Marihuana Laws. The Company took possession of the property effective 1 October 2021.

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

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

During the three months ended 31 October 2021, the Company accrued \$75,000 for milestones (i) and (iii) above. On 21 September 2021, the Company issued the necessary common shares to settle this liability. The Company expects milestones (ii) and (iv) to be met in the next quarter.

- h) The Company also has other lease agreements in Manistee, Michigan (Note 19). The Company has not yet taken possession of the premises.

During the three months ended 31 October 2021, the Company recorded a total lease expense of \$162,801 related to the accretion of lease liabilities and the depreciation of right-of-use assets of which \$126,339 was included in General and Administrative Expenses and \$36,462 was included in Cost of Sales.

Supplemental cash flow information related to leases was as follows:

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

Operating cash flows from operating leases	\$	152,340
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$	717,727

Weighted-average remaining lease term – operating leases	6.47 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.

**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

*U.S. Dollars*

**15. Operating Leases – Continued**

Maturities of lease liabilities were as follows:

<b>Year Ending 31 July</b>	<b>Operating Leases</b>
2022 (remaining)	\$ 589,079
2023	704,273
2024	715,262
2025	725,942
2026 and thereafter	1,877,632
Total lease payments	\$ 4,619,688
Less imputed interest	(1,430,625)
Total	\$ 3,189,063
Less current portion	(407,446)
Long term portion	2,781,617

For operating lease commitments that have not yet commenced, see Note 19, Commitments.

**16. Capital Stock**

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

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.

On 21 September 2021, the Company issued 238,929 common shares to one entity based on the terms and conditions of the certain lease agreement for the Muskegon, Michigan premises and issued an aggregate of 1,304,601 common shares to another entity based on the terms and conditions of the two lease agreements for the Manistee, Michigan premises (Notes 18 and 19).

Pursuant to the Purchase Agreement (Note 9), the Company issued 2,681,006 common shares in escrow. 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 (Notes 11 and 19).

**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 \$145,175 and \$287,631 for the three months ended 31 October 2021 and 2020, 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.

	<b>Number of options</b>	<b>Weighted average exercise price</b>	<b>Weighted average contractual term remaining (in years)</b>	<b>Aggregate intrinsic value</b>
Outstanding at 31 July 2021 and 31 October 2021	9,855,000	CAD\$0.70	2.51	CAD\$ 3,750
Vested and fully exercisable at 31 October 2021	8,336,250	CAD\$0.67	2.25	CAD\$ 19,438



**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

U.S. Dollars

**16. Capital Stock – Continued****Share Purchase Warrants**

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

Number of warrants outstanding and exercisable	Exercise price	Expiry dates
11,780,134	CAD\$1.50	17 May 2023
635,150	CAD\$1.25	16 May 2023
4,800,000	USD\$0.40	19 July 2025
17,215,284 <sup>(1)</sup>	CAD\$1.21	

(1) This figure does not include 3,200,000 warrants issued to the Agent pursuant to the Loan Agreement, which warrants are held in escrow by us and are to be released to the Agent if we draw on the Delayed Draw Term Loan by 1 June 2022, or cancelled if we do not draw on the Delayed Draw Term Loan. Each warrant, if released to the Agent, will entitle the holder to acquire one share of common stock at an exercise price of US\$0.45 per share until July 19, 2025

**17. Segmented Information and Major Customers**

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

- Wholesale;
- Retail; and
- All others

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

Segment revenue and operating income were as follows during the three months ended 31 October 2021:

	<b>31 October 2021</b>
<b>Revenue</b>	
Wholesale	\$ 1,755,799
Retail	5,815,017
All others	-
<b>Total</b>	<b>\$ 7,570,816</b>
<b>Operating income (loss)</b>	
Wholesale	\$ 803,782
Retail	866,230
All others	(2,347,266)
<b>Total</b>	<b>\$ (677,254)</b>

During the three months ended 31 October 2021, the Company had no major customer over 10% of its revenues.

**Body and Mind Inc.****Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021***U.S. Dollars***18. Supplemental Disclosures with Respect to Cash Flows**

	Three Months Ended	
	31 October	
	2021	2020
Cash paid during the period for interest	\$ 219,074	\$ -
Cash paid during the period for income taxes	\$ 1,896	\$ -

Pursuant to certain licensing milestones being achieved under a lease agreement for a premises in Muskegon, Michigan and certain licensing and operational milestones being achieved under two lease agreements for a premises in Manistee, Michigan, on 21 September 2021, the Company issued 238,929 shares of common stock to one entity based on the terms and conditions of the certain lease agreement for the Muskegon, Michigan premises and issued an aggregate of 1,304,60 shares of common stock to another entity based on the terms and conditions of the two lease agreements for the Manistee, Michigan premises (Notes 16 and 19).

On the assumption of an additional lease in Elyria, Ohio and Muskegon, Michigan, the Company recognized right-of-use assets (Note 15), and a corresponding increase in lease liabilities, in the amount of \$717,727 which represented the present value of future lease payments using a discount rate of 12% per annum.

**19. Commitments**

In connection with the strategic investment agreement with Australis dated 30 October 2018 (the "Investment Agreement") (Note 20), the Company agreed to pay a monthly service fee of \$10,000 to Australis. In connection with the Company's investment in GLDH 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.

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

**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

*U.S. Dollars*

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**19. Commitments – Continued**

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

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

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

**Body and Mind Inc.**

**Notes to Condensed Consolidated Interim Financial Statements  
For the Three Months Ended 31 October 2021**

*U.S. Dollars*

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**19. Commitments – Continued**

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

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

At 31 July 2021, the Company accrued \$200,000 for milestone (i) above. On 21 September 2021, the Company issued the necessary common shares to settle this liability (Note 16).

