

# TARGET GROUP INC.

## FORM 10-Q (Quarterly Report)

Filed 11/07/22 for the Period Ending 09/30/22

Telephone	905-541-3833
CIK	0001586554
Symbol	CBDY
SIC Code	2833 - Medicinal Chemicals and Botanical Products
Industry	Healthcare Facilities & Services
Sector	Healthcare
Fiscal Year	12/31

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

**FORM 10-Q**

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

For the quarterly period ended September 30, 2022

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: 000-55066

**TARGET GROUP INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**20 Hempstead Drive**  
**Hamilton, Ontario, Canada**  
(Address of principal executive officers)

**46-3621499**  
(I.R.S. Employer  
Identification No.)

**L8W 2E7**  
(Zip Code)

**+1 905-541-3833**

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered under Section 12(b) of the Act:  
None

Securities registered under Section 12(g) of the Act:  
Common Stock, Par Value \$0.0001

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 last 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 the definitions of "large accelerated filer," "accelerated filer," "small 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

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

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of each exchange on which registered</u>
N/A	N/A	N/A

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter was \$4,627,695 as of June 30, 2022.

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: As of November 7, 2022, the registrant had 617,025,999 shares of Common Stock issued and outstanding.

**TABLE OF CONTENTS**

**[PART I – FINANCIAL INFORMATION](#)**

<a href="#">Item 1. Condensed Consolidated Interim Financial Statements (Unaudited)</a>	3
<a href="#">Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	4
<a href="#">Item 3. Quantitative and Qualitative Disclosures About Market Risk</a>	14
<a href="#">Item 4. Controls and Procedures</a>	14

**[PART II – OTHER INFORMATION](#)**

<a href="#">Item 1. Legal Proceedings</a>	15
<a href="#">Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</a>	16
<a href="#">Item 3. Defaults Upon Senior Securities</a>	16
<a href="#">Item 4. Mine Safety Disclosures</a>	16
<a href="#">Item 5. Other Information</a>	16
<a href="#">Item 6. Exhibits</a>	17

**PART I – FINANCIAL INFORMATION**

**ITEM 1. UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS.**

**TARGET GROUP INC.**

**UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

**INDEX**

<a href="#">Condensed Consolidated Balance Sheets as of September 30, 2022 (Unaudited) and December 31, 2021</a>	F-1
<a href="#">Condensed Consolidated Statements of Operations and Comprehensive Loss for the three and nine months ended September 30, 2022 and 2021 (Unaudited)</a>	F-2
<a href="#">Condensed Consolidated Statements of Stockholders' Deficit for the three and nine months ended September 30, 2022 and 2021 (Unaudited)</a>	F-1
<a href="#">Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2022 and 2021 (Unaudited)</a>	F-1
<a href="#">Notes to Condensed Consolidated Interim Financial Statements (Unaudited)</a>	F-2 - F-22

**TARGET GROUP INC.  
CONDENSED CONSOLIDATED BALANCE SHEETS**

		September 30, 2022 \$ (unaudited)	December 31, 2021 \$
<b>ASSETS</b>			
<b>Current assets</b>			
Cash		197,705	113,079
Restricted cash		8,390	9,072
Accounts receivable, no allowance		2,068	2,068
Inventory	Note 3	99,000	99,000
Prepaid asset		41,222	44,567
Sales tax recoverable, net of allowance	Note 4	—	21,637
Receivable from joint venture	Note 6	510,985	290,855
Other receivable	Note 8	3,648	3,944
<b>Total current assets</b>		<b>863,018</b>	<b>584,222</b>
<b>Long term assets</b>			
Fixed assets	Note 5	5,698,651	6,841,770
Investment in joint venture	Note 6	569,194	1,870,123
Goodwill	Note 7	3,405,882	3,682,236
Operating lease right-of-use assets	Note 9	66,176	84,618
<b>Total long term assets</b>		<b>9,739,903</b>	<b>12,478,747</b>
<b>Total assets</b>		<b>10,602,921</b>	<b>13,062,969</b>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>			
<b>Current liabilities</b>			
Bank overdraft		506	506
Accounts payable and accrued liabilities		1,941,134	2,885,909
Settlement payable	Note 1	—	10,000
Sales tax payable	Note 4	10,979	—
Payable to related parties, net	Note 8	4,309,399	1,037,104
Operating lease liability - Current portion	Note 9	106,990	101,356
Convertible promissory notes, net	Note 10	480	480
Derivative liability	Note 10	10,678	7,902
<b>Total current liabilities</b>		<b>6,380,166</b>	<b>4,043,257</b>
<b>Long term liabilities</b>			
Payable to related parties, net - Non-current portion	Note 8	5,673,712	9,621,696
Operating lease liability - Non-current portion	Note 9	1,331,212	1,528,033
Warrant liability	Note 11	468	22,095
<b>Total long term liabilities</b>		<b>7,005,392</b>	<b>11,171,824</b>
<b>Total liabilities</b>		<b>13,385,558</b>	<b>15,215,081</b>
Contingencies and commitments	Note 13	—	—
<b>Stockholders' deficiency</b>			
Preferred stock	Note 11	100	100
Common stock	Note 11	61,703	61,703
Shares to be issued	Note 11	175,109	174,722
Additional paid-in capital		24,985,697	24,985,697
Accumulated deficit		(26,861,862)	(26,263,614)
Accumulated comprehensive loss		(1,143,384)	(1,110,720)
<b>Total stockholders' deficiency</b>		<b>(2,782,637)</b>	<b>(2,152,112)</b>
<b>Total liabilities and stockholders' deficiency</b>		<b>10,602,921</b>	<b>13,062,969</b>

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

**TARGET GROUP INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**  
**(UNAUDITED)**

	For the three months ended September 30, 2022 \$	For the three months ended September 30, 2021 \$	For the nine months ended September 30, 2022 \$	For the nine months ended September 30, 2021 \$
<b>REVENUE</b>	—	—	—	—
<b>OPERATING EXPENSES</b>				
Advisory and consultancy fee	246	6,453	18,939	15,068
Management services fee	19,399	72,562	102,915	226,359
Salaries and wages	—	(2,051)	9,775	(8,811)
Legal and professional fees	41,253	72,065	213,844	187,862
Depreciation expense	220,390	240,983	673,349	731,126
Operating lease expense	Note 9 (81,976)	30,318	(115,881)	653
Office and general	79,195	7,084	10,249	(10,643)
<b>Total operating expenses</b>	<u>278,507</u>	<u>427,414</u>	<u>913,190</u>	<u>1,141,614</u>
<b>OTHER EXPENSES (INCOME)</b>				
Change in fair value of derivative and warrant liability	(2,040)	(2,842,168)	(18,852)	(2,204,772)
(Gain) loss on settlement	—	—	—	(26,360)
Interest and bank charges	269,106	266,098	830,167	718,784
Exchange (income) loss	(130,870)	(67,015)	(172,863)	24,910
Other income	Note 6 (49,346)	(4,694)	(747,122)	(14,021)
Allowance (recovery) for sales tax recoverable	1,756	(23,223)	(503)	(21,725)
Share of (income) loss from joint venture	Note 6 (93,819)	33,458	(244,867)	7,971
Debt issuance cost	Note 8 12,855	13,318	39,098	40,080
<b>Total other expenses (income)</b>	<u>50,890</u>	<u>(2,624,226)</u>	<u>(271,694)</u>	<u>(1,475,133)</u>
<b>Net income (loss) before income taxes</b>	<u>(286,149)</u>	<u>2,196,812</u>	<u>(598,248)</u>	<u>333,519</u>
Income taxes	—	—	—	—
<b>Net (loss) income</b>	<u>(286,149)</u>	<u>2,196,812</u>	<u>(598,248)</u>	<u>333,519</u>
Foreign currency translation adjustment	(15,319)	(64,772)	(32,664)	51,048
<b>Comprehensive (loss) income</b>	<u>(301,468)</u>	<u>2,132,040</u>	<u>(630,912)</u>	<u>384,567</u>
(Loss) earnings per share - basic and diluted	<u>(0.0005)</u>	<u>0.0036</u>	<u>(0.0010)</u>	<u>0.0001</u>
Weighted average shares - basic and diluted	<u>617,025,999</u>	<u>616,668,856</u>	<u>617,025,999</u>	<u>588,351,180</u>

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

[Table of Contents](#)

**TARGET GROUP INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT**  
**(UNAUDITED) FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022**

	Preferred stock		Common stock		Shares to be issued		Stock subscription receivable	Additional paid-in capital	Accumulated deficit	Accumulated comprehensive loss	Total
	Shares	Amount	Shares	Amount	Shares	Amount					
	#	\$	#	\$	#	\$	\$	\$	\$	\$	\$
<b>As at June 30, 2022</b>	<u>1,000,000</u>	<u>100</u>	<u>617,025,999</u>	<u>61,703</u>	<u>1,547,776</u>	<u>174,989</u>	<u>—</u>	<u>24,985,697</u>	<u>(26,575,713)</u>	<u>(1,128,065)</u>	<u>(2,481,289)</u>
Shares issued as consideration for consideration of the intellectual property rights [Note 11]	—	—	—	—	15,624	120	—	—	—	—	120
Net loss	—	—	—	—	—	—	—	—	(286,149)	—	(286,149)
Foreign currency translation	—	—	—	—	—	—	—	—	—	(15,319)	(15,319)
<b>As at September 30, 2022</b>	<u>1,000,000</u>	<u>100</u>	<u>617,025,999</u>	<u>61,703</u>	<u>1,563,400</u>	<u>175,109</u>	<u>—</u>	<u>24,985,697</u>	<u>(26,861,862)</u>	<u>(1,143,384)</u>	<u>(2,782,637)</u>

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**TARGET GROUP INC.  
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT  
(UNAUDITED) FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2021**

	Preferred stock		Common stock		Shares to be issued		Stock subscription receivable	Additional paid-in capital	Accumulated deficit	Accumulated comprehensive loss	Total
	Shares	Amount	Shares	Amount	Shares	Amount					
	#	\$	#	\$	#	\$		\$	\$	\$	\$
<b>As at June 30, 2021</b>	<u>1,000,000</u>	<u>100</u>	<u>617,668,857</u>	<u>61,767</u>	<u>1,842,423</u>	<u>192,948</u>	<u>(23,697)</u>	<u>24,990,637</u>	<u>(28,399,788)</u>	<u>(1,059,149)</u>	<u>(4,237,182)</u>
Cancellation of shares [Note 11]	—	—	—	—	—	—	—	—	—	—	—
Shares issued as consideration for consideration of the intellectual property rights [Note 11]	—	—	—	—	15,624	280	—	—	—	—	280
Cancellation of shares	—	—	(1,000,001)	(100)	—	—	23,697	(23,597)	—	—	—
Net income	—	—	—	—	—	—	—	—	2,196,812	—	2,196,812
Foreign currency translation	—	—	—	—	—	—	—	—	—	(64,772)	(64,772)
<b>As at September 30, 2021</b>	<u>1,000,000</u>	<u>100</u>	<u>616,668,856</u>	<u>61,667</u>	<u>1,858,047</u>	<u>193,228</u>	<u>—</u>	<u>24,967,040</u>	<u>(26,202,976)</u>	<u>(1,123,921)</u>	<u>(2,104,862)</u>

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**TARGET GROUP INC.  
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT  
(UNAUDITED) FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022**

	Preferred stock		Common stock		Shares to be issued		Stock subscription receivable	Additional paid-in capital	Accumulated deficit	Accumulated comprehensive loss	Total
	Shares	Amount \$	Shares	Amount \$	Shares	Amount \$					
<b>As at December 31, 2021</b>	<u>1,000,000</u>	<u>100</u>	<u>617,025,999</u>	<u>61,703</u>	<u>1,516,528</u>	<u>174,722</u>	<u>—</u>	<u>24,985,697</u>	<u>(26,263,614)</u>	<u>(1,110,720)</u>	<u>(2,152,112)</u>
Shares issued on conversion of convertible promissory notes [Note 11]	—	—	—	—	46,872	387	—	—	—	—	387
Net loss	—	—	—	—	—	—	—	—	(598,248)	—	(598,248)
Foreign currency translation	—	—	—	—	—	—	—	—	—	(32,664)	(32,664)
<b>As at September 30, 2022</b>	<u>1,000,000</u>	<u>100</u>	<u>617,025,999</u>	<u>61,703</u>	<u>1,563,400</u>	<u>175,109</u>	<u>—</u>	<u>24,985,697</u>	<u>(26,861,862)</u>	<u>(1,143,384)</u>	<u>(2,782,637)</u>

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[Table of Contents](#)

**TARGET GROUP INC.  
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT  
(UNAUDITED) FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

	Preferred stock		Common stock		Shares to be issued		Stock subscription receivable	Additional paid-in capital	Accumulated deficit	Accumulated comprehensive loss	Total
	Shares	Amount \$	Shares	Amount \$	Shares	Amount \$					
<b>As at December 31, 2020</b>	<u>1,000,000</u>	<u>100</u>	<u>573,277,094</u>	<u>57,328</u>	<u>1,811,175</u>	<u>192,121</u>	<u>—</u>	<u>23,940,696</u>	<u>(26,536,495)</u>	<u>(1,174,969)</u>	<u>(3,521,219)</u>
Cancellation of shares <i>[Note 11]</i>	—	—	(1,000,001)	(100)	1,000,001	23,697	—	(23,597)	—	—	—
Shares issued as consideration for consideration of the intellectual property rights	—	—	—	—	46,872	1,107	—	—	—	—	1,107
Shares issued on conversion of convertible promissory notes <i>[Note 11]</i>	—	—	175,099	17	—	—	—	2,631	—	—	2,648
Extinguishment of derivative liability upon conversion of notes	—	—	—	—	—	—	—	228	—	—	228
Shares issued for prior private placements	—	—	44,216,664	4,422	(44,216,664)	(1,051,504)	—	1,047,082	—	—	—
Private placement held during the period	—	—	—	—	43,216,663	1,027,807	—	—	—	—	1,027,807
Net income	—	—	—	—	—	—	—	—	333,519	—	333,519
Foreign currency translation	—	—	—	—	—	—	—	—	—	51,048	51,048
<b>As at September 30, 2021</b>	<u>1,000,000</u>	<u>100</u>	<u>616,668,856</u>	<u>61,667</u>	<u>1,858,047</u>	<u>193,228</u>	<u>—</u>	<u>24,967,040</u>	<u>(26,202,976)</u>	<u>(1,123,921)</u>	<u>(2,104,862)</u>

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

**TARGET GROUP INC.  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
(UNAUDITED)**

	For the nine months ended September 30, 2022 \$	For the nine months ended September 30, 2021 \$
<b>OPERATING ACTIVITIES</b>		
Net (loss) income for the period	(598,248)	333,519
<b>Adjustment for non-cash items</b>		
Change in fair value of derivative and warrant liability	(18,852)	(2,204,772)
Gain on settlement	—	(26,360)
Shares and warrants issued/to be issued for services	408	4,258
Recovery of sales tax recoverable	(503)	(21,725)
Depreciation expense	673,349	731,126
Operating lease expense	198,254	204,433
Investment (income) loss from joint venture	(244,867)	7,971
Debt issuance cost	39,098	40,080
<b>Changes in operating assets and liabilities:</b>		
Change in prepaid asset	—	2,400
Change in sales tax recoverable	33,629	87,068
Change in other receivable	—	75,943
Change in accounts payable and accrued liabilities	(901,898)	512,553
Change in operating lease liability, net	(250,575)	(254,329)
<b>Net cash used in operating activities</b>	<b>(1,070,205)</b>	<b>(507,835)</b>
<b>INVESTING ACTIVITIES</b>		
Amounts invested on fixed assets	(318)	(3,923)
Proceeds from (investment in) joint venture	1,240,429	(919,574)
<b>Net cash provided by (used in) investing activities</b>	<b>1,240,111</b>	<b>(923,497)</b>
<b>FINANCING ACTIVITIES</b>		
Utilization of bank overdraft facility	—	85,373
Proceeds from loans from related parties	77,980	239,820
Settlement of related party loan	(138,393)	—
Proceeds from private placements	—	1,027,807
Payment for settlement payable	(10,000)	(60,000)
<b>Net cash (used in) provided by financing activities</b>	<b>(70,413)</b>	<b>1,293,000</b>
<b>Net increase (decrease) in cash and restricted cash during the period</b>	<b>99,493</b>	<b>(138,332)</b>
Effect of foreign currency translation	(15,549)	10,908
Cash and restricted cash, beginning of period	122,151	181,629
<b>Cash and restricted cash, end of period</b>	<b>206,095</b>	<b>54,205</b>
<b>NON-CASH INVESTING AND FINANCING ACTIVITIES</b>		
Shares issued on conversion of debt	—	2,648
Shares issued as consideration for services	120	504
<b>SUPPLEMENTARY CASH FLOW INFORMATION</b>		
Cash paid for interest	2,102,799	473,034
Cash paid for taxes	—	—

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

**TARGET GROUP INC.  
NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

**1. Organization, Nature of Business, Going Concern and Management Plans**

**Organization and Nature of Business**

Target Group Inc. (“Target Group” or “the Company”) was incorporated on July 2, 2013, under the laws of the state of Delaware to engage in any lawful corporate undertaking, including, but not limited to, selected mergers and acquisitions.

