FORM 7

MONTHLY PROGRESS REPORT

Name of Listed Issuer: **Benchmark Botanics Inc.** (the “Issuer”).

Trading Symbol: **BBT**

Number of Outstanding Listed Securities: **141,714,641**

Date: **October 5, 2018**

This Monthly Progress Report must be posted before the opening of trading on the fifth trading day of each month. This report is not intended to replace the Issuer’s obligation to separately report material information forthwith upon the information becoming known to management or to post the forms required by Exchange Policies. If material information became known and was reported during the preceding month to which this report relates, this report should refer to the material information, the news release date and the posting date on the Exchange website.

This report is intended to keep investors and the market informed of the Issuer’s ongoing business and management activities that occurred during the preceding month. Do not discuss goals or future plans unless they have crystallized to the point that they are "material information" as defined in the Policies. The discussion in this report must be factual, balanced and non-promotional.

**General Instructions**

1. Prepare this Monthly Progress Report using the format set out below. The sequence of questions must not be altered nor should questions be omitted or left unanswered. The answers to the items must be in narrative form. State when the answer to any item is negative or not applicable to the Issuer. The title to each item must precede the answer.
2. The term “Issuer” includes the Issuer and any of its subsidiaries.
3. Terms used and not defined in this form are defined or interpreted in Policy 1 – Interpretation and General Provisions.

**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.

(a) On September 10, 2018 the Company closed its previously announced non-brokered private placement for aggregate gross proceeds of $2,000,000 (the “**Private Placement**”) with an arm’s-length party (the “Investor”).

The Private Placement involved the sale of 2,666,667 units (the “**Units**”) at a price of $0.75 per Unit. Each Unit is comprised of one common share of the Company (each, a “**Share**”) and one common share purchase warrant (each, a “**Warrant**”). Each Warrant shall be exercisable into one Share at a price of $1.20 for a period of 24 months from the closing date of the Private Placement. All of the Units, Shares and Warrants will be subject to a restricted period of four months and one day from the date of closing of the Private Placement. The Investor has the option to subscribe for an additional 2,666,666 Units on or before the day that is five business days after the closing date of the initial subscription at a subscription price of $0.75 per Unit.

The Company intends to use the net proceeds from the sale of the Units for general working capital purposes and the costs of setting up the Company’s extraction operations. The Private Placement is subject to acceptance by the Canadian Securities Exchange.

(b) On September 18, 2018, the Company has entered into a Trademarks License Agreement (the “**Agreement**”) with Leidseplein Beheer B.V. (the “**Licensor**”), a company incorporated under the laws of the Netherlands, in which the Licensor has agreed to grant the Company use of “The Bulldog” trademark in Canada upon the terms and conditions set out in the Agreement.

Under the terms of the Agreement, the Company will pay an upfront fee of $120,000 to the Licensor, such amount to be satisfied by the issuance to the Licensor of 214,286 common shares of the Company at a price of $0.56 per share, based on the closing price of the Company’s common shares on the Canadian Securities Exchange on September 19, 2018.

As partial consideration for the license granted, the Company will pay to the Licensor royalties based on a percentage of Revenues of the products sold and services provided using “The Bulldog” trademark during the term of the Agreement within 30 days of the end of each quarter of each calendar year.

Under the Agreement, Revenue means the arm’s length gross sales received for sales of all licensed products to a third party after deduction of the sales tax and charges for freight, transportation and delivery of licensed products if these costs incurred.

c) On September 7, 2018, one of the Company's former officer exercised their stock options to purchase total 100,000 common shares at a price of $0.20 per Common Share. The share certificates have been issued to them.

d) On September 20, 2018, one of the Company's former director exercised their stock options to purchase total 100,000 common shares at a price of $0.20 per Common Share. The share certificates have been issued to them.

e) On September 24, 2018, the Company entered into a senior financial advisor consulting agreement. The monthly consulting fee was $7,500 plus HST.

f) On September 28, 2018, the Company has entered into a definitive agreement to supersede the letter agreement with 1139000 B.C. Ltd. (1139) for the development of approximately four acres of greenhouse operations to be located in Pitt Meadows, B.C., beneficially owned by 1139.

Under the terms of the agreement, Benchmark has agreed, through its wholly owned subsidiary, Potanicals Green Growers Inc., to apply for a licence under the Access to Cannabis for Medical Purposes Regulations (ACMPR) for the property and, upon receipt of a licence under the ACMPR, will earn a 25-per-cent interest in 1139, the owner of the property. Upon the property being developed to a commercial stage, Benchmark will have the right to increase its ownership to 51 per cent of 1139 in consideration for the issuance of common shares of Benchmark, such number of shares to be based on the then fair market value of 1139.

Pursuant to the agreement, 1139 is responsible for construction of the necessary facilities on the property in order for a licence under the ACMPR to be obtained. Benchmark has agreed to indemnify 1139 for certain expenses relating to the acquisition of the property and construction of the facilities in the event that Potanicals fails to obtain a licence under the ACMPR for the property by June 30, 2019, subject to extension in certain circumstances.

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

**See Item 1 above.**

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.

**The Issuer, through Potanicals, intends to cultivate and, if its producer's license is amended by Health Canada, sell medical marijuana in Canada.**

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.

**Not applicable**

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.

**See Item 1 above.**

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.

**Not applicable**

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.

**Not applicable**

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

**Not applicable**

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

**Not applicable**

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

**Not applicable**

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

**Not applicable**

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.

**Not applicable**

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

**Not applicable**

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

**On September 5, 2018, the Company issued 2,666,667 common shares by a private placement.**

**On September 7, 2018, the Company issued 100,000 common shares by exercise of stock options.**

**On September 20, 2018, the Company issued 100,000 common shares by exercise of stock options.**

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

**Not applicable**

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

**Not applicable**

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

**Not applicable**

**Certificate Of Compliance**

The undersigned hereby certifies that:

1. The undersigned is a director and/or 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 the Exchange 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 Exchange Requirements (as defined in CNSX Policy 1).
4. All of the information in this Form 7 Monthly Progress Report is true.

Dated **October 5, 2018**.

 **Ping Zhang**
Name of Director or Senior Officer

 ***"Ping Zhang"***
Signature

**Chief Executive Officer**
Official Capacity

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| ***Issuer Details***Name of Issuer**Benchmark Botanics Inc.** | For Month End**September 2018** | Date of ReportYY/MM/D**2018/10/05** |
| Issuer Address**Suite 105 – 6111 London Road** |
| City/Province/Postal Code**Richmond, BC V7E 3S3** | Issuer Fax No.**(604) 631-3309** | Issuer Telephone No.**(604) 238-0005** |
| Contact Name**Jin Kuang** | Contact Position**Controller and Corporate Secretary** | Contact Telephone No.**(604) 339-7688** |
| Contact Email Address**Jinkuang@bbtinc.ca** | Web Site Address**www.benchmarkbotanics.ca** |