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

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

At 31 July 2021, the Company accrued \$200,000 for milestone (i) above. On 21 September 2021, the Company issued the necessary common shares to settle this liability (Note 16).

At 31 October 2021 and 31 July 2021, a total deposit of \$470,546 was accrued related to the Company's leases for the River Street.

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

Pursuant to the Purchase Agreement (Note 9), the Company issued 2,681,006 common shares in escrow. The share consideration remains subject to reduction with reference to the liabilities of the business that will be outstanding on the closing date, which is expected to occur in the near future. Any final settlement that is different than liabilities' balances currently recorded will be allocated to other income or expense.

**20. Other Agreements**

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

**21. Subsequent Events**

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

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

On November 30, 2021, the independent members of Compensation Committee and Board of Directors of Body and Mind approved an Executive Bonus for FY2021 for the CEO, COO. The Compensation Committee and Board of Directors approved an aggregate of 448,000 stock options (the "Options") in accordance with the Company's stock option plan at an exercise price of CAD\$0.44 per share for a term of five years expiring on November 30, 2026. The Options are subject to vesting provisions such that 25% of the Options vest six (6) months from the date of grant, 25% of the Options vest twelve (12) months from the date of grant, 25% of the Options vest eighteen (18) months from the date of grant and 25% of the Options vest twenty-four (24) months from the date of grant.

In addition, on November 30, 2021, the Company and Focus Growth Agency Lending LLC amended the Loan Agreement to extend the deadline for the delayed draw request period from December 1, 2021 to June 1, 2022. The amendment provides the Company with flexibility to request funds later than the original draw date which will allow more efficient use of capital for development projects.

Furthermore, on November 30, 2021, the Company signed a consulting agreement with Skanderbeg Capital Advisors Inc. to provide capital market advisory services, including introductions to prospective investors and merger and acquisition transactions and advising on capital structuring and other financial aspects of financings or strategic transactions. The Company agreed to pay the consultant a monthly fee of CAD\$7,500 and issue to the consultant 200,000 stock options having an exercise price of CAD\$0.44 per share for a period of three years expiring on November 3, 2024.

On December 1, 2021, I Company announced the entering into of two definitive agreements with Canopy Monterey Bay, LLC ("Canopy") and the membership interest owners (the "Sellers") of Canopy to acquire an aggregate of 100% of Canopy, which owns a retail dispensary in the limited license jurisdiction of Seaside, California.

The first purchase agreement ("PA #1") between BaM's subsidiary, DEP Nevada, Inc. ("DEP"), Canopy and all of the Sellers provides for the assignment of 80% of the membership interests of Canopy to DEP in exchange for a purchase price of US\$4.8 million comprised of US\$2.5 million in cash (the "Cash Purchase Price") and a secured promissory note in the amount of \$2.3 million bearing interest at a rate of 10% per annum compounded annually and having a maturity date of five years from the effective date of PA #1. Interest is payable for the first 6 months with the principal and accrued interest due at maturity. There are no prepayment penalties. The Cash Purchase Price is to be paid into escrow pursuant to an escrow agreement between the parties to PA #1 and Secured Trust Escrow, which Cash Purchase Price is to be released to the Sellers upon the receipt of city and state approval, or returned to DEP in the event of the denial of city and state approval and the agreement is terminated, in which case the 80% membership interests will be transferred back to the Sellers and the promissory note will be terminated.

**21. Subsequent Events – Continued**

The second purchase agreement (“PA #2”) between DEP and the one continuing Seller provides for the assignment of the remaining 20% of the membership interests of Canopy to DEP following the receipt of the city and state approval under PA #1 in exchange for US\$1 million to be paid in either shares of common stock of BaM (the “Consideration Shares”) or in cash at DEP’s sole option if such payment takes place within six (6) months following the execution of PA #1. If DEP elects to pay the purchase price in Consideration Shares, the amount of Consideration Shares shall be determined based on the 10 day volume weighted average price (“VWAP”) ending on November 30, 2021, which is US\$0.3665 per share for a total of 2,728,156 shares. In the event that six (6) months following the execution of PA #1, the value of the Consideration Shares have decreased such that total value of the Consideration Shares is less than ninety percent (90%) of its value, DEP agrees to cause BaM to issue an additional One Hundred Thousand Dollars (\$100,000) worth of shares of common stock of BaM (the “Additional Shares”) to be issued to the one continuing Seller based on the ten day VWAP calculated as of six (6) months following the closing of PA #1. PA #2 contains a working capital adjustment provision, which provides that if there is a working capital deficiency as of the closing date of PA #1, then the purchase price under PA #2 shall be reduced by the amount of the deficiency, and if there is a working capital surplus as of the closing date of PA #1, then the purchase price under PA #2 shall be increased by the amount of the surplus.

## 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, 2021, 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, 2021.*

#### Introduction

This MD&A is focused on material changes in our financial condition from July 31, 2021, our most recently completed year end, to October 31, 2021, and our results of operations for the three months ended October 31, 2021, 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, 2021.