Target Group Inc. is a diversified and vertically integrated, progressive company with a focus on both national and international presence. The Company owns and operates Canary Rx Inc, a Canadian licensed producer, regulated under The Cannabis Act. Canary Rx Inc, operates a 44,000 square foot facility located in Norfolk County, Ontario, and has partnered with Dutch breeder, Serious Seeds, to cultivate exclusive & world-class proprietary genetics. The Company has begun structuring multiple international production and distribution platforms and intends to continue rapidly expanding its global footprint as it focuses on building an iconic brand portfolio whose focus aims at developing cutting-edge Intellectual Property among the medical and recreational cannabis markets. Target Group is committed to building industry-leading companies that transform the perception of cannabis and responsibly elevate the overall consumer experience.

The Company’s current business is to produce, manufacture, distribute, and conduct sales of cannabis products. As of the current period end, the company has produced and sold cannabis products of \$3,177,105 (Period ended September 30, 2021: \$1,469,900) through its investment in a joint venture.

On July 3, 2018, the Company filed an amendment in its articles of incorporation to change its name to Target Group Inc. The Company was able to secure an OTC Bulletin Board symbol CBDY from Financial Industry Regulatory Authority (FINRA).

As of the date of this report, the Company (i.e., Target Group Inc. and its subsidiaries) does not have any operations, employees or corporate offices based in United States.

*Visava Inc./Canary Rx Inc.*

On June 27, 2018, the Company entered into an Agreement and Plan of Share Exchange (“Exchange Agreement”) with Visava Inc., a private Ontario, Canada corporation (“Visava”). Visava owns 100% of Canary Rx Inc., a Canadian corporation that holds a leasehold interest in a parcel of property located in Ontario’s Garden Norfolk County for the production of cannabis.

The Exchange Agreement provides that, subject to its terms and conditions, the Company issued to the Visava shareholders an aggregate of 25,500,000 shares of the Company’s Common Stock in exchange for all of the issued and outstanding common stock held by the Visava shareholders. In addition, the Company issued to the Visava shareholders, prorate Common Stock Purchase Warrants purchasing an aggregate of 25,000,000 shares of the Company’s Common Stock at a price per share of \$0.10 for two years following the issuance date of the Warrants. Upon the closing of the Exchange Agreement, Visava continues its business operations as a wholly-owned subsidiary of the Company. The transaction was closed effective August 2, 2018. During the year ended December 31, 2020, all of the warrants expired, none were exercised.

*CannaKorp Inc.*

Effective January 25, 2019, the Company entered into an Agreement and Plan of Share Exchange (“Exchange Agreement”) with CannaKorp Inc., a Delaware corporation (“CannaKorp”). The Company had previously entered into a Letter of Intent with CannaKorp dated November 30, 2018, which was disclosed in the Company’s report on Form 8-K filed December 4, 2018.

The Exchange Agreement provided that, subject to its terms and conditions, the Company issued to the CannaKorp shareholders an aggregate of 30,407,412 shares of the Company’s common stock, based on a price per share of \$0.10, in exchange for 100% of the issued and outstanding common stock of CannaKorp held by the CannaKorp shareholders. In addition, the Company issued Common Stock Purchase Warrants (“Warrants”) in exchange for all outstanding and promised CannaKorp stock options. The Warrants granted the holders thereof the right to purchase up to approximately 7,211,213 shares of the Company’s common stock. The Company also assumed all outstanding liabilities of CannaKorp. Upon the closing of the Exchange Agreement, CannaKorp continued its business

[Table of Contents](#)

**TARGET GROUP INC.**

**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

operations as a subsidiary of the Company. The transaction was closed effective March 1, 2019. During the year ended December 31, 2021, all of the warrants expired, none were exercised.

*cGreen, Inc. Exclusive License Agreement*

Effective August 8, 2019, the Company entered into an Exclusive License Agreement (“License Agreement”) with cGreen, Inc., a Delaware corporation (“cGreen”). The License Agreement granted to the Company an exclusive license to manufacture and distribute the patent-pending THC antidote True Focus(TM) in the United States, Europe and the Caribbean. The term of the license was ten (10) years and four (4) months from the effective date of August 8, 2019. In consideration of the license, the Company would issue 10,000,000 shares of its common stock as follows: (i) 3,500,000 within ten (10) days of the effective date; (ii) 3,500,000 shares on January 10, 2020; and (iii) 3,000,000 shares not later than June 10, 2020. In addition, the Company would pay cGreen royalties of 7% of the net sales of the licensed products and 7% of all sublicensing revenues collected by the Company. The Company would pay cGreen an advance royalty of \$300,000 within ten (10) days of the effective date; \$300,000 on January 10, 2020; and \$400,000 on or before June 10, 2020, and \$500,000 on or before November 10, 2020. All advance royalty payments would be credited against the royalties owed by the Company through December 31, 2020. During the year ended December 31, 2019, the intangible asset was written off based on management’s review and evaluation of its recoverability.

During the quarter ended June 30, 2020, the Company was in arbitration with cGreen for the breaches of the terms of the License Agreement, however, through an early mediation, both companies reached a settlement agreement to settle the breaches of the contract on July 27, 2020 (“Effective Date”). As per the settlement agreement, the License Agreement has been terminated and the Company did not have to issue the 10 million shares nor pay the outstanding royalty payable in the amount of \$1,191,860. As consideration, the Company paid \$130,000 within 30 days of the Effective Date and paid \$100,000 in monthly installments of \$10,000 commencing in April 2021 to cGreen resulting in a gain on settlement of \$1,704,860. As at September 30, 2022, there was no outstanding balance, the balance has been paid in full and the claim is closed during the quarter ended March 31, 2022 (December 31, 2021: \$10,000).

*Joint Venture Agreement*

Effective May 14, 2020, Canary entered into a Joint Venture Agreement (“Joint Venture”) with 9258159 Canada Inc., a corporation organized under the laws of the Province of Ontario, Canada (referred to as “Thrive”) and 2755757 Ontario Inc., a corporation organized under the laws of the Province of Ontario, Canada (referred to as “JVCo”). Canary and Thrive each hold 50% of the voting equity interest in JVCo. The term of the Joint Venture is five (5) years from its effective date of May 14, 2020.

*CL Investors Debt Purchase and Assignment Agreement*

On June 15, 2020, the Company, its first-tier subsidiaries Visava Inc. (“Visava”) CannaKorp Inc. (“CannaKorp”), and the Company’s second-tier subsidiary, Canary Rx Inc. (“Canary”), entered into a Debt Purchase and Assignment Agreement (“Agreement”) with CL Investors Inc. (“CLI”), a corporation organized under the laws of the Province of Ontario, Canada. June 15th was the preliminary date of the agreement and the agreement was not finalized until the later date as indicated below. The CEO (and also a director) of the Company is the secretary and a shareholder of CLI plus the CEO’s brother is the President and sole director of CLI therefore the loan from CLI is classified under related party transactions.

Pursuant to the Agreement, CLI purchased from the Company for the sum of \$2,115,840 (CAD 2,900,000) a debt obligation owing from Canary to the Company in the principal balance of \$7,733,760 (CAD 10,600,000 (“Canary Debt”). Upon receipt of the consideration, the Company loaned the full sum to Canary under terms of an unsecured, non-interest-bearing promissory note, subject to a covenant by the Company not to take any collection action so long as the Canary Debt remains unpaid to CLI. As of September 30, 2022, \$3,648 (CAD 5,000) is still outstanding from CLI which is presented as other receivable on the unaudited condensed consolidated interim balance sheet.

As a condition of the closing of the Agreement, the terms of the Canary Debt were amended to provide for interest at 5% per annum with a maturity date of 60 months from the date of the Agreement (“Term”). The Canary Debt will be repaid according to the following schedule:

- a) In the first year of the Term, Canary will pay CLI the greater of \$824,448 (CAD 1,130,000) and fifty percent (50%) of the Net Revenue (hereinafter defined), provided that where the latter amount exceeds the former amount, Canary will, by the end of

**TARGET GROUP INC.**

**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

such first year, pay CLI no less than the former amount and Canary will, within thirty (30) days following the end of such first year, pay CLI the balance of such amount owing for such first year;

- b) In the second year of the Term, Canary will pay CLI the greater of \$1,532,160 (CAD 2,100,000) and fifty percent (50%) of the Net Revenue, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2021, provided that where the latter amount exceeds the former amount, Canary will, within thirty (30) days following the end of such second year, pay CLI the balance of such amount owing for such second year;
- c) In the third year of the Term, Canary will pay CLI the greater of \$2,349,312 (CAD 3,220,000) and fifty percent (50%) of the Net Revenue, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2022, provided that where the latter amount exceeds the former amount, Canary will, by the end of such third year, pay CLI no less than the former amount and Canary will, within thirty (30) days following the end of such third year, pay CLI the balance of such payments owing for such third year;
- d) In the fourth year of the Term, Canary will pay CLI the greater of \$2,247,168 (CAD 3,080,000) and fifty percent (50%) of the Net Revenue, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2023, provided that where the latter amount exceeds the former amount, Canary will, within thirty (30) days following the end of such fourth year, pay CLI the balance of such amount owing for such fourth year; and
- e) In the fifth year of the Term, Canary will pay CLI the balance owing under this Note, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2024, for an amount calculated by dividing twelve (12) into the sum of all amounts owing under this Note at the beginning of the fifth year of the Term on account of Principal and Interest, provided that where further amounts are owing under this Note at the end of such fifth year, Canary will pay CLI all such further amounts within five (5) days following the end of such fifth year.

For this Note, “Net Revenue” will mean all revenue generated from Canary’s Licensed Facility (hereinafter defined) to which it is entitled to the net of applicable taxes and third-party expenses.

The repayment of the Canary Debt, as amended, is guaranteed by Visava and the Company’s wholly-owned subsidiary CannaKorp Inc. and secured by (i) a general security interest in the assets of the Company, Canary, Visava and CannaKorp Inc., respectively; and (ii) a pledge by the Company of all of the issued and outstanding common stock of Canary, Visava and CannaKorp Inc. held by the Company. In addition to the foregoing guarantees, security interest and stock pledge, CLI has been granted an option, in lieu of repayment of the amended Canary Debt, to demand, in its sole and absolute discretion the transfer, assignment and conveyance of 75% of the issued and outstanding capital stock of Visava and Canary. Furthermore, the President and sole director of CLI has been granted an option to acquire the remaining 25% of the issued and outstanding capital stock of Visava and Canary.

Effective August 14, 2020, the Agreement was amended (“Amendment”) to provide that CLI will purchase from Rubin Schindermann, a director of the Company, 500,000 shares of the Company’s Series A Preferred Stock in consideration of the payment by CLI to Rubin Schindermann of \$72,960 (CAD 100,000) and the issuance to Schindermann of 10,000,000 shares of the Company’s common stock. In consideration of the foregoing, Mr., Schindermann resigned as a director of the Company and from all administrative and executive positions with the Company’s subsidiaries Visava Inc., Canary Rx Inc. and CannaKorp Inc., respectively. In addition, the Company issued Common Stock Purchase Warrant for 10,000,000 shares of Target common stock to CLI as consideration for the Agreement. Refer to Note 11 for additional details on warrants. The combined impact of both transactions resulted in a debt issuance cost of \$251,518. This debt issuance cost will be amortized over the term of the debt on a straight-line basis.

The transactions contemplated by the Agreement and the Amendment closed on August 14, 2020.

**Going Concern and Management Plans**

The Company has earned minimal revenue since inception to date and has sustained operating losses during the nine months ended September 30, 2022. The Company had a working capital deficit of \$5,517,148 and an accumulated deficit of \$26,861,862 as of September 30, 2022. The Company’s continuation as a going concern is dependent on its ability to generate sufficient cash flows from operations to meet its obligations and/or obtaining additional financing from its members or other sources, as may be required.

**TARGET GROUP INC.  
NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

The unaudited condensed consolidated interim financial statements have been prepared assuming that the Company will continue as a going concern up to at least 12 months from the balance sheet date; however, the above condition raises substantial doubt about the Company's ability to do so. The unaudited condensed consolidated interim financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern.

To maintain its current level of operations, the Company will require additional working capital from either cash flow from operations or the sale of its equity. However, the Company currently has no commitments from any third parties for the purchase of its equity. If the Company is unable to acquire additional working capital, it will be required to significantly reduce its current level of operations.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation and Consolidation**

The unaudited condensed consolidated interim financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") for interim financial information and the rules and regulations of the SEC and are expressed in US dollars. Accordingly, the unaudited condensed consolidated interim financial statements do not include all information and footnotes required by US GAAP for complete annual financial statements. The unaudited condensed consolidated interim financial statements reflect all adjustments, consisting of only normal recurring adjustments, considered necessary for a fair presentation. Interim operating results are not necessarily indicative of results that may be expected for the year ending December 31, 2022, or for any other interim period. The unaudited condensed consolidated interim financial statements should be read in conjunction with the audited consolidated financial statements of the Company and the notes thereto as of and for the year ended December 31, 2021.

The unaudited condensed consolidated interim financial statements include the accounts of the Company and its wholly-owned subsidiaries, Visava Inc./Canary RX Inc. and CannaKorp, Inc. Significant intercompany accounts and transactions have been eliminated.

**Use of Estimates**

The preparation of the unaudited condensed consolidated interim financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated interim financial statements and the reported amounts of revenues and expenses during the reporting periods. Estimates may include those pertaining to accruals. Actual results could materially differ from those estimates.

**Inventory**

Inventory is stated at the lower of cost or net realizable value, cost being determined on a weighted average cost basis, and market whichever being determined as the lower of cost or net realizable value. The Company records write-downs of inventory that is obsolete or in excess of anticipated demand or market value based on consideration of product lifecycle stage, technology trends, product development plans and assumptions about future demand and market conditions. Actual demand may differ from forecasted demand, and such differences may have a material effect on recorded inventory values. Inventory write-downs are charged to the cost of revenue and establish a new cost basis for the inventory. The cost is determined based on the average cost or first-in, first-out methods.

**Fixed Assets**

Fixed assets are reported at cost, less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of assets, commencing when the assets become available for productive use, based on the following estimated useful lives:

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

Depreciation is calculated using the following terms and methods:

Furniture & office equipment	Straight-line	7 years
Machinery & equipment	Straight-line	3-5 years
Software	Straight-line	3 years
Leasehold improvements	Straight-line	Lease period

An item of equipment is derecognized upon disposal or when no future economic benefits are expected from its use. Any gain or loss arising from the derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying value of the asset) is included in the profit or loss in the period the asset is derecognized. The assets' residual values, useful lives and methods of depreciation are reviewed at each reporting date, and adjusted prospectively, if appropriate.

**Fair Value of Financial Instruments**

The Company follows guidance for accounting for fair value measurements of financial assets and financial liabilities and for fair value measurements of nonfinancial items that are recognized or disclosed at fair value in the unaudited condensed consolidated interim financial statements on a recurring basis. Additionally, the Company adopted guidance for fair value measurement related to nonfinancial items that are recognized and disclosed at fair value in the unaudited condensed consolidated interim financial statements on a nonrecurring basis. The guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability. The carrying amounts of financial assets such as cash approximate their fair values because of the short maturity of these instruments.

The estimated fair value of cash and accounts payable and accrued liabilities approximate their carrying values due to the short-term maturity of these instruments. The derivative liabilities of the promissory convertible notes and warrant liabilities are valued Level 3, refer to Note 10 and 11 for further details.

**Revenue recognition**

As per guidance under ASC 606, revenue is recognized when performance obligations under the terms of the contracts with our customers are satisfied. Our performance obligation generally consists of the promise to sell our finished products to our customers, wholesalers, distributors or retailers. Control of the finished products is transferred upon shipment to, or receipt at, our customers' locations, as determined by the specific terms of the contract. Once control is transferred to the customer, we have completed our performance obligation, and revenue is recognized.

The Company did not generate any revenue during the nine months ended September 30, 2022 and 2021.

In addition, Canary generated revenue of \$3,177,105 (through its investment in JVCo) during the nine months ended September 30, 2022 (period ended September 30, 2021: \$1,469,900) and is represented as a share of income (losses) from joint venture on the unaudited condensed consolidated interim statement of operations. The revenue was concentrated to five customers which exceeded 5% of total revenue (2021: six). The revenue represents the sale of cannabis products. Since the customers have received the product and there are no further obligations as per the agreement, revenue was recognized. Refer to Note 6 for additional details.



**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

**Equity Method Investments**

The Company uses the equity method of accounting for investments when the Company has the ability to significantly influence, but not control, the operations or financial activities of the investee. As part of this evaluation, the Company considers the participating and protective rights in the venture as well as its legal form. The Company records the equity method investments at cost and subsequently adjust their carrying amount each period for the Company's share of the earnings or losses of the investee and other adjustments required by the equity method of accounting. Distributions received from the equity method investments are recorded as reductions in the carrying value of such investments and are classified on the unaudited condensed consolidated interim statements of cash flows pursuant to the cumulative earnings approach. Under this approach, distributions received are considered returns on investment and are classified as cash inflows from operating activities unless the cumulative distributions received, less distributions received in prior periods that were determined to be returns of investment, exceed the cumulative equity in earnings recognized from the investment. When such an excess occurs, the current period distributions up to this excess are considered returns of investment and are classified as cash inflows from investing activities.

