**THC BioMed Form 7**

**MONTHLY PROGRESS REPORT**

**August 2021**

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| Name of CSE Issuer  | **THC BioMed Intl Ltd.** (“**THC BioMed**”) |
| Trading Symbol:  | **THC** |
| Number of Outstanding Listed Securities  | **163,838,556 common shares and 52,624,880 reserved for Issuance**  |
| Date:  | **September 7, 2021** |

**Report on Business**

1. Provide a general overview and discussion of the development of the Issuer’s business and operations over the previous month. Where the Issuer was inactive disclose this fact.

**During the period, the Issuer announced that it had closed a non-brokered private placement of convertible debentures for gross proceeds of $500,000 (the “Debenture”) from a company owned by John Miller, President, CEO and director, and Hee Jung Chun, CFO and director (the “Creditor”). The Debenture is dated August 10, 2021. The term of the Debenture is 24 months (2 years) and bears interest at 10% per annum calculated on an annual basis and payable monthly. The Debenture is convertible into common shares of the Company (“Common Shares”) at a price of $0.10 per share, at any time of the election of the company holding the Debenture.**

**The proceeds of the Debenture are being used by the Company toward working capital and general corporate purposes.**

**On August 17, the Issuer announced that it had completed a shipment of its THC Kiss Mango Beverage Shot to Ontario Cannabis Stores.**

**On August 26, the Issuer announced that it had received a re-order of its newly introduced THC KISS Cannabis Biscuits, from its Saskatchewan distributer.**

**On August 31, the Issuer announced that it had also shipped its THC KISS Cannabis Biscuits to BC Cannabis Stores.**

**THC KISS Cannabis Biscuits are infused with 10 mg of THC KISS extract, a fast acting, full spectrum proprietary cannabis extract invented by THC BioMed. THC KISS Cannabis Biscuits come in three delicious varieties: Shortbread, Cocoa and Cinnamon.**

1. Provide a general overview and discussion of the activities of management.

**Management continues to work on the conduct of the company’s business plan, growth and harvest of product, new product testing and expansion plans.**

1. Describe and provide details of any new products or services developed or offered. For resource companies, provide details of new drilling, exploration or production programs and acquisitions of any new properties and attach any mineral or oil and gas or other reports required under Ontario securities law.

**THC KISS Cocoa Biscuits, with 10mg of THC, are the latest edibles from THC BioMed. Each bag contains one rich chocolate flavoured biscuit that has a light and crumbly texture. The THC KISS Cannabis Biscuits come in three delicious varieties: Shortbread, Cocoa and Cinnamon.**

1. Describe and provide details of any products or services that were discontinued. For resource companies, provide details of any drilling, exploration or production programs that have been amended or abandoned.

**None.**

1. Describe any new business relationships entered into between the Issuer, the Issuer’s affiliates or third parties including contracts to supply products or services, joint venture agreements and licensing agreements etc. State whether the relationship is with a Related Person of the Issuer and provide details of the relationship.

**None.**

1. Describe the expiry or termination of any contracts or agreements between the Issuer, the

Issuer’s affiliates or third parties or cancellation of any financing arrangements that have been previously announced.

**None.**

1. Describe any acquisitions by the Issuer or dispositions of the Issuer’s assets that occurred during the preceding month. Provide details of the nature of the assets acquired or disposed of and provide details of the consideration paid or payable together with a schedule of payments if applicable, and of any valuation. State how the consideration was determined and whether the acquisition was from or the disposition was to a Related Person of the Issuer and provide details of the relationship.

**None.**

1. Describe the acquisition of new customers or loss of customers.

**The Issuer has continued to register new patients.**

1. Describe any new developments or effects on intangible products such as brand names, circulation lists, copyrights, franchises, licenses, patents, software, subscription lists and trademarks.