#### Company Overview

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

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

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

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

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

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

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

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

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

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

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

### **Intercorporate Relationships**

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

<b>Name of Entity</b>	<b>Place of Incorporation/Formation</b>	<b>Ownership Interest</b>	<b>Date of Acquisition or formation</b>
DEP Nevada Inc. <sup>(1)</sup>	Nevada, USA	100%	August 10, 2017
Nevada Medical Group, LLC <sup>(2)</sup>	Nevada, USA	100%	November 14, 2017
NMG Long Beach, LLC <sup>(3)</sup>	California, USA	100%	December 18, 2018
NMG Cathedral City, LLC <sup>(4)</sup>	California, USA	100%	January 4, 2019
NMG San Diego, LLC <sup>(5)</sup>	California, USA	60%	January 30, 2019
NMG Ohio LLC <sup>(6)</sup>	Ohio, USA	100%	April 27, 2017
NMG OH 1, LLC <sup>(7)</sup>	Ohio, USA	100%	January 30, 2020
NMG OH P1, LLC <sup>(8)</sup>	Ohio, USA	100%	January 29, 2020
NMG MI 1, Inc. <sup>(9)</sup>	Michigan, USA	100%	June 24, 2021
NMG MI P1 Inc. <sup>(10)</sup>	Michigan, USA	100%	June 24, 2021
NMG MI C1 Inc. <sup>(11)</sup>	Michigan, USA	100%	June 24, 2021

#### Notes:

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



## Business Operations

### Development of Our Business

#### *Incorporation and Early Corporate History*

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

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

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

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

#### *Acquisition of Nevada Medical Group, LLC*

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

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

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

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

#### ***Convertible Loan and Management Agreements with Comprehensive Care Group LLC***

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

Pursuant to the Convertible Loan Agreement, DEP agreed to make loan advances to CCG from time to time in the aggregate principal amount of up to \$1,250,000 and as of October 31, 2021, DEP has loaned \$1,810,827 to CCG. The loan proceeds were used to fund the construction of the medical marijuana dispensary facility, and to provide working capital to cover initial operating expenses. The construction was completed and all permits and licenses were received for the dispensary in late April 2020, which opened for operations on April 27, 2020.

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

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

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

### **Acquisition of NMG Ohio LLC**

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

### **Strategic Investment and Commercial Advisory Agreements with Australis Capital Inc.**

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

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

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

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

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

Prior Agreement with Green Light District Holdings Inc.

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

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

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

- i. \$700,000 in Common Shares of the Company calculated upon execution of the assignment and first amendment to commercial lease (the “**Assignment and First Amendment**”), dated June 13, 2019, at the maximum discount allowed by the CSE to be issued to the landlord immediately following execution of the Assignment and First Amendment (1,031,725 shares issued on August 12, 2019);
- ii. \$783,765.26 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. NMG LB received all approvals and license transfer from local and state authorities to conduct medical and adult-use commercial cannabis retail operation at the Long Beach Location, which were transferred to NMG LB at the end of August 2020 and is expected to close in the near future. The purchase price is fixed and the share consideration remains subject to reduction with reference to the liabilities of the business that will be outstanding on the closing date, which is expected to occur in the near future. Any final settlement that is different than currently estimated will be allocated to other income or expense.

Contemporaneous Loan

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

Management Assignment and Assumption Agreement

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

***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 facility is approximately 7,500 square feet, and tenant improvement of the building holding the facility was completed in February 2020. The facility includes high-volume extraction equipment, which we expect will dramatically increase our manufacturing capacity and efficiency for our extraction products, including oils, wax, live resin and ambrosia. The facility also expands the kitchen area and creates an opportunity for the Company to white label for brands seeking an entry to the Nevada market. After passing all inspections, receiving all permits, and finalizing license transfer approvals, the new production facility began operations in March 2020.

**Material Contracts**

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

Loan Agreement

On July 19, 2021, we (also referred to as the “**Borrower**”), along with our subsidiaries, DEP Nevada Inc., Nevada Medical Group, LLC, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG Cathedral City, LLC, NMG CA 1, LLC, NMG CA C1, LLC, NMG MI 1, Inc., NMG MI P1, Inc., and NMG MI C1, Inc. (each, a “**Guarantor**” and collectively, the “**Guarantors**”) entered into and closed a loan agreement (the “**Loan Agreement**”) with FG Agency Lending LLC (the “**Agent**”) and Bomind Holdings LLC (the “**Lender**”), dated July 19, 2021. Upon entering into the Loan Agreement and the associated loan documents and agreements described below, the Lender provided the initial term loan (the “**Initial Term Loan**”) in the face amount of US\$6,666,667 of which US\$6,000,000 was advanced to the Company with the 10% representing an origination discount (the “**Origination Discount**”) as consideration for the use or forbearance of money. We may draw upon the remaining face amount of US\$4,444,444 (the “**Delayed Draw Term Loan**”) upon providing a 30-day request to the Agent by June 1, 2022, whereby US\$4,000,000 will be advanced to the Company after applying the Origination Discount. The Initial Term Loan and the Delayed Draw Term Loan mature on July 19, 2025 and bear interest at a rate of 13% per annum payable on the first day of each month hereafter.

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

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

The following table sets forth additional terms of the Loan Agreement and the other loan documents entered into on July 19, 2021, as amended on November 30, 2021 to extend the delayed draw request period from December 1, 2021 to June 1, 2022:

<b>Loan Term</b>	Four years
<b>Face Amount</b>	US\$11,111,111 (the “Face Amount”) funded in two (2) draws: (i) Initial Term Loan of US\$6,666,667 issued on closing; and (ii) Delayed Draw Term Loan of US\$4,444,444 issued upon 30 day request of the Company, which request must be made to the Agent by June 1, 2022.
<b>Interest Rate</b>	13% per annum, payable monthly in cash on the first of each month following funding
<b>Default Interest Rate</b>	20% per annum (inclusive of the 13% rate noted above)
<b>Origination Discount</b>	10% of the Face Amount treated as consideration for the use or forbearance of money
<b>Agent Fee</b>	The Borrower paid the Agent a US\$66,666.67 fee upon execution of the Loan Agreement, which was withheld from the initial advance of the Initial Term Loan made by the Lender. A further Agent Fee of \$44,444.44 will be withheld from the advance of the Delayed Draw Term Loan made by the Lender, if drawn upon by the Company.