The Company monitors equity method investments for impairment and records reductions in their carrying values if the carrying amount of an investment exceeds its fair value. An impairment charge is recorded when such impairment is deemed to be other than temporary. To determine whether an impairment is other than temporary, we consider our ability and intent to hold the investment until the carrying amount is fully recovered. Circumstances that indicate an impairment may have occurred include factors such as decreases in quoted market prices or declines in the operations of the investee. The evaluation of the investment for potential impairment requires us to exercise significant judgment and to make certain assumptions. The use of different judgments and assumptions could result in different conclusions. The Company has recorded no impairment losses related to our equity method investments during the nine months ended September 30, 2022, and 2021.

**Recently Issued Accounting Standards**

The FASB recently issued ASU 2020-06, Debt – Debt with Conversion and Other Options (Subtopic 470- 20) and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity, to reduce complexity in applying GAAP to certain financial instruments with characteristics of liabilities and equity. The guidance in ASU 2020-06 simplifies the accounting for convertible debt instruments and convertible preferred stock by removing the existing guidance in ASC 470-20, Debt: Debt with Conversion and Other Options, which requires entities to account for beneficial conversion features and cash conversion features in equity, separately from the host convertible debt or preferred stock. The guidance in ASC 470-20 applies to convertible instruments for which the embedded conversion features are not required to be bifurcated from the host contract and accounted for as derivatives. In addition, the amendments revise the scope exception from derivative accounting in ASC 815-40 for freestanding financial instruments and embedded features that are both indexed to the issuer's own stock and classified in stockholders' equity, by removing certain criteria required for equity classification. These amendments are expected to result in more freestanding financial instruments qualifying for equity classification (and, therefore, not accounted for as derivatives), as well as fewer embedded features requiring separate accounting from the host contract. The amendments in ASU 2020-06 further revise the guidance in ASC 260, Earnings Per Share, to require entities to calculate diluted earnings per share (EPS) for convertible instruments by using the if-converted method. In addition, entities must presume share settlement for purposes of calculating diluted EPS when an instrument may be settled in cash or shares. The amendments in ASU 2020-06 are effective for public entities for fiscal years beginning after December 15, 2021, with early adoption permitted (for "emerging growth company" beginning after December 15, 2023). The Company has adopted this standard effective from January 1, 2021, and the adoption of this standard did not have any significant impact on the unaudited condensed consolidated interim financial statements.

**3. Inventory**

As of September 30, 2022, the inventory of \$99,000 (December 31, 2021: \$99,000) consists of finished goods and is held at a third-party location.

In addition, the inventory of \$99,000 (December 31, 2021: \$99,000) is secured against the loan provided by the Company's shareholder. Refer to Note 8 for further details.

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS****4. Sales Tax Recoverable and Payable**

As of September 30, 2022, the Company had \$nil of gross sales tax recoverable compared to \$22,146 as of December 31, 2021 while the Company had \$10,979 of gross sales tax payable as of September 30, 2022.

Recoverable is due to the sales tax paid by the Company on expenses incurred during the year which are recoverable from the government while payable is due to the sales tax received (after deducting sales tax paid on expenses incurred by the Company) during the year which are payable from the government due to sales conducted by the Joint Venture.

The Company has recorded \$nil (December 31, 2021: \$509) of allowance as of September 30, 2022.

**5. Fixed Assets**

The Company's subsidiary, Canary, initiated construction on its leased 44,000 square foot cannabis cultivation facility in September of 2017. On May 1, 2019, the Company completed the construction of its 44,000 square foot cannabis cultivation facility and on May 14, 2019, the Company submitted a Site Evidence Package to Health Canada as part of the steps to obtain the license to cultivate cannabis at the Company's facility. On October 8, 2019, the Company was granted licenses to cultivate, process and sell cannabis pursuant to the Cannabis Act (Bill C-45). Canary currently operates as a licensed producer/wholesaler of craft cannabis in Ontario and has since been granted its sales amendment from Health Canada to sell directly to provincial retail boards for consumer products.

Canary has recorded a depreciation expense of \$672,503 during the nine months ended September 30, 2022 (September 30, 2021: \$864,866) while CannaKorp has recorded a depreciation expense of \$846 during the nine months ended September 30, 2022 (September 30, 2021: \$39,752).

Below is a breakdown of the consolidated fixed asset, category wise:

	Furniture & fixture \$	Machinery & Equipment \$	Software \$	Leasehold improvements \$	Total \$
Cost	704,451	768,627	43,476	6,623,404	<b>8,139,958</b>
Accumulated depreciation	(205,503)	(738,865)	(42,864)	(1,454,075)	<b>(2,441,307)</b>
	<b>498,948</b>	<b>29,762</b>	<b>612</b>	<b>5,169,329</b>	<b>5,698,651</b>

**6. Joint Venture**

Effective May 14, 2020, Canary entered into a Joint Venture Agreement ("Joint Venture") with 9258159 Canada Inc., a corporation organized under the laws of the Province of Ontario, Canada (referred to as "Thrive Cannabis") and 2755757 Ontario Inc., a corporation organized under the laws of the Province of Ontario, Canada (referred to as "JVCo"). Canary and Thrive Cannabis each hold 50% of the voting equity interest in JVCo. The term of the Joint Venture is five (5) years from its effective date of May 14, 2020.

Under the Joint Venture, JVCo is permitted to use the rooms, of Canary's licensed cannabis cultivation facilities located in Simcoe, Ontario, Canada ("Licensed Site Portion") to operate and manage the Licensed Site Portion for the cultivation and process of cannabis pursuant to Canary's license issued by Health Canada. During the term of the Joint Venture, JVCo will be responsible for the administration, operation and management of the Licensed Site Portion and all proceeds from the sale of the cannabis and related cannabis products cultivated therein will be payable to the JVCo.

In addition, Canary, Thrive Cannabis, and JVCo entered into a Unanimous Shareholder Agreement dated May 14, 2020, governing the management and administration of the business of JVCo.

During the period ended September 30, 2022, the joint venture partners, Canary and Thrive Cannabis entered into an agreement. Pursuant to this agreement the Company received a total of \$ 1,657,451 (CAD 2,125,482) of which \$1,070,835 (CAD 1,373,218) were reduced from investment in joint venture as these represented recovery of investment and \$586,615 (CAD 752,264) were classified as other income representing recovery of interest expense charged on shareholder loan, which was primarily provided to support joint venture operations. Also refer to shareholder loan in Note 8.

[Table of Contents](#)**TARGET GROUP INC.****NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

As per the Joint Venture, Canary will provide the JVCo with a Hard Cost Loan with the maximum amount of \$875,520 (CAD 1,200,000). This loan bears an interest rate of 7% per annum, matures in 12 months from the effective date, and is secured against the personal property of the JVCo and Thrive will guarantee one-half (1/2) of the outstanding balance of the loan. As of September 30, 2022, the loan advanced amounts to \$244,416 (CAD 335,000) and interest income charged for the nine months ended in the amount of \$13,677 (CAD 17,539) is included in other income on the unaudited condensed consolidated interim statement of operations and comprehensive loss and interest receivable in the amount of \$37,407 (CAD 51,270) is included in receivable from joint venture on the unaudited condensed consolidated interim balance sheet.

The JVCo will reimburse Canary for certain expenses incurred by Canary for the cultivation and processing of cannabis products. Below is the table which summarizes the activity of the period:

Nine months ended September 30,	2022		2021	
	CAD	USD	CAD	USD
Sales	4,074,256	3,177,105	1,838,754	1,469,900
Cost of goods sold	2,110,851	1,646,042	1,199,941	959,232
Gross profit	1,963,405	1,531,063	638,813	510,668
Operation expenses	1,335,381	1,041,330	658,756	526,610
Net income (loss)	628,024	489,733	(19,943)	(15,942)
Eligible recoverable expenses	3,743,923	2,731,566	2,236,728	1,755,608
Recoverable amount	3,743,923	2,731,566	2,236,728	1,755,608
Income (loss) on equity	314,012	244,867	(9,971)	(7,971)

Due to reimbursement of an office and general expense during the comparable quarter ended which had been expensed in the books of Canary in the period prior to the comparable period, therefore, lead to a credit (negative) expense on the unaudited condensed consolidated interim statement of operations and comprehensive loss. During the nine months ended September 30, 2022, revenue was concentrated to five customers which exceeded 5% of total revenue (2021: six).

Other income includes sales of by-products, generated during cannabis production, in the amount of \$50,769 and \$146,740 during the three and nine months ended September 30, 2022, respectively. These are presented as other income as these sales do not form part of the Company's core generating business of selling cannabis products.

The JVCo shall make payments out of the revenues, net of applicable taxes and expenses ("Net Income"), per the following order of priority:

- a) First, the payment of recoverable expenses;
- b) Second, to the repayment of the Hard Cost Loan until repaid in full;
- c) Third, to the repayment of the Soft Costs (costs of services and materials provided by Thrive Cannabis) until repaid in full;
- d) Finally, any remaining Net Income shall be distributed, monthly, as follows:
  - (i) For the first two (2) years following the execution of this Agreement, Canary shall receive 60% and Thrive Cannabis shall receive 40%; and
  - (ii) For the three (3) years following such period, Canary shall receive 57.5% and Thrive shall receive 42.5%.

Below is the position of the JVCo as at:

As of	September 30, 2022		December 31, 2021	
	CAD	USD	CAD	USD
Assets	9,427,983	6,878,656	4,830,446	3,810,256
Liabilities	9,990,047	7,288,739	6,020,535	4,748,998
Deficit	(562,065)	(410,082)	(1,190,089)	(938,742)

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

**7. Goodwill**

**Business Acquisition**

ASC Topic 805, “Business Combinations” requires that all business combinations be accounted for using the acquisition method and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. ASC Topic 350, “Intangibles-Goodwill and Other” (“ASC 350”) requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, such as trade names, but instead tested at least annually for impairment (which the Company tests each year end, absent any impairment indicators) and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives.

**CannaKorp Inc.**

Effective January 25, 2019, the Company entered into an Agreement and Plan of Share Exchange (“Exchange Agreement”) with CannaKorp Inc., a Delaware corporation (“CannaKorp”). Company had previously entered into a Letter of Intent with CannaKorp dated November 30, 2018, which was disclosed in the Company’s report on Form 8-K filed December 4, 2018.

The Exchange Agreement provides that, subject to its terms and conditions, the Company issued to the CannaKorp shareholders an aggregate of 30,407,412 shares of the Company’s common stock, based on a price per share of \$0.10, in exchange for 100% of the issued and outstanding common stock of CannaKorp held by the CannaKorp shareholders. In addition, the Company issued Common Stock Purchase Warrants (“Warrants”) in exchange for all outstanding and promised CannaKorp stock options. The Warrants granted the holders thereof the right to purchase up to approximately 7,211,213 shares of the Company’s common stock. The Company also assumed all outstanding liabilities of CannaKorp. Upon the closing of the Exchange Agreement, CannaKorp continued its business operations as a subsidiary of the Company. The transaction was closed effective March 1, 2019.

Due to the publicly traded nature of the Company’s shares of the common stock, the equity issuance of the shares was considered to be a more reliable measurement of the fair market value of the transaction compared to having a separate valuation of the net assets. This acquisition was accounted for using the acquisition method of accounting. As of March 1, 2019, the fair value of the net liabilities was \$2,534,121 and the purchase consideration was fair valued as \$4,062,844, shown below, leading to a goodwill allocation of \$6,071,627.

The purchase consideration of 30,407,412 shares and 7,211,213 warrants of the Company’s common stock are valued as detailed below:

	\$
Number of Common Stock	30,407,712
Market price on the date of issuance	0.108
<b>Fair value of Common Stock</b>	<b>3,284,033</b>
	\$
Number of warrants	7,211,213
Fair value price per warrant	0.108
<b>Fair value of warrant</b>	<b>778,811</b>
Fair value of Common Stock	3,284,033
Fair value of warrant	778,811
<b>Purchase consideration</b>	<b>4,062,844</b>

The fair value of these warrants was measured at the date of acquisition using the Black-Scholes option pricing model using the following assumptions:

- Forfeiture rate of 0%;
- Stock price of \$0.108 per share;
- Exercise price between the range of \$0.13 to \$0.15 per share
- Volatility at 635.49%

[Table of Contents](#)

**TARGET GROUP INC.**

**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

- Risk free interest rate of 2.55%;
- Expected life of 2 years; and
- Expected dividend rate of 0%

During the year ended December 31, 2019, the goodwill was revaluated after the completion of CannaKorp's audit of the year ended December 31, 2018. This resulted in changing the balance on the acquisition date, March 1, 2019, thereby increasing the goodwill by \$369,315 to \$6,071,627.

However, during the same year the Company identified circumstances that would call for an evaluation of goodwill impairment and therefore impaired \$1,485,925 reducing the goodwill related to the CannaKorp to \$4,585,702.

Further, during the year ended December 31, 2020, the Company identified circumstances that would call for an evaluation of goodwill impairment and therefore impaired the remaining balance of goodwill related to the CannaKorp to \$nil.

During the year ended December 31, 2021, all of the warrants expired, none were exercised.

**Visava Inc./Canary Rx Inc.**

On June 27, 2018, the Company entered into an Agreement and Plan of Share Exchange ("Exchange Agreement") with Visava Inc., a private Ontario, Canada corporation ("Visava"). Visava owns 100% of Canary Rx Inc., a Canadian corporation that holds a leasehold interest in a parcel of property located in Ontario's Garden Norfolk County for the production of cannabis.

Pursuant to the Agreement, the Company acquired 100% of the issued and outstanding shares of Visava Inc. in exchange for the issuance of 25,500,000 shares of the Company's Common Stock and will issue to the Visava shareholders, prorata Common Stock Purchase Warrants purchasing an aggregate of 25,000,000 shares of the Company's Common Stock at a price per share of \$0.10 for two years following the issuance date of the Warrants. As a result of this transaction, Visava Inc. became a wholly-owned subsidiary of the Company. The transaction was closed effective August 2, 2018.

This acquisition was accounted for using the acquisition method of accounting. As of August 2, 2018, the fair value of the net liabilities was \$275,353 and the purchase consideration was fair valued as \$3,318,842, shown below, leading to a goodwill allocation of \$3,594,195.

	\$
Number of Common Stock	25,500,000
Market price on the date of issuance	0.067
<b>Fair value of Common Stock</b>	<b>1,695,750</b>
	\$
Number of warrants	25,000,000
Fair value price per warrant	0.065
<b>Fair value of warrant</b>	<b>1,623,092</b>
Fair value of Common Stock	1,695,750
Fair value of warrant	1,623,092
<b>Purchase consideration</b>	<b>3,318,842</b>

The fair value of these warrants was measured at the date of acquisition using the Black-Scholes option pricing model using the following assumptions:

- Forfeiture rate of 0%;
- Stock price of \$0.067 per share;
- Exercise price of \$0.10 per share
- Volatility at 329%

[Table of Contents](#)

**TARGET GROUP INC.**

**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

- Risk free interest rate of 2.66%;
- Expected life of 2 years; and
- Expected dividend rate of 0%

During the period and year ended September 30, 2022 and December 31, 2021, respectively, the Company has identified no circumstances which would call for further evaluation of goodwill impairment related to Canary.

During the year ended, December 31, 2020, all of the warrants expired, none were exercised.

**Goodwill**

The Company tests for impairment of goodwill at the reporting unit level. In assessing whether goodwill is impaired, the Company utilizes the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further work is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to the statement of operations.

**8. Related Party Transactions and Balances**

During the nine months ended September 30, 2022, the Company expensed \$102,915 (September 30, 2021: \$226,359) in management service fee for services provided by the current key officers of the company.

The breakdown of the related party balance as of September 30, 2022 of \$9,983,111 (December 31, 2021: \$10,658,800) is below:

*Debt purchase by CL Investors Inc.*

On June 15, 2020, the Company and its subsidiaries, entered into a Debt Purchase and Assignment Agreement ("Agreement") with CL Investors Inc. ("CLI"). June 15th was the preliminary date of the agreement and the agreement was not finalized until the later date as indicated below.

The CEO (and also a director) of the Company is the secretary and a shareholder of CLI plus the CEO's brother is the President and sole director of CLI therefore the loan from CLI is classified under related party transactions.

CLI purchased from the Company for the sum of \$2,115,840 (CAD 2,900,000) a debt obligation owing from Canary, the Company's second-tier subsidiary, to the Company in the principal balance of \$7,733,760 (CAD 10,600,000 ("Canary Debt")). Upon receipt of the monetary consideration, the Company loaned the full sum to Canary under terms of an unsecured, non-interest-bearing promissory note, subject to a covenant by the Company not to take any collection action so long as the Canary Debt remains unpaid to CLI. As of September 30, 2022, \$3,648 (CAD 5,000) is still outstanding from CLI.