**None.**

1. Report on any employee hiring’s, terminations or lay-offs with details of anticipated length of lay-offs.

**None, except in the ordinary course of business.**

1. Report on any labour disputes and resolutions of those disputes if applicable.

**None.**

1. Describe and provide details of legal proceedings to which the Issuer became a party, including the name of the court or agency, the date instituted, the principal parties to the proceedings, the nature of the claim, the amount claimed, if any, if the proceedings are being contested, and the present status of the proceedings.

**None.**

1. Provide details of any indebtedness incurred or repaid by the Issuer together with the terms of such indebtedness.

**None.**

1. Provide details of any securities issued and options or warrants granted.

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| --- | --- | --- | --- |
| Security | Number Issued | Details of Issuance | Use of Proceeds(1) |
| **Convertible Debenture** | **1** | **The Debenture is dated August 10, 2021. The term of the Debenture is 24 months (2 years) and bears interest at 10% per annum calculated on an annual basis and payable monthly. The Debenture is convertible into common shares of the Company (“Common Shares”) at a price of $0.10 per share, at any time of the election of the company holding the Debenture.****In the event that the Company’s common share price on a Canadian stock exchange is $0.60 or greater per common share for a period of 10 or more consecutive trading days, the Company can force the conversion of the entire principal amount plus interest accrued into common shares of the Company at $0.10 *per* share.** **The Company may provide 30 day’s written notice to the Creditor that it intends to prepay the entire Principal Amount plus the interest accrued up to the date of prepayment. After receipt of a Notice of Prepayment, the Creditor may elect to convert the Principal Amount plus interest accrued within the 30-day notice period.** **Upon the occurrence of standard events of default, all principal and interest outstanding under this Convertible Debenture shall become immediately due and payable by the Company upon demand by the Creditor.**  | **The proceeds will be used toward working capital and general corporate purposes.**  |

*(1) State aggregate proceeds and intended allocation of proceeds.*

1. Provide details of any loans to or by Related Persons.

**None.**

1. Provide details of any changes in directors, officers or committee members.

**None.**

1. Discuss any trends which are likely to impact the Issuer including trends in the Issuer’s market(s) or political/regulatory trends.

**The Issuer’s business involves certain risks and uncertainties that are inherent to the Issuer’s industry. For disclosure on risks related to an investment in the Issuer, please refer to the Issuer’s most recent Management’s Discussion and Analysis under the titles “Financial Instruments and Risk Management” and “Other Risks and Uncertainties”, which is available on SEDAR at** [**www.sedar.com**](http://www.sedar.com)**.**

**The outbreak of COVID-19 has significantly increased economic uncertainty. In addition, public and private sector policies and initiatives to reduce the transmission of COVID-19, such as the imposition of travel restrictions and the adoption of remote working, have impacted our business and operations. COVID-19 is impacting our contractors’ ability to provide services to us, including professional services such as accounting and auditing due to social distancing measures.**

**Certificate of Compliance**

The undersigned hereby certifies that:

1. The undersigned is a director and senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.
2. As of the date hereof there were is no material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to CSE that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all CSE Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 7 Monthly Progress Report is true.

Dated: **September 7, 2021**

 **John Miller**

Name of Director or Senior Officer

 ***/s/ John Miller***

Signature

**President and CEO**

Official Capacity

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| ***Issuer Details***  |   |   |
| Name of Issuer: **THC BioMed Intl Ltd.**  | For Month End **August** | Date of Report: YYYYMMDD **2021/09/7** |
| Issuer Address:**P.O. Box 20033 Towne Centre**  |  |
| City/Province/Postal Code: **Kelowna, BC V1Y 9H2**  | Issuer Fax No.: **N/A**  | Issuer Telephone No. **(250) 870-2512**  |
| Contact Name: **John Miller**  | Contact Position: **President & CEO**  | Contact Telephone No. **(250) 870-2512**  |
| Contact Email Address: **info@thcbiomed.com**  | Web Site Address: **www.thcbiomed.com**  |