<b>Lender Expenses</b>	The Borrower is required to pay the Lender’s reasonable costs, fees and expenses, including attorney’s fees, in connection with entering into the Loan Agreement and the other loan documents, subject to a cap of US\$125,000.
<b>Voluntary Prepayment</b>	The Borrower may not prepay within one year of the closing date (“ <b>No Call Period</b> ”). Provided that no event of default has occurred following the No Call Period, Borrower may prepay the principle balance, in a minimum amount of US\$1,000,000, at the following rates: (1) Following the No Call Period through two-year anniversary of the Closing Date: 107%; (2) Following the two-year anniversary of the Closing Date through the three-year anniversary of the Closing Date: 103%; and (3) following the three year anniversary of the Closing Date and prior to the Maturity Date: 100%.
<b>Mandatory Prepayment</b>	Under certain circumstances, if the Borrower or any Guarantor incurs insurance claims or condemnation proceedings, then Borrower or the Guarantor must either reinvest such proceeds in assets useful to the Borrower’s or Guarantor’s business, as applicable, or use the resulting net cash proceeds to prepay the loan. There are mandatory prepayment provisions for some change of control scenarios.
<b>Financial Covenants</b>	The Borrower and its subsidiaries taken as a whole are required to have at least \$1,500,00 in liquidity at all times reported monthly. The Borrower and Guarantors on a consolidated basis must maintain a leverage ratio of at least 3:1 for acquisitions.
<b>Other Covenants</b>	The Borrower and its subsidiaries are subject to additional covenants customary for this type of transaction, including without limitation, covenants related to notices of certain events and reporting, and covenants restricting the Borrower’s and its subsidiaries’ business activities, other debt, fundamental transactions, acquisitions and dispositions, investments, dividend payments and affiliate transactions, in each case subject to mutually agreed upon qualifications and exceptions.
<b>Events of Default</b>	The Loan Agreement contains events of defaults customary for this type of transaction, some of which are subject to mutually agreed upon cure periods and notice requirements.
<b>Remedies</b>	The Loan Agreement and the other loan documents contain remedies customary for this type of transaction, including, without limitation, giving the Lender the ability to declare the loan and all amounts owed under the Loan Agreement due and payable upon the occurrence of an event of default and to operate or sell collateral and use the proceeds to repay the loan.
<b>Other Provisions</b>	The Loan Agreement and the other loan documents contain other provisions customary for this type of transaction, including, without limitation, representations and warranties, indemnities and confidentiality undertaking.

*Security Agreement*

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

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



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

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

Pledge Agreement

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

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

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

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

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

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

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

Omnibus Collateral Assignment

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

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

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

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

Intercompany Subordinated Demand Promissory Note

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

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

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

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

### Amendment No. 1 to Loan Agreement

On November 30, 2021, we and the Guarantors entered into Amendment No. 1 to Loan Agreement (“Amendment No. 1 to Loan Agreement”) with the Agent and the Lender to (i) amend the definition of the term “Delayed Draw Request Period” to mean the period commencing on the Closing Date and ending on the earlier of the Delayed Draw Effective date or June 1, 2022, and (ii) to amend Schedule 7.17 to include as follows:

“4. On or before the date that is sixty (60) days after the Closing Date (which date may be extended in writing by Agent in its sole discretion), the Borrower shall use commercially reasonable efforts to deliver to the Agent, in form and substance reasonably acceptable to the Agent, a fully executed Landlord Waiver and Consent, by and between NMG OH 1, LLC and the applicable landlord for that certain lease property located at 709 Sugar Ln., Elyria, OH 44035.”

The foregoing description of the Amendment No. 1 to Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment No. 1 to Loan Agreement which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

### Results of Operations for the three month periods ended October 31, 2021 and 2020:

The following table sets forth our results of operations for the three month periods ended October 31, 2021 and 2020:

	October 31, 2021	October 31, 2020
	\$	\$
Sales, net of taxes	7,570,816	5,294,358
Cost of Sales	(4,080,600)	(3,494,304)
Gross Margin	3,490,216	1,800,054
General and Administrative Expenses	(3,174,907)	(2,495,363)
Loss for the Period	(677,254)	(778,367)
Foreign Currency Translation Adjustment	36,281	268,097
Comprehensive Loss	(640,973)	(510,270)
Basic and Diluted Earnings (Loss) Per Share	(0.01)	(0.01)

### Revenues

For the three month period ended October 31, 2021 we had total sales of \$7,570,816 and cost of sales of \$4,080,600 for a gross margin of \$3,490,216 compared to total sales of \$5,294,358 and cost of sales of \$3,494,304 for a gross margin of \$1,800,054 in the three month period ended October 31, 2020. The significant increase in net sales and cost of sales for the period ended October 31, 2021 is largely due to steady growth at all dispensaries.

During the three months ended October 31, 2020, the Company recorded product sales as follows:

<u>Revenues – By Segment</u>	Three months ended October 31, 2021	
	\$	%
Wholesale	1,755,799	23%
Retail	5,815,017	77%
Total	7,570,816	

### Operating Expenses

For the three month period ended October 31, 2021, operating expenses totaled \$3,174,907 compared with \$2,495,363 for the three month period ended October 31, 2020. A significant reason for the increase in operating expenses between the periods related to an increase in salaries and wages from \$782,618 to \$991,717, as the Company continues to expand, an increase in licenses, utilities and office administration from \$575,245 to \$781,615, an increase in business development from \$1,409 to \$94,759, an increase in accounting and legal fees from \$167,077 to \$259,144. The Company’s office administration and salaries and wages increased considerably as a result of various ongoing acquisitions and expansions and as a result of increased operations in Nevada as well as the total number of employees under payroll.