The Canary debt owed to CLI from Canary bears an interest rate of 5% per annum and matures on August 14, 2025. The repayment of the debt is guaranteed by the Company and its subsidiaries plus secured by a general security interest in the assets of the Company and its subsidiaries and a pledge by the Company of all of the issued and outstanding common stock of Canary, Visava and CannaKorp Inc. held by the Company. In addition to the above, CLI has been granted an option, in lieu of repayment of the amended Canary Debt, to demand, in its sole and absolute discretion the transfer, assignment and conveyance of 75% of the issued and outstanding capital stock of Visava and Canary. Furthermore, the President and sole director of CLI has been granted an option to acquire the remaining 25% of the issued and outstanding capital stock of Visava and Canary.

Interest expense charged for the nine months ended in the amount of \$310,955 (CAD 398,762) is included in interest and bank charges on the unaudited condensed consolidated interim statement of operations and comprehensive loss and accrued interest in the amount of

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

\$135,187 (CAD 185,289) is included in accounts payable and accrued liabilities on the unaudited condensed consolidated interim balance sheet.

During the quarter ended June 30, 2022, the Company made a lumpsum amount of \$881,174 (CAD 1,130,000), the principal and interest portion were 138,392 (CAD 177,472) and \$742,782 (CAD 952,528).

The repayment schedule of the minimum principal payments is shown below:

2022	\$	353,293
2023		1,976,772
2024		2,806,338
2025		2,467,874
Total		7,604,277
Current portion		(1,839,075)
Non-current portion		<u>5,765,202</u>

Effective August 14, 2020, the Agreement was amended (“Amendment”) to provide that CLI will purchase from Rubin Schindermann, a director of the Company, 500,000 shares of the Company’s Series A Preferred Stock in consideration of the payment by CLI to Rubin Schindermann of \$72,960 (CAD 100,000) and the issuance to Mr. Schindermann of 10,000,000 shares of the Company’s common stock. In consideration of the foregoing, Mr., Schindermann resigned as a director of the Company and from all administrative and executive positions with the Company’s subsidiaries. In addition, the Company issued Common Stock Purchase Warrant for 10,000,000 shares of Target common stock to CLI as consideration for the Agreement. Refer to Note 11 for additional details on warrants. The combined impact of both transactions resulted in a debt issuance cost of \$251,518. This debt issuance cost will be amortized over the term of the debt on a straight-line basis. As at September 30, 2022, the balance is \$140,609 of which \$48,955 is current while \$91,654 is non-current.

*Shareholder loan*

One of the Company’s shareholders provided a loan to the Company. The loan is secured by all assets owned by the Company and its subsidiaries including leasehold improvements and matures on June 1, 2023 and therefore is presented as current. The loan was provided in two tranches and the latest amendment increased the maximum loan amount of tranche two by \$72,960 (CAD 100,000) while the rest of terms remained unchanged. The specific details of each tranche of the loan are shown below:

	Tranche 1		Tranche 2		Total	
	CAD	USD	CAD	USD	CAD	USD
Maximum loan	1,043,593	761,405	1,592,787	1,162,097	2,636,380	1,923,502
Outstanding loan	1,043,593	761,405	1,592,787	1,162,097	2,636,380	1,923,502
Interest rate	16.00%		43.26%			

Interest expense charged for the nine months ended September 30, 2022 in the amount of \$467,128 (CAD 640,252) is included in interest and bank charges on the unaudited condensed consolidated interim statement of operations and comprehensive loss and accrued interest in the amount of \$261,797 (CAD 358,823) is included in accounts payable and accrued liabilities on the unaudited condensed consolidated interim balance sheet.

*Outstanding management service fee*

The balance owing to key officers of the Company is \$530,940 (December 31, 2021: \$423,389). The outstanding balance is primarily the outstanding management service fee.

*Balances outstanding related to subsidiaries*

During the year ended December 31, 2019, the Company settled with the loan holders provided to the Company’s subsidiary, CannaKorp. The total amount subject to settlement was \$817,876 which includes accrued interest and accrued payroll. The company settled by paying \$954,374 as consideration of cash, 920,240 shares (recorded in shares to be issued) and warrants of 920,240 shares

**TARGET GROUP INC.**

**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

with an exercise price of \$0.15 per share. This resulted in a settlement loss of \$136,498. These warrants expired during the year ended December 31, 2021. Of the total settlement amount, as of September 30, 2022 and December 31, 2021, \$65,000 was outstanding to be paid. This amount includes late payment penalties of \$25,000. During the year ended December 31, 2021, all of the warrants expired, none were exercised.

*Balances outstanding related to directors*

During the nine months ended September 30, 2022, the Company has purchased \$nil of consulting services from GTA Angel Group which is owned by the Company's CEO's brother. The balance outstanding as of September 30, 2022 is \$24,733 and is included in accounts payable and accrued liabilities.

The Company subleases its principal executive office premise from Norlandam Marketing Inc., a company owned by one of the directors. During the quarter ended March 31, 2021, the premises were subleased to a third party that makes rent payments directly to Norlandam Marketing Inc. The balance outstanding as of September 30, 2022 is \$nil.

**9. Operating Lease Right-Of-Use Assets and Lease Liability**

The Company adopted ASC 842 as of January 1, 2019, using a modified retrospective approach and applying the standard's transition provisions at January 1, 2020, the effective date. The Company made an accounting policy election to exclude from balance sheet reporting those leases with initial terms of 12 months or less. The Company determines if an arrangement is a lease at inception. This determination generally depends on whether the arrangement conveys to the Company the right to control the use of an explicitly or implicitly identified fixed asset for a period of time in exchange for consideration. Control of an underlying asset is conveyed to the Company if the Company obtains the rights to direct the use of and to obtain substantially all of the economic benefits from using the underlying asset. The Company has lease agreements which include lease and non-lease components, which the Company has elected to account for as a single lease component for all classes of underlying assets. Lease expense for variable lease components is recognized when the obligation is probable.

Right-of-use assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. ASC 842 requires a lessee to discount its unpaid lease payments using the interest rate implicit in the lease or if that rate cannot be readily determined, its incremental borrowing rate. As an implicit interest rate is not readily determinable in the Company's leases, the incremental borrowing rate is used based on the information available at the adoption date in determining the present value of lease payments. The lease term for all of the Company's leases includes the non-cancellable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. Options for lease renewals have been excluded from the lease term (and lease liability) for the majority of the Company's leases as the reasonably certain threshold is not met.

The Company does not own any real property and it currently leases two locations. For accounting purposes, these leases are treated as operating leases. Upon adoption of ASC 842, the Company recognized \$1,647,591 (CAD \$2,258,212) of right-to-use assets as operating leases and operating lease obligations. The right-to-use asset was reduced by \$1,524,806 (CAD 2,089,921) due to recognition of the prior deferred rent liability which was eliminated upon adoption of ASC 842. Details of these leases are detailed below:

During the quarter ended March 31, 2021, the Company subleased its executive premises to a third party that makes rent payments directly to the landlord. However, if the sub-lessee cancels its sub-lease agreement with the landlord during the Company's lease term with the landlord (ending on August 30, 2023), the Company will be responsible for making rent payments for the period from the date of cancellation by the sub-lessee to August 30, 2023.

The Company's subsidiary, Canary, is a party to a 10-year lease agreement (initiated in July 2014) for its facility to produce Medical Marijuana. The lease agreement was amended effective January 1, 2020, where the amended 10-year term starts on May 1, 2020 and provides the Company with an option to extend for three (3) additional terms of ten (10) years. Additionally, effective January 1, 2020, the amended agreement increased the minimum rent to \$25,536 (CAD 35,000) plus applicable taxes per month and on each anniversary date, commencing from January 1, 2021, the minimum rent will increase by 1.00%. Furthermore, only the current 10-year term has been factored into the calculation of the lease liability. Effective May 1, 2020, due to the implementation of the new lease, \$721,059 (CAD 988,293) was forgiven by the landlord and one vendor.



[Table of Contents](#)**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

These leases will expire between 2023 and 2030. The weighted average discount rate used for these leases was 16% (average borrowing rate of the Company). Maturities of lease liabilities were:

2022	\$ 80,821
2023	322,846
2024	318,874
2025	322,063
Thereafter	1,433,613
Total lease payments	2,478,217
Less imputed interest	(1,040,015)
Present value of lease liabilities	1,438,202
Current portion	(106,990)
Non-current portion	<u>\$ 1,331,212</u>

Below is the reconciliation of the net operating lease presented on the unaudited condensed consolidated interim statement of operations:

	<u>For the three months ended September 30, 2022</u>	<u>For the three months ended September 30, 2021</u>	<u>For the nine months ended September 30, 2022</u>	<u>For the nine months ended September 30, 2021</u>
	\$	\$	\$	\$
Gross operating lease expense	65,215	66,924	198,254	204,433
Gross rent and utilities expenses	135,584	97,154	387,474	327,505
Recoverable expenses from JVCo related to rent and utilities	<u>(282,775)</u>	<u>(133,760)</u>	<u>(701,609)</u>	<u>(531,285)</u>
	<u>(81,976)</u>	<u>30,318</u>	<u>(115,881)</u>	<u>653</u>

As explained in Note 6, the JVCo reimburses a certain percentage of gross expenses incurred by Canary which includes rent and utilities. Due to this unique circumstance and since operating lease expense are related to rent expenses, the Company has decided to group the operating lease expenses, all lease-related expenses and the recoverable amount from JVCo to show a net operating lease expense.

**10. Convertible Promissory Notes**

Interest amounting to \$27 was accrued for the nine months ended September 30, 2022 (September 30, 2021: \$99).

Principal amount outstanding as of September 30, 2022 and December 31, 2021 was \$480. At both reporting dates, the entire balance was current.

All notes maturing prior to the date of this report are outstanding.

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

*Derivative liability*

During the nine months ended September 30, 2022, there were no conversion of principal balance of convertible promissory notes (September 30, 2021: \$2,648). The Company recorded and fair valued the derivative liability as follows:

	Derivative liability as at December 31, 2021	Conversions / Redemption during the period	Change due to Issuances	Fair value adjustment	Derivative liability as at September 30, 2022
	\$	\$	\$	\$	\$
Note D	772	—	—	266	1,038
Note F	5,230	—	—	1,842	7,072
Note G	1,900	—	—	668	2,568
	<u>7,902</u>	<u>—</u>	<u>—</u>	<u>2,776</u>	<u>10,678</u>

**Key assumptions used for the valuation of convertible notes**

Derivative element of the convertible notes was fair valued using a multinomial lattice model. Following assumptions were used to fair value these notes as of September 30, 2022:

- Projected annual volatility of 163% to 266%;
- Risk free interest rate of 1.42% to 3.65%;
- Stock price of \$0.005 to 0.009;
- Liquidity term of 0.25 to 0.75 years;
- Dividend yield of 0%; and
- Exercise price of \$0.0021 to \$0.0151.

**11. Stockholders' Equity**

**Capitalization**

*Preferred Stock*

- Par value: \$0.0001
- Authorized: 20,000,000
- Issued: 1,000,000 shares were outstanding as of September 30, 2022 and December 31, 2021

*Common Stock*

- Par value: \$0.0001
- Authorized: 850,000,000
- Issued: 617,025,999 shares are outstanding as at September 30, 2022 and December 31, 2021

As of September 30, 2022, convertible notes, warrants and preferred stock outstanding could be converted into 10,263,259 (December 31, 2021: 7,248,672), 53,950,001 (December 31, 2021: 350,178,339) and 100,000,000 (December 31, 2021: 100,000,000) shares of common stock, respectively.

**Preferred Stock**

Shares of preferred stock may be issued from time to time in one or more series as may be determined by the board of directors. The board of directors may fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof without any further vote or action by the stockholders of the Company, except that no holder of preferred stock shall have pre-emptive rights. Any shares of preferred stock so issued would typically have priority over the common stock concerning dividend or liquidation rights. The board of directors does not at present intend to seek stockholder approval prior to any issuance of currently authorized stock unless otherwise required by law.

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

*Series A Preferred Stock (“Series A Stock”)*

Dividends shall be declared and set aside for any shares of Series A Stock in the same manner and amount as for the Common Stock. Series A Stock, as a class, shall have voting rights equal to a multiple of 2X the number of shares of Common Stock issued and outstanding that are entitled to vote on any matter requiring shareholder approval. The Series A Stockholder shall not vote as a separate class but shall vote together with the common stock on all matters, including any amendment to increase or decrease the authorized capital stock. Upon the voluntary or involuntary dissolution, liquidation or winding up of the corporation, the assets of the Company available for distribution to its shareholders shall be distributed to the holders of common stock and the holders of the Series A Stock ratably without any preference to the holders of the Series A Stock. Shares of Series A Stock can be converted at any time into fully paid and nonassessable shares of Common Stock at the rate of one hundred (100) shares of Common Stock for each one (1) share of Series A Stock.

**Common Stock**

Holders of shares of common stock are entitled to one vote for each share on all matters to be voted on by the stockholders. Holders of common stock do not have cumulative voting rights.

Subject to preferences that may be applicable to any outstanding shares of preferred stock, the holders of common stock are entitled to share ratably in dividends, if any, as may be declared from time to time by the board of directors in its discretion from funds legally available therefore.

Holders of common stock have no pre-emptive rights to purchase the Company’s common stock. There are no conversion or redemption rights or sinking fund provisions with respect to the common stock. The Company may issue additional shares of common stock which could dilute its current shareholder’s share value.

*2022*

During the quarter ended March 31, 2022, the Company issued 15,624 shares of common stock to be issued as consideration of the intellectual property rights granted by Smit to the Company’s subsidiary, Canary. These were recorded at a fair value of \$153, based on the market price of the Company’s stock on the date of the agreement. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued.

During the quarter ended June 30, 2022, the Company issued 15,624 shares of common stock to be issued as consideration of the intellectual property rights granted by Smit to the Company’s subsidiary, Canary. These were recorded at a fair value of \$114, based on the market price of the Company’s stock on the date of the agreement. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued.

During the quarter ended September 30, 2022, the Company issued 15,624 shares of common stock to be issued as consideration of the intellectual property rights granted by Smit to the Company’s subsidiary, Canary. These were recorded at a fair value of \$120, based on the market price of the Company’s stock on the date of the agreement. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued.

*2021*

During the quarter ended March 31, 2021, the Company issued 175,099 shares of common stock to an individual on the conversion of a convertible promissory note amounting to \$2,648. In addition, 15,624 shares of common stock are to be issued as consideration of the intellectual property rights granted by Smit to the Company’s subsidiary, Canary. These were recorded at a fair value of \$504, based on the market price of the Company’s stock on the date of the agreement. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued.

During the quarter ended March 31, 2021, the Company sold 38,183,326 shares of common stock as consideration for private placements. These were recorded at a fair value of \$904,833, based on the cash proceeds received by the Company. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued.

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[Table of Contents](#)

**TARGET GROUP INC.**

**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

As part of the consideration for the private placement, the Company also agreed to issue warrants to purchase 38,183,326 shares of common stock.

During the quarter ended June 30, 2021, the Company issued 15,624 shares of common stock to be issued as consideration of the intellectual property rights granted by Smit to the Company's subsidiary, Canary. These were recorded at a fair value of \$323, based on the market price of the Company's stock on the date of the agreement. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued. In addition, 5,033,333 shares of common stock as consideration for private placements. These were recorded at a fair value of \$122,974, based on the cash proceeds received by the Company. As part of the consideration for the private placement, the Company also agreed to issue warrants to purchase 5,033,333 shares of common stock. Furthermore, the Company issued 44,216,664 shares for the past and current private placements.

Moreover, the Company had found an error in issuing in the incorrect number of shares for a private placement and therefore had recorded a subscription receivable in the amount of \$23,697 based on the calculated fair value of the additional shares of the private placement and this was offset by shares to be issued, therefore, a net-zero effect on equity. These additional shares were cancelled in July 2021.

During the quarter ended September 30, 2021, the Company issued 15,624 shares of common stock to be issued as consideration of the intellectual property rights granted by Smit to the Company's subsidiary, Canary. These were recorded at a fair value of \$280, based on the market price of the Company's stock on the date of the agreement. These are currently recorded under shares to be issued and will be allocated between common stock and additional paid-in capital once the shares are issued.

**Shares to be issued include the following:**

	<u>Shares</u>	<u>Amount</u>	<u>Description</u>
			80,000 shares of common stock to be issued as compensation to advisers and consultants. These were recorded at fair value of \$52,000, based on the market price of the Company's stock on the date of issue.
Services	115,000	\$ 73,000	35,000 to be issued as settlement of the amount due for website development services amounting to \$247,306. The fair value of the shares on the date of settlement was \$21,000, resulting in a gain on settlement amounting to \$226,306 during the year ended December 31, 2017.
Private placements	346,296	\$ 18,787	Consideration for private placements with the fair value based on cash proceeds received. Proper allocation between common stock and additional paid-in capital of the amount received will be completed in the period when the shares are issued.
Settlement of loans of CannaKorp	930,240	\$ 80,838	Refer to Note 14 for details.
Agreement with Serious Seeds	171,864	2,484	As consideration for intellectual property rights granted by Smit. The fair value is based on the market price of the Company's stock on the date of issue as per the agreement.
	<u>1,563,400</u>	<u>\$ 175,109</u>	

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

**Warrants**

Due to the change in the functional currency of the Company from United States Dollar to Canadian Dollar (which took place during year ended December 31, 2019), any outstanding warrants with an exercise price in United States Dollar no longer meet the scope exception of ASC 815 and therefore, should not be considered indexed to its own stock and as a result, these warrants have been revalued on each period end. The fair value of the warrants was measured on reporting dates using the Black-Scholes option pricing model using the following assumptions:

2022

	As at September 30, 2022	As at June 30, 2022	As at March 31, 2022
Forfeiture rate	0%	0%	0%
Stock price	\$0.005	\$0.008	\$0.009
Exercise price	\$0.200 to \$0.300	\$0.050 to \$0.300	\$0.023 to \$0.250
Volatility	214% to 279%	192% to 306%	192% to 306%
Risk free interest rate	4.05%	2.92%	2.28%
Expected life (years)	0 to 1.94	0 to 1.94	0 to 1.93
Expected dividend rate	0%	0%	0%

2021

	As at December 31, 2021	As at September 30, 2021	As at June 30, 2021	As at March 31, 2021
Forfeiture rate	0%	0%	0%	0%
Stock price	\$0.009	\$0.016	\$0.024	\$0.025
Exercise price	\$0.023 to \$0.250	\$0.023 to \$0.250	\$0.023 to \$0.250	\$0.023 to \$0.250
Volatility	182% to 300%	179% to 302%	216% to 304%	236% to 306%
Risk free interest rate	0.73%	0.28%	0.25%	0.16% to 2.48%
Expected life (years)	0.01 to 1.93	0.23 to 1.93	0.21 to 1.93	0.01 to 1.93
Expected dividend rate	0%	0%	0%	0%

The fair value of the warrants, which were issued during the below quarters, were measured on issuance dates using the Black-Scholes option pricing model using the below assumptions.

2022

	During quarter ended September 30, 2022	During quarter ended June 30, 2022	During quarter ended March 31, 2022
Forfeiture rate	0%	0%	0%
Stock price	\$0.007 to \$0.008	\$0.005 to \$0.010	\$0.008 to \$0.013
Exercise price	\$0.300	\$0.300	\$0.250
Volatility	279%	299%	306%
Risk free interest rate	2.97% to 3.50%	2.50% to 2.73%	0.88% to 1.50%
Expected life (years)	2	2	2
Expected dividend rate	0%	0%	0%
Fair value of warrants	\$288	\$306	\$430

[Table of Contents](#)

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

2021

	During quarter ended December 31, 2021	During quarter ended September 30, 2021	During quarter ended June 30, 2021	During quarter ended March 31, 2021
Forfeiture rate	0%	0%	0%	0%
Stock price	\$0.011 to \$0.016	\$0.015 to \$0.022	\$0.017 to \$0.029	\$0.011 to \$0.067
Exercise price	\$0.250	\$0.250	\$0.025 to \$0.061	\$0.025 to \$0.059
Volatility	300%	302%	304%	306%
Risk free interest rate	0.30% to 0.39%	0.21% to 0.22%	0.14% to 0.27%	0.09% to 0.14%
Expected life (years)	2	2	2	2
Expected dividend rate	0%	0%	0%	0%
Fair value of warrants	\$524	\$807	\$114,211	\$2,152,191

Breakdown of warrants outstanding as of September 30, 2022 and December 31, 2021 are detailed below:

	Warrants outstanding as at September 30, 2022	Warrants outstanding as at December 31, 2021	Remaining contractual life term as at September 30, 2022 (years)	Remaining contractual life term as at December 31, 2021 (years)
Private placements	43,549,993	339,561,664	0.36 to 0.72	0.02 to 1.47
Serious Seeds	400,008	616,675	0.02 to 1.93	0.01 to 1.93
CLI	10,000,000	10,000,000	2.87	3.62
<b>Total</b>	<b>53,950,001</b>	<b>350,178,339</b>		

During the nine months ended September 30, 2022, 296,378,341 warrants expired (related to private placements and Serious Seeds).

Movement of the warrant liability is detailed below:

<b>Warrant liability as at December 31, 2021</b>	\$ <u>22,095</u>
Warrant liability for new issuance	1,045
Change in fair value	<u>(22,673)</u>
<b>Warrant liability as at September 30, 2022</b>	<u><u>467</u></u>

**12. Earnings (Loss) Per Share**

FASB ASC 260, Earnings Per Share provides for calculations of “basic” and “diluted” earnings per share. Basic earnings per share include no dilution and is computed by dividing net income (loss) available to common stockholders by the weighted average common shares outstanding for the period. Diluted earnings per share reflect the potential dilution of securities that could share in the earnings of an entity similar to fully diluted earnings per share. Diluted EPS excludes all dilutive potential shares if their effect is anti-dilutive.

For three and nine months ended September 30, 2022, basic and diluted EPS are the same due to net loss position for both periods.

For three and nine months ended September 30, 2021, diluted EPS excludes the change due in fair value of derivative value and gain on forgiveness/settlement of debt which is causing the operating loss to turn into a net income, resulting in the basic and diluted EPS being same for this period.

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

**13. Contingencies and commitments**

*Contingencies*

During the year ended December 31, 2019, a terminated employee of Canary has filed a lawsuit against the Company amounting to approximately \$1,532,160 (CAD 2,100,000) in Ontario, Canada. Currently, the Company is defending its position and believes that the ultimate decision will be in favor of the Company. Due to the uncertainty of timing and the amount of estimated future cash flows, if any, relating to this claim, no provision has been recognized.

A complaint for damages of \$150,000 was lodged against CannaKorp by the former Chief Financial Officer of CannaKorp for outstanding professional fees. No claim has been registered. The management is of the view that no material losses will arise in respect of the legal claim at the date of these unaudited condensed consolidated interim financial statements. As of September 30, 2022, \$188,865 has been recorded in CannaKorp's payable based on past accruals and outstanding invoices. Due to the uncertainty of timing and the amount of estimated future cash flows, if any, relating to this claim, no further amount has been recognized.

A claim for damages of \$1,359,103 (CAD 1,862,805) was lodged against Company and its directors by the former Chief Financial Officer of the Company for wrongful dismissal. The management is of the view that no material losses will arise in respect of the legal claim at the date of these unaudited condensed consolidated interim financial statements. As of September 30, 2022, \$10,720 has been recorded in Target's payable based on past accruals. Due to the uncertainty of timing and the amount of estimated future cash flows, if any, relating to this claim, no further amount has been recognized.

During the year ended December 31, 2020, a claim for damages of \$95,416 (CAD 130,778) was lodged against Canary by a vendor for breach of contract. The management is of the view that no material losses will arise in respect of the legal claim at the date of these unaudited condensed consolidated interim financial statements. As of September 30, 2022, \$100,794 (CAD 138,150) has been recorded in the Canary's payable based on past accruals. Due to the uncertainty of timing and the amount of estimated future cash flows, if any, relating to this claim, no further amount has been recognized.

As explained in Note 1, on July 27, 2020 ("Effective Date"), the Company entered into a settlement agreement with cGreen, Inc., a Delaware corporation ("cGreen"). As consideration, the Company paid \$130,000 within 30 days of the Effective Date and paid \$100,000 in monthly installments of \$10,000 commenced in April 2021 to cGreen. During the quarter ended March 31, 2022, the outstanding balance has been paid in full and the claim is closed.

*Covid-19 Pandemic*

On March 11, 2020, the World Health Organization declared the ongoing COVID-19 outbreak as a global health emergency. This resulted in governments worldwide enacting emergency measures to combat the spread of the virus, including the closure of certain non-essential businesses.

During the period and year ended September 30, 2022 and December 31, 2021, respectively, the pandemic did not have a material impact on the Company's operations. As of September 30, 2022 and December 31, 2021, the Company did not observe any material impairment of its assets or a significant change in the fair value of assets due to the COVID-19 pandemic. The Company has taken steps to minimize the potential impact of the pandemic including safety measures with respect to personal protective equipment, the reduction in travel and the implementation of a virtual office including regular video conference meetings and participation in virtual customer meetings and other virtual events.

Due to the rapid developments and uncertainty surrounding COVID-19, it is not possible to predict the impact that COVID-19 will have on the Company's business, balance sheet and operating results in the future. In addition, it is possible that estimates in the Company's financial statements will change in the near term as a result of COVID-19 and the effect of any such changes could be material, which could result in, among other things, impairment of long-lived assets including goodwill. The Company is closely monitoring the impact of the pandemic on all aspects of its business.

**TARGET GROUP INC.**  
**NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS**

*Commitments*

As per the Distribution, Collaboration and Licensing Agreement (“*Agreement*”) entered with Serious Seeds B.V. (“*Serious Seeds*”), effective December 6, 2018, the Company will issue to Serious Seeds B.V. each month 5,208 shares of common stock, beginning on the thirteen (13th) months following the effective date of the Agreement and continuing through the sixtieth (60th) month of the initial term. Furthermore, Serious Seeds will be issued warrants in each of the foregoing months to purchase 16,667 shares of Target common stock at varying exercise prices ranging from \$0.20 to \$0.35 per share. All of the warrants must be exercised on or before the two (2) year anniversary date of each of the warrant issuance dates. As of September 30, 2022, none of the above shares have been issued.

In consideration of the Company’s appointment as Serious’ exclusive distributor in Canada, the Company will pay Serious certain royalties as follows:

1 <sup>st</sup> year:	2.00% of gross sales
2 <sup>nd</sup> year:	2.25% of gross sales
3 <sup>rd</sup> year:	2.50% of gross sales
4 <sup>th</sup> year:	2.75% of gross sales
5 <sup>th</sup> and following years:	3.00% of gross sales

**15. Subsequent Events**

The Company’s management has evaluated subsequent events up to November 7, 2022, the date the unaudited condensed consolidated interim financial statements were issued, pursuant to the requirements of ASC 855 and has determined the below material subsequent events to report:

During October 2022, the Company and the Company’s shareholder, as mentioned in Note 8, (“*Lender*”) entered into a Six Amending Agreement with the Lender pursuant to which the Lender agreed to lend the Company an additional \$182,400 (CAD \$250,000). The new loan carries interest at the rate of 3.0146% per month. The remaining terms and conditions of the Original Loan remain in full force and effect.



## ITEM 2: MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The information and financial data discussed below is derived from the unaudited condensed consolidated interim financial statements of the Target Group Inc. (“we,” “us” or the “Company”) for the three and nine months ended September 30, 2022 and were prepared and presented in accordance with generally accepted accounting principles in the United States.*

### Forward Looking Statements

Some of the statements contained in this Quarterly Report on Form 10-Q that are not historical facts are “forward-looking statements” which can be identified by the use of terminology such as “estimates,” “projects,” “plans,” “believes,” “expects,” “anticipates,” “intends,” or the negative or other variations, or by discussions of strategy that involve risks and uncertainties. We urge you to be cautious of the forward-looking statements, that such statements, which are contained in this Quarterly Report, reflect our current beliefs with respect to future events and involve known and unknown risks, uncertainties and other factors affecting our operations, market growth, services, products and licenses. No assurances can be given regarding the achievement of future results, as actual results may differ materially as a result of the risks we face, and actual events may differ from the assumptions underlying the statements that have been made regarding anticipated events. Factors that may cause actual results, our performance or achievements to differ materially from those contemplated by such forward-looking statements include without limitation:

- Our ability to raise capital when needed and on acceptable terms and conditions;
- Our ability to attract and retain management;
- Our ability to enter into long-term supply agreements for the mineralized material;
- General economic conditions; and
- Other factors are discussed in Risk Factors.

All forward-looking statements made in connection with this Quarterly Report are attributable to us or persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. Given the uncertainties that surround such statements, you are cautioned not to place undue reliance on such forward-looking statements.

### Overview

Target Group Inc. (“Target Group” or “the Company”) was incorporated in the State of Delaware on July 2, 2013, under our original name of River Run Acquisition Corporation. Effective May 13, 2014, the Company changed its name to Chess Supersite Corporation. On July 3, 2018, we filed an amendment in our Certificate of Incorporation to change our name to Target Group Inc.

Effective October 18, 2018, our common stock became eligible for quotation on the OTCQB platform operated by OTC Markets Group Inc, under the symbol “CBDY”.

During the third quarter of 2022, the global spread of Coronavirus (COVID-19) continued to have a significant impact on the Canadian and global economy and customer purchasing behavior, while equity markets remained volatile. However, these factors have not impacted the Company’s operations, financial results for the quarter.

### Business and Plan of Operations

#### Cannabis Business-Canada

We are now engaged in the cultivation, processing and distribution of curated cannabis products for the adult-use medical and recreational cannabis market in Canada and, where legalized by state legislation, in the United States. We believe that there is a shift in the public’s perception of cannabis from a state of prohibition to a state of legalization. In October 2018, Canada became the first major industrialized nation to legalize adult-use cannabis at the national federal level. Cannabis is still heavily regulated. However, the medical use of cannabis is now permitted in up to 29 countries and many more countries have reformed, or are considering reforming, their cannabis uses laws to include the recreational use of cannabis.

In the 2016 publication by Deloitte, Insights and Opportunities Recreational Marijuana, the project size of the Canadian adult-use market ranged from CDN\$4.9 billion to CDN\$8.7 billion annually. In the 2018 publication by Deloitte, A Society in Transition, an Industry

## [Table of Contents](#)

Ready to Boom, the projected size of the Canadian adult-use market in 2019 ranged from CDN\$1.8 billion to CDN\$4.3 billion. The Canadian medical cannabis industry experienced substantial growth since 2014. Health Canada projects the Canadian cannabis market will reach CDN\$1.3 billion in annual value by 2024.

We intend to position ourselves with a core emphasis on wholesale & co-packaging services to accommodate all consumer-packaged goods required for the sophisticated cannabis market in Canada and internationally. This will integrate cannabinoid research, analytical testing, product development and manufacturing.

Our product manufacturing will include, but will not be limited to the following:

- Cannabis flower pods for vaporizer use
- Cannabis extract pods for vaporizer use
- Cannabis pre-rolls
- K-Cup infused coffee and tea pods
- Infused cannabis beverages
- Infused cannabis edibles
- Infused topical products and CBD wellness products.

As of the date of this report, the Company (i.e., Target Group Inc. and its subsidiaries) does not have any operations, employees or corporate offices based in United States.

### **Acquisitions**

To take advantage of the opportunity resulting from the legalization of adult-use cannabis in Canada, we completed several strategic acquisitions and entered into several significant agreements as follows:

#### *Visava Inc./Canary Rx Inc.*

On June 27, 2018, the Company entered into an Agreement and Plan of Share Exchange (“Exchange Agreement”) with Visava Inc., a private Ontario, Canada corporation (“Visava”). Visava owns 100% of Canary Rx Inc. (“Canary”), a Canadian corporation that operates a 44,000 square foot facility located in Ontario’s Garden Norfolk County for the production of cannabis. Canary is a Canadian Licensed Producer under Health Canada’s Cannabis Act (“Bill C-45”). Canary expects to grow up to 4 million grams of cannabis annually out of its Simcoe facility once it is at full capacity. The Company is now growing premium cannabis in indoor grow rooms and each 2,200 square foot room gets up to 5.4 turns annually.

Pursuant to the Exchange Agreement, the Company issued to the Visava shareholders an aggregate of 25,500,000 shares of the Company’s Common Stock in exchange for all of the issued and outstanding common stock held by the Visava shareholders. In addition to its Common Stock, the Company issued to the Visava shareholders, pro rata Common Stock Purchase Warrants to purchase an aggregate of 25,000,000 shares of the Company’s Common Stock at a price per share of \$0.10 for a period of two years following the issuance date of the Warrants. The transactions contemplated by the Exchange Agreement closed effective August 2, 2018. Visava continues its business operations as a first-tier wholly-owned subsidiary of the Company with Canary operating as our second-tier subsidiary. During the year ended, December 31, 2020, all of the warrants expired, none were exercised.

#### *CannaKorp Inc.*

Pursuant to the terms of an Agreement and Plan of Share Exchange dated January 25, 2019 (“Exchange Agreement”), on March 1, 2019, we completed the acquisition of Massachusetts –based CannaKorp Inc., a Delaware corporation (“CannaKorp”). CannaKorp has developed a single-use pre-measured pod and vaporizer system for consumers interested in vaporizing natural herbs, including cannabis. The patent-pending system is known as The Wisp(TM) and Wisp Pods(TM). The Wisp(TM) vaporizer system extracts the medically beneficial compounds more efficiently while simultaneously offering a much safer and more enjoyable experience than other alternatives.

[Table of Contents](#)

Under the terms of the Exchange Agreement, we issued 30,407,712 shares of our common stock to the exchanging CannaKorp shareholders in exchange for 99.8% of the outstanding common stock held by the CannaKorp shareholders. CannaKorp continues to operate as our subsidiary. During the year ended, December 31, 2021, all of the warrants expired, none were exercised.

**Agreements**

*Serious Seeds B.V.*

Effective December 6, 2018, the Company and Canary entered into a Distribution, Collaboration and Licensing Agreement (“Agreement”) with Serious Seeds B.V. (“Serious Seeds”), incorporated in the Netherlands, and Simon Smit (“Smit”), President of Serious Seeds. Under the Agreement, Canary was appointed the exclusive distributor in Canada and all other legal markets globally of Serious’ proprietary cannabis seed strains and Serious’ cannabis cuttings, dried flowers, extracts and seeds. In addition, under the Agreement Canary Rx and Serious will develop certain “Collaborative Products” defined as cannabis seed strains created collaboratively using Serious’ intellectual property. During the term of the Agreement, Canary will own all of the intellectual property related to the Collaborative Products.