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The Company also had an increase in depreciation expense to \$331,544 compared to \$245,337 due to a larger balance of property and equipment and intangible assets that need to be depreciated/amortized.

### Other Items

During the three month period ended October 31, 2021, our other items accounted for \$290,391 of losses as compared to income of \$426,917 for the three month period ended October 31, 2020. The significant components in other items primarily relates to the Company's interest income on the secured convertible note and interest expense on the long-term loan payable. In 2020, other items also consisted of the Company's proportion of income on equity investee in NMG Ohio LLC of \$24,872 and the bargain purchase price of the Ohio dispensary acquisition of \$208,176.

### Net Loss

Net loss for the quarter ended October 31, 2021 totaled \$677,254 compared with a net loss of \$778,367 for the quarter ended October 31, 2020. 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 an income tax expense of \$702,172 (2020 - \$509,975) for the period.

### Other Comprehensive Income (Loss)

We recorded foreign currency translation adjustments of \$36,281 and \$268,097 for the three months ended October 31, 2021 and 2020, 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, 2021:

	<b>As of October 31, 2021</b>
	(unaudited)
Cash reserves	\$ 7,433,086
Working capital	\$ 8,362,746

At October 31, 2021, we had cash of \$7,433,086 as compared to cash of \$7,374,194 at July 31, 2021. The Company has minimal committed capital expenditures.

### **Statement of Cash flows**

During the three month period ended October 31, 2021, our net cash increased by \$58,892 (2020 – decreased by \$23,283), which included net cash provided by operating activities of \$256,511 (2020 – used \$167,435), net cash used in investing activities of \$232,076 (2020 - \$119,485), net cash used in financing activities of \$1,824 (2020 – \$4,460) and effect of exchange rate changes on cash and cash equivalents of \$36,281 (2020 - \$268,097).

#### **Cash Flow used in Operating Activities**

Cash flow provided by operating activities totaled \$256,511 and (\$167,435) during the three months ended October 31, 2021 and 2020, respectively. Significant changes in cash used in operating activities are outlined as follows:

- The Company incurred a net loss from operations of \$677,254 during the three months ended October 31, 2021 compared to \$778,367 in 2020. The net loss in 2021 included, among other things, depreciation of \$202,394 (2020 - \$125,727), amortization of licenses of \$302,255 (2020 - \$225,508), non-cash costs for operating leases of \$77,037 (2020 - \$52,959), amortization of debt discount of \$117,744 (2020 - \$74,435), accrued interest income of \$18,000 (2020 - \$106,143), and stock-based compensation of \$145,175 (2020 - \$287,631).

The following non-cash items further adjusted the loss for the three months ended October 31, 2021 and 2020:

- Decrease in amounts receivable and prepaid of \$6,294 (2020 – increase of \$152,046), increase in inventory of \$416,118 (2020 – decrease of \$259,435), decrease in trade payables and accrued liabilities of \$118,882 (2020 - increase of \$34,962), increase in income taxes payable of \$700,352 (2020 - \$508,850), increase in due to related parties of \$2,092 (2020 - decrease of \$8,807), decrease of lease liabilities of \$66,578 (2020 - \$117,656), and decrease in loan to NMG Ohio LLC of \$Nil (2020 - \$228,736).

#### ***Cash Flow used in Investing Activities***

During the three month period ended October 31, 2021, investing activities used cash of \$232,076 compared to \$119,485 during the three month period ended October 31, 2020. The change in cash used in investing activities from the three month period ended October 31, 2021 relates primarily to a convertible loan of \$162,011 (2020 - \$134,729) provided to CCG in Arkansas, additional property and equipment of \$15,650 (2020 - \$99,619) and cash provided to NMG Ohio, net of cash received on acquisition, was \$54,415 (2020 –\$136,326).

#### ***Cash Flow provided by Financing Activities***

During the three month period ended October 31, 2021, financing activities used cash of \$1,824 compared to \$4,460 during the three month period ended October 31, 2020. During the three month period ended October 31, 2021, the Company repaid a loan of \$1,824 (2020 - \$4,460).

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

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

On November 30, 2021, the independent members of our Compensation Committee and Board of Directors approved an executive bonus for FY2021 for the CEO, COO. Our Compensation Committee and Board of Directors approved an aggregate of 448,000 stock options (the "Options") in accordance with our stock option plan at an exercise price of CAD\$0.44 per share for a term of five years expiring on November 30, 2026. The Options are subject to vesting provisions such that 25% of the Options vest six (6) months from the date of grant, 25% of the Options vest twelve (12) months from the date of grant, 25% of the Options vest eighteen (18) months from the date of grant and 25% of the Options vest twenty-four (24) months from the date of grant.

In addition, on November 30, 2021, we and Focus Growth Agency Lending LLC amended the Loan Agreement to extend the deadline for the delayed draw request period from December 1, 2021 to June 1, 2022. The amendment provides us with flexibility to request funds later than the original draw date which will allow more efficient use of capital for development projects.

Furthermore, on November 30, 2021, we signed a consulting agreement with Skanderbeg Capital Advisors Inc. to provide capital market advisory services, including introductions to prospective investors and merger and acquisition transactions and advising on capital structuring and other financial aspects of financings or strategic transactions. We agreed to pay the consultant a monthly fee of CAD\$7,500 and issue the consultant 200,000 stock options having an exercise price of CAD\$0.44 per share for a period of three years expiring on November 3, 2024.