Under the Agreement, Smit has granted Canary an exclusive license in Canada and all legal markets globally to Serious’ intellectual property including the right to use the service mark of Serious Seeds and all of the names of Serious’ proprietary cannabis seed strains including but not limited to Chronic, AK-47, White Russian, Bubble Gum, Kali Mist, Warlock, Double Dutch, Biddy, Early, Motavation and Strawberry-AKeil.

The initial term of the Agreement will be five (5) years and will be automatically renewed for consecutive five (5) terms subject to rights of termination upon one hundred and eighty (180) days prior notice. In consideration of the intellectual property rights granted by Smit to Canary, the Company will issue to Smit 250,000 shares of the Company’s common stock on the effective date of the Agreement. In addition, on the thirteenth (13) month following the effective date of the Agreement of the initial term, the Company will issue to Smit 5,208 shares of common stock and warrants to purchase 200,000 shares of Target common stock at an exercise price of \$0.15 per share. Thereafter, from the fourteenth (14) month following the effective date of the Agreement and continuing through the sixtieth (60) month of the initial term, the Company will issue Smit 5,208 shares of common stock and warrants to purchase 16,667 shares of Target common stock, each month, at varying exercise prices ranging from \$0.20 to \$0.35 per share. All of the above warrants must be exercised on or before the two (2) year anniversary date of each of the warrant issuance dates.

In consideration of Canary Rx’s appointment as Serious’ exclusive distributor in Canada, Canary Rx will pay Serious Seeds certain royalties as follows:

1 <sup>st</sup> year:	2.00% of gross sales
2 <sup>nd</sup> year:	2.25% of gross sales
3 <sup>rd</sup> year:	2.50% of gross sales
4 <sup>th</sup> year:	2.75% of gross sales
5 <sup>th</sup> and following years:	3.00% of gross sales

On October 8, 2019, Canary was granted licenses to cultivate, process and sell cannabis pursuant to the Cannabis Act (Bill C-45). These Standard Licenses enable Canary to produce approximately 3,600kg of dried cannabis flower per year. Canary has curated a bank of 3,500 seeds, comprised of more than 125 strains, including the entire Serious Seeds collection. The Company has the capacity to grow 8 different strains at a time, within the facility’s 8 indoor separate flower rooms.

*Cannavolve Inc. Sales Agency Agreement*

Effective December 13, 2018, the Company appointed Cannavolve Inc., an Ontario, Canada corporation based in Toronto (“Cannavolve”), under the terms of a Licensed Producer/Licensed Processor Sales Agency Agreement (“Agency Agreement”), as the Company’s exclusive agent in Canada to market and sell the CannaKorp Wisp(TM) vaporizer, the Serious Seeds(TM)products and Canary branded cannabis in the recreational cannabis markets (collectively the “Products”). Cannavolve is an independent recreational cannabis sales and marketing Company established to represent licensed producers and licensed processors in Canada of cannabis and cannabis accessories. Cannavolve operates in Canada with offices in Halifax, Montreal, Calgary and Vancouver.

## [Table of Contents](#)

Under the Agency Agreement, Cannavolve will be paid a commission of 6% of net sales based on the wholesale prices of the Products. The initial term of the Agency Agreement is two (2) years from December 13, 2018 subject to a renewal term of two (2) additional years. In addition to customary termination provisions based upon the material default of either the Company or Cannavolve, we can terminate the Agency Agreement without cause upon ninety (90) days prior written notice. The agreement was renewed on December 13, 2020 for an additional two (2) years.

### *cGreen, Inc. Exclusive License Agreement*

Effective August 8, 2019, the Company entered into an Exclusive License Agreement (“License Agreement”) with cGreen, Inc., a Delaware corporation (“cGreen”). The License Agreement grants to the Company an exclusive license to manufacture and distribute the patent-pending THC antidote True Focus(TM) in the United States, Europe and the Caribbean. The term of the license is ten (10) years and four (4) months from the effective date of August 8, 2019. In consideration of the license, the Company will issue 10,000,000 shares of its common stock as follows: (i) 3,500,000 within ten (10) days of the effective date; (ii) 3,500,000 shares on January 10, 2020; and (iii) 3,000,000 shares not later than June 10, 2020. In addition, the Company will pay cGreen royalties of 7% of the net sales of the licensed products and 7% of all sublicensing revenues collected by the Company. The Company will pay cGreen an advance royalty of \$300,000 within ten (10) days of the effective date; \$300,000 on January 10, 2020; and \$400,000 on or before June 10, 2020 and \$500,000 on or before November 10, 2020. All advance royalty payments will be credited against the royalties owed by the Company through December 31, 2020.

During the quarter ended December 31, 2019, the intangible asset was written off based on management’s review and evaluation of its recoverability.

Additionally, during the quarter ended June 30, 2020, the Company was in arbitration with cGreen for the breaches of the terms of the License Agreement, however, through an early mediation, both companies reached a settlement agreement to settle the breaches of the contract on July 27, 2020 (“Effective Date”). As per the settlement agreement, the License Agreement has been terminated and the Company does not have to issue the 10 million shares nor pay the outstanding royalty payable in the amount of \$1,191,860. As consideration, the Company paid \$130,000 within 30 days of the Effective Date and paid \$100,000 in monthly installments of \$10,000 commenced in April 2021 to cGreen resulting in a gain on settlement of \$1,704,860. As at September 30, 2022, there was no outstanding balance, the balance has been paid in full and the claim is closed during the quarter ended March 31, 2022 (December 31, 2021: \$10,000).

### *Joint Venture Agreement*

Effective May 14, 2020, Canary entered into a Joint Venture Agreement (“Joint Venture”) with 9258159 Canada Inc., a corporation organized under the laws of the Province of Ontario, Canada (referred to as “Thrive Cannabis”) and 2755757 Ontario Inc., a corporation organized under the laws of the Province of Ontario, Canada (referred to as “JVCo”). Canary and Thrive Cannabis each hold 50% of the voting equity interest in JVC. The term of the Joint Venture is five (5) years from its effective date of May 14, 2020.

Under the Joint Venture, JVCo is permitted to use all eight (8) rooms, of Canary’s licensed cannabis cultivation facilities located in Simcoe, Ontario, Canada (“Licensed Site Portion”) to operate and manage the Licensed Site Portion for the cultivation and process of cannabis pursuant to Canary’s license issued by Health Canada. During the term of the Joint Venture, JVCo will be responsible for the administration, operation and management of the Licensed Site Portion and all proceeds from the sale of the cannabis and related cannabis products cultivated therein will be payable to the JVCo.

In addition, Canary, Thrive Cannabis, and JVCo entered into a Unanimous Shareholder Agreement dated May 14, 2020 governing the management and administration of the business of JVCo.

During the period ended September 30, 2022, the joint venture partners, Canary and Thrive Cannabis entered into an agreement. Pursuant to this agreement the Company received a total of \$1,657,451 (CAD 2,125,482) of which \$1,070,835 (CAD 1,373,218) were reduced from investment in joint venture as these represented recovery of investment and \$586,615 (CAD 752,264) were classified as other income representing recovery of interest expense charged on shareholder loan, which was primarily provided to support joint venture operations. Also refer to shareholder loan in Note 8.

As per the Joint Venture, Canary will provide the JVCo with a Hard Cost Loan with the maximum amount of \$875,520 (CAD 1,200,000). This loan bears an interest rate of 7% per annum, matures in 12 months from the effective date, and is secured against the personal property of the JVCo and Thrive will guarantee one-half (1/2) of the outstanding balance of the loan. As of September 30, 2022, the

[Table of Contents](#)

loan advanced amounts to \$244,416 (CAD 335,000) and interest income charged for the nine months ended in the amount of \$13,677 (CAD 17,539) is included in other income on the unaudited condensed consolidated interim statement of operations and comprehensive loss and interest receivable in the amount of \$37,407 (CAD 51,270) is included in receivable from joint venture on the unaudited condensed consolidated interim balance sheet.

The JVCo will reimburse Canary for certain expenses incurred by Canary for the cultivation and processing of cannabis products. Below is the table which summarizes the activity of the period:

Nine months ended September 30,	2022		2021	
	CAD	USD	CAD	USD
Sales	4,074,256	3,177,105	1,838,754	1,469,900
Cost of goods sold	2,110,851	1,646,042	1,199,941	959,232
Gross profit	1,963,405	1,531,063	638,813	510,668
Operation expenses	1,335,381	1,041,330	658,756	526,610
Net income (loss)	628,024	489,733	(19,943)	(15,942)
Eligible recoverable expenses	3,743,923	2,731,566	2,236,728	1,755,608
Recoverable amount	3,743,923	2,731,566	2,236,728	1,755,608
Income (loss) on equity	314,012	244,867	(9,971)	(7,971)

Due to reimbursement of an office and general expense during the comparable quarter ended which had been expensed in the books of Canary in the prior period, therefore, leading to a credit (negative) expense on the unaudited condensed consolidated interim statement of operations and comprehensive loss. During the nine months ended September 30, 2022, revenue was sold to five customers which exceeded 5% of total revenue (2021: six).

The JVCo shall make payments out of the revenues, net of applicable taxes and expenses (“Net Income”), per the following order of priority:

- a) First, the payment of recoverable expenses;
- b) Second, to the repayment of the Hard Cost Loan until repaid in full;
- c) Third, to the repayment of the Soft Costs (costs of services and materials provided by Thrive Cannabis) until repaid in full;
- d) Finally, any remaining Net Income shall be distributed monthly, as follows:
  - (i) For the first two (2) years following the execution of this Agreement, Canary shall receive 60% and Thrive Cannabis shall receive 40%; and
  - (ii) For the three (3) years following such period, Canary shall receive 57.5% and Thrive shall receive 42.5%.

Below is the position of the JVCo as at:

As of	September 30, 2022		December 31, 2021	
	CAD	USD	CAD	USD
Assets	9,427,983	6,878,656	4,830,446	3,810,256
Liabilities	9,990,047	7,288,739	6,020,535	4,748,998
Deficit	(562,065)	(410,082)	(1,190,089)	(938,742)

#### *CL Investors Debt Purchase and Assignment Agreement*

On June 15, 2020, the Company, its first-tier subsidiaries Visava Inc. (“Visava”) CannaKorp Inc. (“CannaKorp”), and the Company’s second-tier subsidiary, Canary Rx Inc. (“Canary”), entered into a Debt Purchase and Assignment Agreement (“Agreement”) with CL Investors Inc. (“CLP”), a corporation organized under the laws of the Province of Ontario, Canada. June 15th was the preliminary date of the agreement and the agreement was not finalized until the later date as indicated below.

The CEO (and also a director) of the Company is the secretary and a shareholder of CLI plus the CEO’s brother is the President and sole director of CLI therefore the loan from CLI is classified under related party transactions.

CLI purchased from the Company for the sum of \$2,115,840 (CAD 2,900,000) a debt obligation owing from Canary, the Company’s second-tier subsidiary, to the Company in the principal balance of \$7,733,760 (CAD 10,600,000 (“Canary Debt”). Upon receipt of the

## [Table of Contents](#)

monetary consideration, the Company loaned the full sum to Canary under terms of an unsecured, non-interest-bearing promissory note, subject to a covenant by the Company not to take any collection action so long as the Canary Debt remains unpaid to CLI. As of September 30, 2022, \$3,648 (CAD 5,000) is still outstanding from CLI.

As a condition of the closing of the Agreement, the terms of the Canary Debt were amended to provide for interest at 5% per annum with a maturity date of 60 months from the date of the Agreement (“Term”). The Canary Debt will be repaid according to the following schedule:

- a) In the first year of the Term, Canary will pay CLI the greater of \$824,448 (CAD 1,130,000) and fifty percent (50%) of the Net Revenue (hereinafter defined), provided that where the latter amount exceeds the former amount, Canary will, by the end of such first year, pay CLI no less than the former amount and Canary will, within thirty (30) days following the end of such first year, pay CLI the balance of such amount owing for such first year;
- b) In the second year of the Term, Canary will pay CLI the greater of \$1,532,160 (CAD 2,100,000) and fifty percent (50%) of the Net Revenue, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2021, provided that where the latter amount exceeds the former amount, Canary will, within thirty (30) days following the end of such second year, pay CLI the balance of such amount owing for such second year;
- c) In the third year of the Term, Canary will pay CLI the greater of \$2,349,312 (CAD 3,220,000) and fifty percent (50%) of the Net Revenue, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2022, provided that where the latter amount exceeds the former amount, Canary will, by the end of such third year, pay CLI no less than the former amount and Canary will, within thirty (30) days following the end of such third year, pay CLI the balance of such payments owing for such third year;
- d) In the fourth year of the Term, Canary will pay CLI the greater of \$2,247,168 (CAD 3,080,000) and fifty percent (50%) of the Net Revenue, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2023, provided that where the latter amount exceeds the former amount, Canary will, within thirty (30) days following the end of such fourth year, pay CLI the balance of such amount owing for such fourth year; and
- e) In the fifth year of the Term, Canary will pay CLI the balance owing under this Note, by way of twelve (12) consecutive monthly installments payable on the 14th day of each month commencing on August 14, 2024 for an amount calculated by dividing twelve (12) into the sum of all amounts owing under this Note at the beginning of the fifth year of the Term on account of Principal and Interest, provided that where further amounts are owing under this Note at the end of such fifth year, Canary will pay CLI all such further amounts within five (5) days following the end of such fifth year.

For this Note, “Net Revenue” will mean any revenue generated from Canary’s Licensed Facility (hereinafter defined) to which it is entitled to the net of applicable taxes and third-party expenses.

The repayment of the Canary Debt, as amended, is guaranteed by Visava and the Company’s wholly-owned subsidiary CannaKorp Inc. and secured by (i) a general security interest in the assets of the Company, Canary, Visava and CannaKorp Inc., respectively; and (ii) a pledge by the Company of all of the issued and outstanding common stock of Canary, Visava and CannaKorp Inc. held by the Company. In addition to the foregoing guarantees, security interest and stock pledge, CLI has been granted an option, in lieu of repayment of the amended Canary Debt, to demand, in its sole and absolute discretion the transfer, assignment and conveyance of 75% of the issued and outstanding capital stock of Visava and Canary.

Furthermore, the President and sole director of CLI has been granted an option to acquire the remaining 25% of the issued and outstanding capital stock of Visava and Canary.

Effective August 14, 2020, the Agreement was amended (“Amendment”) to provide that CLI will purchase from Rubin Schindermann, a director of the Company, 500,000 shares of the Company’s Series A Preferred Stock in consideration of the payment by CLI to Rubin Schindermann of \$72,960 (CAD 100,000) and the issuance to Schindermann of 10,000,000 shares of the Company’s common stock. In consideration of the foregoing, Mr., Schindermann resigned as a director of the Company and from all administrative and executive positions with the Company’s subsidiaries Visava Inc., Canary Rx Inc. and CannaKorp Inc., respectively. In addition, the Company issued Common Stock Purchase Warrant for 10,000,000 shares of Target common stock to CLI as consideration for the Agreement.

[Table of Contents](#)

Refer to Note 11 for additional details on warrants. The combined impact of both transactions resulted in a debt issuance cost of \$251,518. This debt issuance cost will be amortized over the term of the debt on a straight-line basis.

The transactions contemplated by the Agreement and the Amendment closed on August 14, 2020.

*Forward Looking Relating to Future Operations of the Company:*

Currently, the company and its senior management are exploring several new, additional opportunities at its Simcoe, Ontario cultivation facility to expand the Company's product offerings in other cannabis-related Consumer Packaged Goods (CPG) Product categories.

**Employees**

As of September 30, 2022, we had 61 employees which include Anthony Zarcone, Chief Executive Officer.

We have contracted several independent contractors and consultants to provide a range of information technology and marketing services who do not receive cash compensation but receive shares of our common stock as compensation. This mitigates any need for full or part-time employees for these services.

**Intellectual Property Protection**

Our subsidiary CannaKorp Inc. holds the following patents:

International Patent Application No. PCT/US20115/013778  
Title: METHODS AND APPARATUS FOR PRODUCING HERBAL VAPO  
Filing Date: January 30, 2015  
Ref. No.: B1411.70000WO00

U.S. Provisional Application No.: 61/934.255  
Title: CONTAINER POD AND DELIVERY SYSTEM  
Filing Date: January 31, 2014  
Ref. No.: B1411.70000US00

In addition, CannaKorp has proprietary rights to certain trade names, trademarks and service marks which include WISP POD™, cPOD™, CANNACUP™, and WISP™. CannaKorp also has certain proprietary formulas and processes involving herbal formulas and flavors, proprietary herbal production processes and an herbal base developed to suspend active ingredients for optimal vaporization.

At present, CannaKorp has failed to meet its annuities payments as well as maintenance fees on the 2 referenced patents. Although there has been a lapse and these patents remain unmaintained, there remains the possibility of CannaKorp reinstating these patents if done so in a reasonable amount of time. At this time, management is determining the value maintaining these patents will provide the company. Once management has completed their assessment, the company will proceed accordingly and advance in that determined direction moving forward. Additionally, CannaKorp is actively seeking a JV Partner joint venture partner and/ or a licensor to assist in both marketing and launching the Wisp Vaporizer and Wisp Pods in both the US and Canadian Legal Cannabis/ HEMP markets.

**Results of Operations**

We have not generated significant revenue to date and consequently, our operations are subject to all of the risks inherent in the establishment of a new business enterprise. Our analysis on the performance of the Company is as follows:

***Balance sheet – As of September 30, 2022 and December 31, 2021***

**Cash and Restricted Cash**

On September 30, 2022, we had cash of \$197,705 (excluding restricted cash of \$8,390) compared to \$113,079 (excluding restricted cash of \$9,072) as of December 31, 2021. The increase is due to increased cash being provided by investment in the joint venture which

[Table of Contents](#)

reflects net recovery of payments of salaries, rent, and other operating expenses of our subsidiary, Canary, and additional loan provided by a related party offset by payments of a loan to a different related party.

The change in restricted cash is due to foreign exchange conversion of balances in Canadian Dollar into United States Dollar.

**Prepaid asset**

On September 30, 2022, we had prepaid expenses of \$41,222 compared to \$44,567 as of December 31, 2021. The balance represents the security deposit for the leased land for the facility to produce medical marijuana.

**Sales tax recoverable and payable**

On September 30, 2022, we had \$nil of gross sales tax recoverable compared to \$22,146 as of December 31, 2021 while the Company had \$10,979 of gross sales tax payable as of September 30, 2022.

Recoverable is due to the sales tax paid by the Company on expenses incurred during the year which are recoverable from the government while payable is due to the sales tax received (after deducting sales tax paid on expenses incurred by the Company) during the year which are payable from the government due to sales conducted by the Joint Venture.

Sales tax recoverable allowance on September 30, 2022 is \$nil (December 31, 2021: \$509).

**Goodwill**

Goodwill represents the excess of the cost of an acquisition over the fair value of the Company's share of the net identifiable assets of our subsidiaries at the date of acquisition.

**Fixed assets**

The Company initiated construction on its 44,000 square foot cannabis cultivation facility in September of 2017. On May 1, 2019, the Company completed the construction of its 44,000 square foot cannabis cultivation facility and on May 14, 2019, the Company submitted a Site Evidence Package to Health Canada as part of the steps to obtain the license to cultivate cannabis at the Company's facility. On October 8, 2019, the Company was granted licenses to cultivate, process and sell cannabis pursuant to the Cannabis Act (Bill C-45). On June 4, 2021, Canary received its Sales License amendment from Health Canada.

**Accounts payable and accrued liabilities**

Accounts payable amounting to \$1,941,134 as of September 30, 2022, primarily represents consulting and construction services related to capital work in progress and fixed asset additions amounting to \$140,499, interest on promissory notes and loans amounting to \$446,323, and outstanding, accrued professional fees amounting to \$912,292.

Accounts payable amounting to \$2,885,909 as of December 31, 2021, primarily represents customer advance for sales amounting to \$394,400, consulting and construction services related to fixed asset additions amounting to \$163,101, interest on promissory notes and loans amounting to \$952,376, outstanding and accrued professional fees amounting to \$973,017.

**Payable to related parties**

As of September 30, 2022, we had \$9,983,111 payable to related parties as compared to \$10,658,800 as of December 31, 2021. The balance primarily represents loans provided by the Company's shareholder and a related party, CLI, management services fee outstanding to the managers of the company, and outstanding amount of \$65,000 to be paid to a former shareholder of CannaKorp as part of the settlement agreement.

For additional details, refer to Note 8 in the unaudited condensed consolidated interim financial statements.



[Table of Contents](#)

**Convertible promissory notes payable**

Interest amounting to \$27 was accrued for the nine months ended September 30, 2022 (September 30, 2021: \$99).

The principal amount outstanding as of September 30, 2022 and December 31, 2021 was \$480. At both reporting dates, the entire balance was current.

***Statement of Operations – For the three months ended September 30, 2022 and 2021:***

**Revenue**

The Company did not generate revenue during the current or the comparable quarter ended in 2022. However, Canary generated revenues of \$1,085,716 (though its investment in JVCo) during the period ended September 30, 2022 (quarter ended September 30, 2021: \$742,730) and is represented as a share of income from joint venture on the unaudited condensed consolidated interim statement of operations. The revenue represents the sale of cannabis product and the revenue was concentrated to five customers revenue (2021: six).

**Expenses**

Our expenses are classified primarily into advisory and consultancy fees, management fees, salaries and wages, legal and professional fees, and depreciation expense. The decrease in operating expenses during the current quarter ended compared to comparable prior quarter ended is due to significant decrease in management service fee and office lease expense in the current period. Other than that, the expense level has remained similar on an overall level due to the management's continuous efforts to control and reduce expenses.

Expenses primarily represented consulting fees of \$246 (2021: \$6,453), management fees of \$19,399 (2021: \$72,562), legal and professional charges of \$41,253 (2021: \$72,065) comprising legal, review, accounting and Edgar agent fee, depreciation expense amounting to \$220,390 (2021: \$240,983).

Changes in other income and expenses were due to: (1) the revaluation of the warrant and convertible debt liabilities on each quarter-end which reduced significantly in magnitude since a significant number of warrants expired during the current period ended; (2) increase in the principal balance of higher interest rate bearing loans led to increased interest expense; (3) started to earning net income from the joint venture, as a result, the share of income has increased significantly and (4) and significant increase in exchange income during the quarter due to favorable exchange rate.

Other income and expenses comprised, change in fair value of derivative and warranty liability amounting to positive \$2,040 (2021: positive \$2,842,168), interest and bank charges amounting to \$269,106 (2021: \$266,098), exchange gain \$130,870 (2021: \$67,003) other income of \$49,346 (2021: 4,694), share of income from joint venture of \$93,819 (2021: loss of \$33,458) and debt issuance cost of \$12,855 (2021: \$13,318).

***Statement of Operations – For the nine months ended September 30, 2022 and 2021:***

**Revenue**

The Company did not generate revenue during the current or the comparable quarter ended in 2022. However, Canary generated revenues of \$3,177,105 (though its investment in JVCo) during the period ended September 30, 2022 (quarter ended September 30, 2021: \$1,469,900) and is represented as a share of income from joint venture on the unaudited condensed consolidated interim statement of operations. The revenue represents the sale of cannabis product and the revenue was concentrated to five customers (2021: six).

**Expenses**

Our expenses are classified primarily into advisory and consultancy fees, management fees, salaries and wages, legal and professional fees, and depreciation expense. The decrease in operating expenses during the current quarter ended compared to comparable prior quarter ended is due to significant decrease in management service fee and office lease expense in the current period. Other than that, the expense level has remained similar on an overall level due to the management's continuous efforts to control and reduce expenses.

## [Table of Contents](#)

Expenses primarily represented consulting fees of \$18,939 (2021: \$15,068), management fees of \$102,915 (2021: \$226,359), legal and professional charges of \$213,844 (2021: \$187,862) comprising legal, review, accounting and Edgar agent fee, depreciation expense amounting to \$673,349 (2021: \$731,126).

Changes in other income and expenses were due to: (1) the revaluation of the warrant and convertible debt liabilities on each quarter-end which reduced significantly in magnitude since a significant number of warrants expired during the current period ended; (2) increase in the principal balance of higher interest rate bearing loans led to increased interest expense; (3) started to earning net income from the joint venture, as a result, the share of income has increased significantly and (4) and significant increase in exchange income during the quarter due to favorable exchange rate.

Other income and expenses primarily comprised, change in fair value of derivative and warranty liability amounting to positive \$18,852 (2021: positive \$2,204,772), loss on settlement amounting to \$nil (2021: gain of \$26,360) interest and bank charges amounting to \$830,167 (2021: \$718,784), exchange gain of \$172,863 (2021: loss \$24,922) other income of \$747,122 (2021: 14,021), share of income from joint venture of \$244,867 (2021: loss of \$7,971) and debt issuance cost of \$39,098 (2021: \$40,080).

### **Liquidity and Capital Resources**

As of September 30, 2022, we had a working capital deficit of \$5,517,148 (December 31, 2021: \$3,459,035). We are actively seeking various financing opportunities to meet the deficit capital requirements.

We have relied on equity financing and personal funds for our operations. The proceeds may not be sufficient to effectively develop our business to the fullest extent to allow us to maximize our revenue potential, in which case, we will need additional capital.

We will need capital to allow us to invest in development. The Company anticipates that its future operations will generate positive cash flows starting in 2022 provided that it is successful in obtaining additional financing in the foreseeable future.

### ***Statement of Cash Flow – For the nine months ended September 30, 2022 and 2021:***

#### *Operating activities*

Operating activities used cash of \$1,070,205 compared to \$507,835 for the corresponding period of the prior year. This is primarily due to the payments of a number of outstanding balances in accounts payable and accrued liabilities.

#### *Investing activities*

Investing activities provided cash of \$1,240,111 in the year 2022 compared to \$923,497 cash used in the corresponding period of the prior year. The current period cash utilization represents the recovery of investment and increased revenue generated by the JVCo offset by improvements to Canary's facility to increase its efficiency and increase cannabis production, and investment made in the JVCo by way of paying operating expenses such as salaries, rent, utilities, etc., which will be reimbursed by the JVCo in the future. The switch from using cash to providing cash is due to the JVCo starting to generate sales leading to reduced funding towards JVCo.

#### *Financing activities*

Financing activities used cash of \$70,413 in 2022 compared to cash provided of \$1,293,000 in the year 2021. During the current period, cash was provided by a loan advance from a related party offset by payment to another related party while in the prior period, cash was primarily provided by proceeds from private placements.

### **Off-Balance Sheet Arrangements**

We have 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 are material to stockholders.

### **Critical Accounting Policies**

All critical accounting policies are described in the Company's Form 10-K for the year ended December 31, 2021.

### **Subsequent Events**

The Company's management has evaluated subsequent events up to November 7, 2022, the date the unaudited condensed consolidated interim financial statements were issued, pursuant to the requirements of ASC 855 and has determined the below material subsequent events to report:

During October 2022, the Company and the Company's shareholder, as mentioned in Note 8, ("Lender") entered into a Six Amending Agreement with the Lender pursuant to which the Lender agreed to lend the Company an additional \$182,400 (CAD \$250,000). The new loan carries interest at the rate of 3.0146% per month. The remaining terms and conditions of the Original Loan remain in full force and effect.

### **Description of Property**

We do not own any properties at this time and do not have presently any agreements to acquire any properties.

Our principal executive office is located at 20 Hempstead Drive, Hamilton, Ontario, Canada.

Our subsidiary, Canary, leases a 44,000 square foot facility located in Norfolk County, Ontario to produce medical and recreational cannabis.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

Smaller reporting companies are not required to provide the information required by this item.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### **Evaluation of disclosure controls and procedures**

Pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934 ("Exchange Act"), we have carried out an evaluation, with the participation of our management, including the Company's principal executive officer and principal financial officer of the effectiveness of the Company's disclosure controls and procedures (as defined under Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of September 30, 2022 to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act (i) is recorded, processed, summarized and reported, within the periods specified in the SEC's rules and forms and (ii) is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

#### **Changes in internal controls**

No change in our system of internal control over financial reporting occurred during the nine months ended September 30, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **PART II – OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

During the year ended December 31, 2019, a terminated employee of Canary has filed a lawsuit against the Company amounting to approximately \$1,532,160 (CAD 2,100,000) in Ontario, Canada. Currently, the Company is defending its position and believes that the ultimate decision will be in favor of the Company.

A complaint for damages of \$150,000 was filed against CannaKorp by the former Chief Financial Officer of CannaKorp for outstanding professional fees. No claim has been registered. The management is of the view that no material losses will arise in respect of the legal claim at the date of this report.

A claim for damages of \$1,359,103 (CAD 1,862,805) was filed against Company and its directors by the former Chief Financial Officer of the Company for wrongful dismissal. The management is of the view that no material losses will arise in respect of the legal claim at the date of this report.

During the year ended December 31, 2020, a claim for damages of \$95,416 (CAD 130,778) was filed against Canary by a vendor for breach of contract. The management is of the view that no material losses will arise in respect of the legal claim at the date of this report.

[Table of Contents](#)

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

None.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**ITEM 5. OTHER INFORMATION**

None.

[Table of Contents](#)

**ITEM 6. EXHIBITS**

Exhibits:

Exhibit No.	Description	Incorporated by Reference		
		Form	Exhibit	Filing Date
2.1	<a href="#">Asset Acquisition Agreement</a>	8-K	2.1	12/11/14
2.1.1	<a href="#">Agreement and Plan of Share Exchange dated June 27, 2018 with Visava Inc.</a>	8-K	2.1	07/03/18
2.1.2	<a href="#">Agreement and Plan of Share Exchange dated January 25, 2019 with CannaKorp Inc. and David Manly, as Stockholder Representative</a>	8-K	2.1	01/29/19
3(i)(a)	<a href="#">Articles of Incorporation</a>	10-12G	3.1	09/30/13
3(i)(a)	<a href="#">Amended Articles of Incorporation</a>	10-K	3(i)(a)	09/18/22
3(i)(a)	<a href="#">Certificate of Amendment</a>	8-K	3(i)	10/20/16
3(i)(a)	<a href="#">Certificate of Amendment</a>	8-K	3(i)	04/12/17
3(i)(a)	<a href="#">Certificate of Amendment</a>	8-K	3(i)	07/03/17
3(i)(a)	<a href="#">Certificate of Amendment</a>	8-K	3(i)	11/01/17
3(i)(a)	<a href="#">Certificate of Amendment</a>	8-K	3(i)	09/25/18
3.2	<a href="#">Bylaws</a>	10-12G	3.2	09/30/13
4.1	<a href="#">Description of Capital Stock</a>	10-K	4.1	04/14/20
10.1	<a href="#">Form of Securities Purchase Agreement-Blackbridge Capital Growth Fund, LLC</a>	10-K	10.1	03/31/17
10.2	<a href="#">Form of Convertible Promissory Note</a>	10-K	10.2	03/31/17
10.3	<a href="#">Form of Convertible Promissory Note</a>	10-K	10.3	03/31/17
10.4	<a href="#">Form of Convertible Promissory Note</a>	10-K	10.4	03/31/17
10.5	<a href="#">Form of Securities Purchase Agreement-Crown Bridge Partners, LLC</a>	10-K	10.5	03/31/17
10.6	<a href="#">Form of Convertible Promissory Note</a>	10-K	10.6	03/31/17
10.10	<a href="#">Securities Purchase Agreement-Power Up Lending Group Ltd.</a>	10-K	10.10	03/28/18
10.11	<a href="#">Convertible Promissory Note-Power-Up Lending Group Ltd.</a>	10-K	10.11	03/28/18
10.12	<a href="#">Securities Purchase Agreement-Power Up Lending Group Ltd.</a>	10-K	10.12	03/28/18
10.13	<a href="#">Convertible Promissory Note-Power-Up Lending Group Ltd.</a>	10-K	10.13	03/28/18
10.14	<a href="#">Securities Purchase Agreement-Power Up Lending Group Ltd. dated December 24, 2018</a>	10-K	10.14	04/01/19
10.15	<a href="#">Convertible Promissory Note-Power-Up Lending Group Ltd. dated December 24, 2018</a>	10-K	10.15	04/01/19
10.16	<a href="#">Distribution, Collaboration and Licensing Agreement dated December 6, 2018 between Target Group Inc., Canary Rx Inc., Serious Seeds B.V. and Simon Smit</a>	10-K	10.16	04/01/19

[Table of Contents](#)

10.17	<a href="#">Licensed Producer/Licensed Processor Sales Agency Agreement dated December 13, 2018 with Cannavolve Inc.</a>	10-K	10.17	04/01/19
10.18	<a href="#">Exclusive License Agreement dated August 8, 2019 with cGreen Inc.</a>	8-K	2.1	08/13/19
10.19	<a href="#">Purchase, Licensing and Purchase Agreement dated September 17, 2019 between CannaKorp, Inc. and Nabis Arizona LLC</a>	8-K	10.1	09/19/19
10.20	<a href="#">Loan Agreement dated December 20, 2019 with Jerry Zarcone</a>	10-K	10.20	04/14/20
10.21	<a href="#">First Amending Agreement dated March 11, 2020 with Jerry Zarcone</a>	10-Q	10.21	06/05/20
10.22	<a href="#">Second Amending Agreement dated April 30, 2020 with Jerry Zarcone</a>	10-Q	10.22	08/10/20
10.23	<a href="#">Third Amending Agreement dated May 15, 2020 with Jerry Zarcone</a>	10-Q	10.23	08/10/20
10.24	<a href="#">Promissory Note Between Target Group Inc. and Frank Zarcone</a>	10-Q	10.24	08/10/20
10.25	<a href="#">Joint Venture Agreement between Canary Rx Inc. and 9258159 Canada, Inc. dated May 14, 2020</a>	10-Q	10.25	08/10/20
10.26	<a href="#">Debt Purchase and Assignment Agreement dated June 15, 2020</a>	8-K	10.1(i)	08/18/20
10.27	<a href="#">Amendment dated August 14, 2020 to Debt Purchase and Assignment Agreement</a>	8-K	10.1(ii)	08/18/20
10.28	<a href="#">Amendment dated May 12, 2021 to Debt Purchase and Assignment Agreement</a>	10-Q	10.28	05/7/21
10.29*	<a href="#">Fourth Amending Agreement dated June 12, 2021</a>			
10.30*	<a href="#">Fifth Amending Agreement dated February 16, 2022</a>			
10.31*	<a href="#">Sixth Amending Agreement dated October 18, 2022</a>			
31.1*	<a href="#">Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			
31.2*	<a href="#">Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			
32.1*	<a href="#">Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 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 - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.			
101.SCH	XBRL Taxonomy Extension Schema Document			
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document			
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document			
101.LAB	XBRL Taxonomy Extension Label Linkbase Document			
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document			
Exhibit 104	Cover Page Interactive Data File - The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document			

\* Filed herewith.