On December 1, 2021, we announced the entering into of two definitive agreements with Canopy Monterey Bay, LLC ("Canopy") and the membership interest owners (the "Sellers") of Canopy to acquire an aggregate of 100% of Canopy, which owns a retail dispensary in the limited license jurisdiction of Seaside, California.

The first purchase agreement ("PA #1") between BaM's subsidiary, DEP Nevada, Inc. ("DEP"), Canopy and all of the Sellers provides for the assignment of 80% of the membership interests of Canopy to DEP in exchange for a purchase price of US\$4.8 million comprised of US\$2.5 million in cash (the "Cash Purchase Price") and a secured promissory note in the amount of \$2.3 million bearing interest at a rate of 10% per annum compounded annually and having a maturity date of five years from the effective date of PA #1. Interest is payable for the first 6 months with the principal and accrued interest due at maturity. There are no prepayment penalties. The Cash Purchase Price is to be paid into escrow pursuant to an escrow agreement between the parties to PA #1 and Secured Trust Escrow, which Cash Purchase Price is to be released to the Sellers upon the receipt of city and state approval, or returned to DEP in the event of the denial of city and state approval and the agreement is terminated, in which case the 80% membership interests will be transferred back to the Sellers and the promissory note will be terminated.

The second purchase agreement ("PA #2") between DEP and the one continuing Seller provides for the assignment of the remaining 20% of the membership interests of Canopy to DEP following the receipt of the city and state approval under PA #1 in exchange for US\$1 million to be paid in either shares of common stock of BaM (the "Consideration Shares") or in cash at DEP's sole option if such payment takes place within six (6) months following the execution of PA #1. If DEP elects to pay the purchase price in Consideration Shares, the amount of Consideration Shares shall be determined based on the 10 day volume weighted average price ("VWAP") ending on November 30, 2021, which is US\$0.3665 per share for a total of 2,728,156 shares. In the event that six (6) months following the execution of PA #1, the value of the Consideration Shares have decreased such that total value of the Consideration Shares is less than ninety percent (90%) of its value, DEP agrees to cause BaM to issue an additional One Hundred Thousand Dollars (\$100,000.00) worth of shares of common stock of BaM (the "Additional Shares") to be issued to the one continuing Seller based on the ten day VWAP calculated as of six (6) months following the closing of PA #1. PA #2 contains a working capital adjustment provision, which provides that if there is a working capital deficiency as of the closing date of PA #1, then the purchase price under PA #2 shall be reduced by the amount of the deficiency, and if there is a working capital surplus as of the closing date of PA #1, then the purchase price under PA #2 shall be increased by the amount of the surplus.

## Critical Accounting Policies

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

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

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

- Income taxes

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

- Foreign currency

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

- Fair value of financial instruments

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

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

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

- Intellectual property

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

- Stock-based compensation

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

- Business Combination

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

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

#### **Recent Accounting Pronouncements**

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

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



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

### **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 reduces its exposure to credit risk by maintaining its cash 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 \$8,362,746 as at October 31, 2021. The Company outlined substantial doubt about its ability to continue as a going concern in prior periods which has been alleviated by securing long term debt, cash flow positive operations and increased sales. The Company anticipates that current cashflow positive operations, cash on hand and working capital will ensure coverage for all expenses associated with current operations for at least the next 15 months from the issuance of these financial statements. Management believes that the Company has access to capital resources through potential public or private issuances of debt or equity securities to further contribute to the growth of the company.

- Interest rate risk

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

- Currency risk

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

- Other risks

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

### **ITEM 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, 2021, 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, 2021 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, 2021, 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.

The Company added more experienced personnel in the accounting department to remediate this material weaknesses. However, the Company's management will not consider this 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**

There were no changes to our internal control over financial reporting that occurred during the quarter ended October 31, 2021, 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

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

### ITEM 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

Pursuant to certain licensing milestones being achieved under a lease agreement for a premises in Muskegon, Michigan and certain licensing and operational milestones being achieved under two lease agreements for a premises in Manistee, Michigan, on September 21, 2021, we issued 238,929 shares of common stock at a deemed price of CAD\$0.3938 per share to one entity based on the terms and conditions of the certain lease agreement for the Muskegon, MI premises and issued an aggregate of 1,304,601 shares of common stock at a deemed price of CAD\$0.3937 per share to another entity based on the terms and conditions of the two lease agreements for the Manistee, MI premises. We relied upon the exemption from registration under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”) provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act with respect to the issuance of the shares of common stock to the two entities.

On November 30, 2021, we issued 448,000 stock options to two executive officers to acquire 448,000 shares of common stock at an exercise price of CAD\$0.44 per share for a period of five years expiring on November 30, 2026. We relied upon the exemption from registration under the U.S. Securities Act provided by Regulation S for the one non-U.S. executive officer and upon the exemption from registration under the U.S. Securities Act provided by Section 4(a)(2) of the U.S. Securities Act for the one U.S. executive officer.

In addition, on November 30, 2021, we issued 200,000 stock options to a consultant to acquire 200,000 shares of common stock at an exercise price of CAD\$0.44 per share for a period of three years expiring on November 30, 2024. We relied upon the exemption from registration under the U.S. Securities Act provided by Regulation S for the non-U.S. consultant.

### ITEM 3 – DEFAULTS UPON SENIOR SECURITIES

None

### ITEM 4 – MINE SAFETY DISCLOSURES

Not applicable

### ITEM 5 – OTHER INFORMATION

On November 30, 2021, the independent members of our Compensation Committee and Board of Directors approved an executive bonus for FY2021 for the CEO, COO. Our Compensation Committee and Board of Directors approved an aggregate of 448,000 stock options (the “Options”) in accordance with our stock option plan at an exercise price of CAD\$0.44 per share for a term of five years expiring on November 30, 2026. The Options are subject to vesting provisions such that 25% of the Options vest six (6) months from the date of grant, 25% of the Options vest twelve (12) months from the date of grant, 25% of the Options vest eighteen (18) months from the date of grant and 25% of the Options vest twenty-four (24) months from the date of grant.

In addition, on November 30, 2021, we and Focus Growth Agency Lending LLC amended the Loan Agreement to extend the deadline for the delayed draw request period from December 1, 2021 to June 1, 2022. The amendment provides us with flexibility to request funds later than the original draw date which will allow more efficient use of capital for development projects.

Furthermore, on November 30, 2021, we signed a consulting agreement with Skanderbeg Capital Advisors Inc. to provide capital market advisory services, including introductions to prospective investors and merger and acquisition transactions and advising on capital structuring and other financial aspects of financings or strategic transactions. Pursuant to the consulting agreement we agreed to pay the consultant a monthly fee of CAD\$7,500 and issue the consultant 200,000 stock options having an exercise price of CAD\$0.44 per share for a period of three years expiring on November 3, 2024.

**ITEM 6 – EXHIBITS**

The following exhibits are included with this Quarterly Report:

<b>Exhibit</b>	<b>Description of Exhibit</b>
<a href="#">10.1</a>	<a href="#">Amendment No. 1 to Loan Agreement between Body and Mind Inc., DEP Nevada Inc., Nevada Medical Group LLC, NMG OH 1, LLC, NMG OH P1, LLC, NMG Long Beach, LLC, NMG Cathedral City, LLC, NMG CA 1, LLC, NMG CA P1, LLC, NMG CA C1, LLC, NMG MI 1, Inc., NMG MI P1, Inc., NMG MI C1, Inc., FG Agency Lending LLC and Bomind Holdings LLC, dated November 30, 2021</a>
<a href="#">31.1</a>	<a href="#">Certification of Chief Executive Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) or 15d-14(a).</a>
<a href="#">31.2</a>	<a href="#">Certification of Chief Financial Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) or 15d-14(a).</a>
<a href="#">32.1</a>	<a href="#">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.</a>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definitions Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

**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: December 15, 2021

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

Date: December 15, 2021

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

**AMENDMENT NO. 1 TO LOAN AGREEMENT**

AMENDMENT NO. 1 TO LOAN AGREEMENT (this "Amendment"), dated as of November 30, 2021 ("Amendment No. 1 Effective Date"), among Body and Mind, Inc., a Nevada corporation (the "Borrower"), DEP Nevada, Inc., a Nevada corporation ("Holdings"), the Guarantors (together with Holdings, each a "Guarantor" and collectively, the "Guarantors" set forth in the Loan Agreement (as defined below), FG Agency Lending LLC (the "Agent"), and each of the lenders a signatory hereto (the "Lender").

**RECITALS**

WHEREAS, Borrower, the Guarantors, the Lender, and Agent are parties to the Loan Agreement dated as of July 19, 2021 (as further amended by this Amendment, the "Loan Agreement");

WHEREAS, Borrower, the Guarantors, the Lender, and Agent have agreed to amend certain terms and conditions of the Loan Agreement on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

**SECTION 1. Defined Terms.** Unless otherwise specifically defined herein, each term used herein that is defined in the Loan Agreement has the meaning assigned to such term in the Loan Agreement. Each reference in the Loan Agreement to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference, and each reference in any other Loan Document to "the Loan Agreement," "thereof," "thereunder," "therein," or "thereby" or any other similar reference to the Loan Agreement shall, from the date hereof, refer to the Loan Agreement as amended hereby.

**SECTION 2. Amendment to Loan Agreement.**

- (a) The following defined terms in Section 1.1 are amended as follows:

""Delayed Draw Request Period"" means the period commencing on the Closing Date and ending on the earlier of the Delayed Draw Effective Date or June 1, 2022."

- (b) Schedule 7.17 is amended as follows:

"4. On or before the date that is sixty (60) days after the Closing Date (which date may be extended in writing by Agent in its sole discretion), the Borrower shall use commercially reasonable efforts to deliver to the Agent, in form and substance reasonably acceptable to the Agent, a fully executed Landlord Waiver and Consent, by and between NMG OH 1, LLC and the applicable landlord for that certain lease property located at 709 Sugar Ln., Elyria, OH 44035."

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**SECTION 3. Conditions to Effectiveness.** This Amendment shall be effective as of the Amendment No. 1 Effective Date, subject to the satisfaction of the following conditions:

(a) Agent shall have received this Amendment duly executed by Borrower on behalf of Borrower, the Guarantors, the Lender and Agent; and

(b) Borrower shall have paid all fees, costs, client charges and expenses of counsel for the Lender payable by the Borrower pursuant to the Loan Agreement and the other Loan Documents, including, without limitation, pursuant to Article II and Section 11.5 thereof.

**SECTION 4. Representations and Warranties.** Borrower represents and warrants as follows:

(a) The representations and warranties of Borrower contained in Article VI of the Loan Agreement or any other Loan Document are true and correct in all material respects (except that any such representations and warranties that are subject to materiality or Material Adverse Effect qualifiers shall be true and correct in all respects) on and as of the Amendment No. 1 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that any such representations and warranties that are subject to materiality or Material Adverse Effect qualifiers shall be true and correct in all respects) as of such earlier date.