**SIGNATURES**

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TARGET GROUP INC.

Dated: November 7, 2022

By: /s/ Anthony Zarcone  
Chief Executive Officer, and Director

Dated: November 7, 2022

By: /s/ Barry Alan Katzman  
Director

Dated: November 7, 2022

By: /s/ Saul Niddam  
Director

Dated: November 7, 2022

By: /s/ Frank Monte  
Director



FOURTH AMENDING AND EXTENDING AGREEMENT

THIS AGREEMENT made as of the 12<sup>th</sup> day of June, 2021

BETWEEN:

**JERRY ZARCONE**

(hereinafter referred to as “**Jerry**”)

- and -

**TARGET GROUP INC.**

(hereinafter referred to as “**TGI**”)

- and -

**CANARY RX INC.**

(hereinafter referred to as “**Canary**”)

- and -

**VISAVA INC.**

(hereinafter referred to as “**Visava**”)

- and -

**CANNAKORP INC.**

(hereinafter referred to as “**Cannakorp**”, which together with Visava and Canary shall be collectively referred to as the “Subsidiaries”)

**WHEREAS:**

- A. Jerry and TGI entered into a Loan Agreement made as of the 20<sup>th</sup> day of December, 2019 (the “**Loan Agreement**”).
- B. By First Amending Agreement made as of the 11<sup>th</sup> day of March, 2020, Second Amending Agreement made as of the 30<sup>th</sup> day of April, 2020, Third Amending Agreement made as of the 14<sup>th</sup> day of May, 2020 (collectively, the “**Amending Agreements**”), the parties hereto

did amend the Loan Agreement.

- C. On May 12, 2021, the parties agreed to extend the Term such that it expires on date hereof.
- D. As at the date hereof, the amount of Forty-three Thousand, Five Hundred and Ninety-three Dollars (\$43,593.00) and Ninety-two Thousand, Seven Hundred and Eighty-seven Dollars (\$92,787.00) are owing on the First Tranche (hereinafter defined) on account of interest (“**First Tranche Interest Arrears**”) and Second Tranche (hereinafter defined) on account of interest (the “**Second Tranche Interest Arrears**”), respectively.
- E. All capitalized terms shall have the meanings ascribed to them in the Loan Agreement and Amending Agreements unless otherwise defined herein.
- F. The parties are desirous of further extending the Term and otherwise amending the Loan Agreement upon the terms and provisions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the respective covenants and agreements hereinafter contained and the sum of One Dollar (\$1.00) now paid by the parties hereto each to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto agree as follows:

- 1. The parties hereby declare and confirm that the Recitals are true and accurate and form integral terms and provisions of this Agreement.
- 2. The Term be and same is hereby extended to June 1, 2023 (“**Extended Term**”) upon the same terms and provisions as are contained in the Loan Agreement and Amending Agreements provided that:
  - (a) For clarity, during the Extended Term:
    - (i) The original principal amount of the Loan, being One Million (\$1,000,000.00) Dollars (the “**First Tranche**”), plus the First Tranche Interest Arrears which be and same is hereby added to the First Tranche as principal, shall accrue interest at a rate equal to sixteen (16%) percent per annum, calculated monthly, not in advance; and
    - (ii) The aggregate principal amount of the Additional Loan, Second Additional Loan and Third Additional Loan, being One Million (\$1,000,000.00) Dollars (the “**Second Tranche**”), which together with the First Tranche is collectively referred to herein as the “**Loan**”), plus the Second Tranche Interest Arrears which be and same is hereby added to the Second Tranche as principal, shall accrue interest at a rate equal to three point zero four one six (3.0416%) percent per month (being forty-three point two six (43.26%) percent per annum), calculated monthly, not in advance.

For clarity, as at the date hereof, the aggregate principal amount of the Loan is Two

Million, One Hundred and Thirty-six Thousand, Three Hundred and Eighty Dollars (\$2,136,380.00).

- (b) During the Extended Term, TGI and the Subsidiaries shall make quarterly payments (on a calendar basis) of interest only, not in advance.
  - (c) During the Extended Term, at the request of the TGI, Jerry may, from time to time in his sole and absolute discretion, make further loans to TGI under the Second Tranche for an aggregate principal amount not to exceed Four Hundred Thousand (\$400,000.00), which principal amounts shall be subject to interest which shall be calculated pursuant to Section 2(a)(ii) and payable pursuant to Section 2(b) hereof.
  - (d) For the first eighteen (18) months of the Extended Term, the Loan shall be closed and without any right or entitlement on the part of the TGI and the Subsidiaries to prepay any portion of the principal amount thereof without the consent of Jerry, which consent may be unreasonably and arbitrarily withheld. During the last six (6) months of the Extended Term, provided not in default, TGI and the Subsidiaries shall be entitled to prepay all or any portion of the principal amount of the Loan without bonus or penalty upon delivery of no less than three (3) months' written notice which, for clarity, may not be delivered except during the last six (6) months of the Extended Term.
  - (e) For further clarity, all monies owing and the performance of all other covenants and obligations by TGI under the Loan be and same shall be guaranteed by the Subsidiaries and secured under all security given by TGI and Subsidiaries, including without limitation, the Security.
  - (f) Contemporaneous with the execution and delivery of this Agreement, TGI and the Subsidiaries shall reimburse Jerry for all legal costs and expenses in respect of the Loan including, without limitation, any demands thereof and the negotiation, drafting and execution of this Agreement.
3. TGI and the Subsidiaries shall execute, deliver, and, if applicable, register within a reasonable time following presentation thereof by Jerry or his counsel (but in no event more than five (5) business days following such presentation) and shall also promptly do or cause to be done all other acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any further assurances, undertakings and information in order to give full effect to this Agreement. .
4. Except as modified by this Agreement, the Loan Agreement shall be unamended and shall be and shall remain in full force and effect. Also, to the extent that any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the terms and provision of this Agreement shall prevail.
5. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to each other shall be deemed to be and shall be read as a

single agreement among the parties.

6. This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

Each of the parties has executed and delivered this Agreement as of the date first above written.

SIGNED IN THE PRESENCE OF

\_\_\_\_\_  
Witness

)  
)  
)  
)  
)

\_\_\_\_\_  
**JERRY ZARCONE**

**TARGET GROUP INC.**

Per:

\_\_\_\_\_  
Name: Saul Niddam  
Position: Director

\_\_\_\_\_  
Name: Frank Monte  
Position: Director

\_\_\_\_\_  
Name: Anthony Zarcone  
Position: Director

\_\_\_\_\_  
Name: Barry Katzman  
Position: Director  
*We have authority to bind the Corporation*

**CANARY RX INC.**

Per:

\_\_\_\_\_  
Name: Anthony Zarcone

Position: President & CEO  
*I have authority to bind the Corporation*

**VISAVA INC.**

Per:

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Name: Anthony Zarcone  
Position: President & CEO  
*I have authority to bind the Corporation*

**CANNAKORP INC.**

Per:

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Name: Saul Niddam  
Position: CEO  
*I have authority to bind the Corporation*

FIFTH AMENDING AGREEMENT

THIS AGREEMENT made as of the 15<sup>th</sup> day of February, 2022

BETWEEN:

**JERRY ZARCONI**

(hereinafter referred to as "**Jerry**")

- and -

**TARGET GROUP INC.**

(hereinafter referred to as "**TGI**")

- and -

**CANARY RX INC.**

(hereinafter referred to as "**Canary**")

- and -

**VISAVA INC.**

(hereinafter referred to as "**Visava**")

- and -

**CANNAKORP INC.**

(hereinafter referred to as "**Cannakorp**", which together with Visava and Canary shall be collectively referred to as the "Subsidiaries")

**WHEREAS:**

- A. Jerry and TGI entered into a Loan Agreement made as of the 20<sup>th</sup> day of December, 2019 (the "**Loan Agreement**"), which Loan Agreement has been amended and extended by various amending and extending agreements from time to time the most recent of is the Fourth Amending and Extending Agreement made as of the 15<sup>th</sup> day of June, 2021 (collectively, the "**FAEA**").
- B. All capitalized terms shall have the meanings ascribed to them in the FAEA unless otherwise

defined herein.

C. The parties are desirous of further amending the Loan Agreement upon the terms and provisions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the respective covenants and agreements hereinafter contained and the sum of One Dollar (\$1.00) now paid by the parties hereto each to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto agree as follows:

1. The parties hereby declare and confirm that the Recitals are true and accurate and form integral terms and provisions of this Agreement.
2. The parties acknowledge and agree that as the date hereof, the principal amount advanced under the Second Tranche of the Loan is \$1,400,000.00.
3. The parties further covenant and agree that on the date hereof Jerry shall advance the further principal amount of \$100,000.00 under the Second Tranche of the Loan provided that:
  - (a) The advance shall be subject to a lender's fee equal to \$20,000.00, which lender's fee may be deducted by Jerry from the advance.
  - (b) For clarity, the said advance shall be subject to interest which shall be calculated pursuant to Section 2(a)(ii) of the FAEA and payable pursuant to Section 2(b) thereof.
  - (c) For further clarity, all monies owing and the performance of all other covenants and obligations by TGI under the Loan be and same shall be guaranteed by the Subsidiaries and secured under all security given by TGI and Subsidiaries, including without limitation, the Security.
  - (d) Contemporaneous with the execution and delivery of this Agreement, TGI and the Subsidiaries shall reimburse Jerry for all legal costs and expenses in respect of the Loan including, without limitation, any demands thereof and the negotiation, drafting and execution of this Agreement.
4. TGI and the Subsidiaries shall execute, deliver, and, if applicable, register within a reasonable time following presentation thereof by Jerry or his counsel (but in no event more than five (5) business days following such presentation) and shall also promptly do or cause to be done all other acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any further assurances, undertakings and information in order to give full effect to this Agreement. .
5. Except as modified by this Agreement, the Loan Agreement shall be unamended and shall be and shall remain in full force and effect. Also, to the extent that any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the terms

and provision of this Agreement shall prevail.

- 6. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to each other shall be deemed to be and shall be read as a single agreement among the parties.
- 7. This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.
- 8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

Each of the parties has executed and delivered this Agreement as of the date first above written.

SIGNED IN THE PRESENCE OF

\_\_\_\_\_  
Witness

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)  
)  
)  
)

\_\_\_\_\_  
**JERRY ZARCONE**

**TARGET GROUP INC.**

Per:

\_\_\_\_\_  
Name: Saul Niddam

Position: Director

\_\_\_\_\_  
Name: Frank Monte

Position: Director

\_\_\_\_\_  
Name: Anthony Zarcone

Position: Director

\_\_\_\_\_  
Name: Barry Katzman

Position: Director

*We have authority to bind the Corporation*

**CANARY RX INC.**

Per:





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Name: Anthony Zarcone  
Position: President & CEO  
*I have authority to bind the Corporation*

**VISAVA INC.**

Per:

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Name: Anthony Zarcone  
Position: President & CEO  
*I have authority to bind the Corporation*

**CANNAKORP INC.**

Per:

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Name: Saul Niddam  
Position: CEO  
*I have authority to bind the Corporation*

SIXTH AMENDING AGREEMENT

THIS AGREEMENT made as of the 18<sup>th</sup> day of October, 2022

BETWEEN:

**JERRY ZARCONI**

(hereinafter referred to as "**Jerry**")

- and -

**TARGET GROUP INC.**

(hereinafter referred to as "**TGI**")

- and -

**CANARY RX INC.**

(hereinafter referred to as "**Canary**")

- and -

**VISAVA INC.**

(hereinafter referred to as "**Visava**")

- and -

**CANNAKORP INC.**

(hereinafter referred to as "**Cannakorp**", which together with Visava and Canary shall be collectively referred to as the "Subsidiaries")

**WHEREAS:**

- A. Jerry and TGI entered into a Loan Agreement made as of the 20<sup>th</sup> day of December, 2019 (the "**Loan Agreement**"), which Loan Agreement has been amended and extended by various amending and extending agreements from time to time the most recent of is the Fifth Amending Agreement made as of the 16<sup>th</sup> day of February, 2022 (collectively, the "**FAEA**").
- B. All capitalized terms shall have the meanings ascribed to them in the FAEA unless otherwise defined herein.

C. The parties are desirous of further amending the Loan Agreement upon the terms and provisions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the respective covenants and agreements hereinafter contained and the sum of One Dollar (\$1.00) now paid by the parties hereto each to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto agree as follows:

1. The parties hereby declare and confirm that the Recitals are true and accurate and form integral terms and provisions of this Agreement.
2. The Loan be and same is hereby increased by the principal amount of a further Two Hundred and Fifty Thousand (\$250,000.00) Dollars (CDN) (the "**Third Tranche**") upon the following terms and provisions:
  - (a) The Third Tranche shall be subject to a Lender's Fee in the amount of Twenty-Five Thousand (\$25,000.00) Dollars (CDN), which shall be deducted and paid from the advance thereunder;
  - (b) The Third Tranche shall be subject to a rate of interest equal to 3.0416% per month (being 43.26% per annum), calculated monthly, not in advance;
  - (c) All principal and interest owing and accrued under the Third Tranche shall be repayable six (6) months from the date hereof provided that when in not in default, the Third Tranche may be repaid in full upon no less than three (3) months' written notice thereof;
  - (d) For further clarity, all monies owing and the performance of all other covenants and obligations by Third Tranche be and same shall be guaranteed by the Subsidiaries and secured under the Security; and
  - (e) Contemporaneous with the execution and delivery of this Agreement, TGI and the Subsidiaries shall reimburse Jerry for all legal costs and expenses in respect of the Loan including, without limitation, any demands thereof and the negotiation, drafting and execution of this Agreement.
3. TGI and the Subsidiaries shall execute, deliver, and, if applicable, register within a reasonable time following presentation thereof by Jerry or his counsel (but in no event more than five (5) business days following such presentation) and shall also promptly do or cause to be done all other acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any further assurances, undertakings and information in order to give full effect to this Agreement.
4. Except as modified by this Agreement, the Loan Agreement shall be unamended and shall be and shall remain in full force and effect. Also, to the extent that any term or provision

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of this Agreement conflicts with any term or provision of the Loan Agreement, the terms and provision of this Agreement shall prevail.

5. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to each other shall be deemed to be and shall be read as a single agreement among the parties.
6. This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

*[signatures page to immediately follow]*

Each of the parties has executed and delivered this Agreement as of the date first above written.

SIGNED IN THE PRESENCE OF

\_\_\_\_\_  
Witness

)  
)  
)  
)  
)

\_\_\_\_\_  
**JERRY ZARCONE**

**TARGET GROUP INC.**

Per:

\_\_\_\_\_  
Name: Saul Niddam  
Position: Director

\_\_\_\_\_  
Name: Frank Monte  
Position: Director

\_\_\_\_\_  
Name: Anthony Zarcone  
Position: Director

\_\_\_\_\_  
Name: Barry Katzman  
Position: Director  
*We have authority to bind the Corporation*

**CANARY RX INC.**

Per:

\_\_\_\_\_  
Name: Anthony Zarcone  
Position: President & CEO  
*I have authority to bind the Corporation*

**VISAVA INC.**

Per:

\_\_\_\_\_  
Name: Anthony Zarcone  
Position: President & CEO  
*I have authority to bind the Corporation*



**CANNAKORP INC.**

Per:

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Name: Saul Niddam

Position: CEO

*I have authority to bind the Corporation*

**CERTIFICATION PURSUANT TO SECTION 302**

I, Anthony Zarcone, certify that:

1. I have reviewed this Form 10-Q of Target Group 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 unaudited condensed consolidated interim 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 unaudited condensed consolidated interim 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 evaluations; and
  - d) Disclosed in this report is 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, 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.

Dated: November 7, 2022

*/s/ Anthony Zarcone*  
\_\_\_\_\_  
Chief Executive Officer

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**CERTIFICATION PURSUANT TO SECTION 302**

I, Anthony Zarcone, certify that:

1. I have reviewed this Form 10-Q of Target Group 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 unaudited condensed consolidated interim 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 unaudited condensed consolidated interim 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 evaluations; and
  - d) Disclosed in this report is 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, 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.

Dated: November 7, 2022

*/s/ Anthony Zarcone*

Principal Financial Officer

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

Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned officer of Target Group Inc. (the "Company"), hereby certify that:

The Report on Form 10-Q for the period ended September 30, 2022 of the Company fully complies, in all material respects, with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Report fairly represents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 7, 2022

By: /s/ Anthony Zarcone  
Chief Executive Officer  
(Principal Executive Officer)  
(Principal Financial Officer)

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