(b) This Amendment has been duly authorized and executed by Borrower, and each of the Loan Documents, as amended and supplemented by this Amendment, constitutes a legal, valid and binding agreement or instrument of Borrower, enforceable against Borrower in accordance with its respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability regardless of whether considered in a proceeding in equity or at law.

**SECTION 5. Limitation on Scope: Amendment.** Except as expressly amended hereby all of the representations, warranties, terms, covenants and conditions of the Loan Agreement are and shall remain in full force and effect. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be amendments of, consents to or modifications of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of Borrower requiring the consent of Agent or Lender except to the extent specifically provided for herein. Agent and Lender have not and shall not be deemed to have waived any of their respective rights and remedies against Borrower or any other Loan Party for any existing or future Defaults or Events of Default.

**SECTION 6. Loan Document.** This Agreement is a "Loan Document" as defined and described in the Loan Agreement and all of the terms and provisions of the Loan Agreement relating to Loan Documents shall apply hereto.

**SECTION 7. Ratification and Further Assurances.**

(a) Borrower hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto), in each case, as amended by this Amendment and as otherwise previously waived or modified in writing by the Agent, and (ii) to the extent Borrower granted Liens on or security interests in any of its property pursuant to any such Loan Document as security for, or otherwise guaranteed, the Borrower's Obligations under or with respect to the Loan Documents, ratifies and reaffirms such grant of security interests and Liens and such guarantee and confirms and agrees that such security interests and Liens hereafter secure all of the Obligations, in each case, as amended hereby. Each of the Loan Parties hereby consents to this Amendment and acknowledges that each of the Loan Documents remains in full force and effect (as amended by this Amendment and as otherwise previously waived or modified in writing by the Agent) and, as so amended, is hereby ratified and reaffirmed.

(b) Borrower agrees that, upon the written request of Agent, Borrower will execute and deliver such further documents as Agent may reasonably request in order to effect the provisions of this Amendment.

**SECTION 8. Incorporation by Reference.** The governing law, jurisdiction and waiver of jury trial provisions in Sections 11.12 (Governing Law), 11.13 (Submission to Jurisdiction; Waivers), and Section 11.14 (Waiver of Defense of Illegality) of the Loan Agreement are hereby incorporated by reference into this Amendment and shall apply, *mutatis mutandis*, to this Amendment.

**SECTION 9. Loan Agreement Governs.** Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any Lender or Agent under the Loan Agreement or any other Loan Document, and shall not alter, modify, amend, novate or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or any other Loan Document. This Amendment shall be deemed incorporated in, and made a part of, the Loan Agreement and the Loan Agreement, as amended by this Amendment, shall be read, taken and construed as one and the same instrument. Nothing herein shall be deemed to entitle Borrower to a future consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or any other Loan Document in similar or different circumstances.

**SECTION 10. Counterparts; Effectiveness.** This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when it has been executed by Borrower, each Lender party hereto and Agent on the date hereof and when Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Amendment by email as a “.pdf” or “.tif” or similar attachment shall be effective as delivery of a manually executed counterpart of this Amendment.



**SECTION 11. Severability.** If any term or provision of this Amendment is adjudicated to be invalid under applicable laws or regulations, such provision shall be inapplicable to the extent of such invalidity without affecting the validity or enforceability of the remainder of this Amendment which shall be given effect so far as possible.

**SECTION 12. Release.** Each of the Borrower and Guarantor does hereby release, remise, acquit and forever discharge Agent, Lender and their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporation, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all action and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties, in the case of each of the foregoing in any way directly or indirectly arising out of or in any way connected to this Amendment, the Loan Agreement and the other Loan Documents, prior to and including the date of execution hereof(all of the foregoing hereinafter called the "Released Matters"). Each of the Borrower and the Guarantors hereby acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each of the Borrower and the Guarantors represent and warrant to Agent and Lender that it has not purported to transfer, assign or otherwise convey any right, title or interest of the Borrower and the Guarantors in any Released Matter to any other Person and that the foregoing constitutes a full and complete release of all Released Matters.

*[Signature Page Follows]*

**BORROWER:**

**BODY AND MIND INC.**

By: /s/ Michael Mills  
Name: Michael Mills  
Title: Chief Executive Officer

**GUARANTORS:**

**DEP NEVADA INC.**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Chief Operations Officer

**NEVADA MEDICAL GROUP LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG OH 1, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG OH P1, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG LONG BEACH, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG CATHEDRAL CITY, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG CA 1, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

*[Signature Page to Amendment No. 1 to Loan Agreement]*

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**NMG CA P1, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG CA C1, LLC**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Manager

**NMG MI 1, INC.**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Chief Operations Officer

**NMG MI P1, INC.**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Chief Operations Officer

**NMG MI C1, INC.**

By: /s/ Stephen 'Trip' Hoffman  
Name: Stephen 'Trip' Hoffman  
Title: Chief Operations Officer

*[Signature Page to Amendment No. 1 to Loan Agreement]*

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**AGENT:**

**FG AGENCY LENDING LLC**

By: /s/ Peter A. Bio

Name: Peter A. Bio

Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to Loan Agreement]*

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**LENDER:**

**BOMIND HOLDINGS LLC**

By: /s/ Peter A. Bio

Name: Peter A. Bio

Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to Loan Agreement]*

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## 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: December 15, 2021

/s/ Michael Mills

Michael Mills, President and CEO  
(Principal Executive Officer)

## 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: December 15, 2021

/s/ Dong Shim

\_\_\_\_\_  
Dong H. Shim, CFO

(Principal Financial Officer and Principal Accounting Officer)

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

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, 2021, 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: December 15, 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.