

MeeMee Media Inc.  
Form 10-Q  
March 22, 2017

---

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 JANUARY 31, 2017

OR

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

Commission file number 000-52961

MEEMEE MEDIA INC.  
(Exact name of registrant as specified in its charter)

NEVADA  
(State or other jurisdiction of incorporation or organization)

6630 West Sunset Boulevard  
Los Angeles, CA 90027  
(Address of principal executive offices, including zip code.)

(416) 903-6691  
(Registrant's telephone number, including area code)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). YES  NO

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

Edgar Filing: MeeMee Media Inc. - Form 10-Q

Large accelerated filer  Accelerated filer

Non-accelerated filer  Smaller reporting company

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

At March 22, 2017, the Registrant had 43,075,000 common shares outstanding.

---

---

MEEMEE MEDIA INC.

Index to Form 10-Q  
For the Quarterly Period Ended January 31, 2017

|                       | <u>Page</u>  |    |
|-----------------------|--|----|
| <b><u>PART I</u></b>  | <b>FINANCIAL INFORMATION</b>   |    |
| Item 1                | Financial Statements   |    |
|                       | Condensed Consolidated Balance Sheets as of January 31, 2017 and July 31, 2016                               | 2  |
|                       | Condensed Consolidated Statements of Operations for the three and six months ended January 31, 2017 and 2016 | 3  |
|                       | Condensed Consolidated Statements of Cash Flows for the six months ended January 31, 2017 and 2016           | 4  |
|                       | Notes to the Condensed Consolidated Financial Statements   | 5  |
| Item 2                | Management's Discussion and Analysis of Financial Condition and Results of Operation                         | 13 |
| Item 3                | Quantitative and Qualitative Disclosures About Market Risk   | 17 |
| Item 4                | Controls and Procedures  | 17 |
| <b><u>PART II</u></b> | <b>OTHER INFORMATION</b>   | 18 |
| Item 1                | Legal Proceedings  | 18 |
| Item 2                | Unregistered Sales of Equity Securities and Use of Proceeds  | 18 |
| Item 3                | Defaults Upon Senior Securities  | 19 |
| Item 4                | Mine Safety Disclosures  | 19 |
| Item 5                | Other Information  | 19 |
| Item 6                | Exhibits   | 19 |
|                       | Signatures   | 22 |

MEEMEE MEDIA INC.  
BALANCE SHEET  
(Expressed in US Dollars)

---

|  | January 31,<br>2017<br>(Unaudited) | July 31,<br>2016 |
|--|------------------------------------|------------------|
| <b>ASSETS</b>  |                                    |                  |
| Current Assets:  |                                    |                  |
| Cash   | \$ 120,065                         | \$ 4,333         |
| Advances to All Screen Media   | 904,000                            | 675,000          |
| Accounts Receivables   | 2,000                              | -                |
| Prepaid expenses   | 8,333                              | 2,500            |
|  | \$ 1,034,399                       | \$ 681,833       |
| ECA License & Intellectual Properties  | 189,913                            | 189,913          |
| Total Assets   | \$ 1,224,311                       | \$ 871,746       |
| <b>LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)</b>  |                                    |                  |
| Current Liabilities:   |                                    |                  |
| Accounts payable   | \$ 182,048                         | \$ 262,055       |
| Deferred revenues  | 67,428                             | -                |
| Due to related parties   | 697,706                            | 658,791          |
|  | \$ 947,182                         | \$ 920,846       |
| Long Term Liabilities:   |                                    |                  |
| Convertible Promissory notes & Convertible Loans payable<br>(net of debt discounts)  | \$ 1,986,595                       | \$ 1,747,757     |
| Total Liabilities  | \$ 2,933,777                       | \$ 2,668,603     |
| <b>STOCKHOLDERS' EQUITY (DEFICIT)</b>  |                                    |                  |
| Common Stock   |                                    |                  |
| Authorized: 150,000,000 shares authorized with a \$0.001 par value<br>Issued and outstanding: 43,075,000 and 43,075,000<br>as of 1/31/17 and 07/31/16 respectively | \$ 43,075                          | \$ 43,075        |
| Additional Paid-in Capital   | 3,238,848                          | 2,709,247        |
| Deficit Accumulated During the Development Stage   | (4,991,389)                        | (4,549,179)      |
| Total Stockholders' Deficit  | (1,709,466)                        | (1,796,857)      |
| Total Liabilities and Stockholders' Equity (Deficit)   | \$ 1,224,311                       | \$ 871,746       |

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

-2-

---

MEEMEE MEDIA INC  
 STATEMENTS OF OPERATIONS  
 (Expressed in US Dollars)  
 (Unaudited)

|   | For the Three Months<br>Ended<br>January 31, |               | For the Six Months Ended<br>January 31, |               |
|---|--|---------------|---|---------------|
|   | 2017   | 2016          | 2017                                    | 2016          |
| <b>INCOME</b>   |  |               |   |               |
| ECA Conference Income   | 1,375  | -             | 1,375                                   | -             |
| Conference Costs  | 4,751  | -             | 4,751                                   | -             |
| <b>NET REVENUES</b>   | (3,376 )                                     | -             | (3,376 )                                | -             |
| <b>EXPENSES</b>   |  |               |   |               |
| Operating Expenses  |  |               |   |               |
| Advertising, marketing and promotion  | -  | 26,484        | 9,500                                   | 47,840        |
| General and administrative expenses   | 60,691                                       | 39,947        | 88,332                                  | 107,522       |
| Commissions   | -  | 40,401        | -                                       | 58,139        |
| Consulting fees and outside services  | 83,303                                       | 45,801        | 122,918                                 | 89,680        |
| Shareholder relations   | -  | 3,468         | 614                                     | 18,218        |
| Due Dilligence  | -  | -             | -                                       | -             |
| Total Expenses  | 143,994                                      | 156,101       | 221,364                                 | 321,399       |
| <b>NET LOSS FROM OPERATIONS</b>   | \$ (147,370 )                                | \$ (156,101 ) | \$ (224,740 )                           | \$ (321,399 ) |
| Other income/expenses   |  |               |   |               |
| Foreign currency transaction gain (loss)  | (9 )   | (37 )         | 970                                     | (50 )         |
| Write down of bad debt  | -  | (91,039 )     | -                                       | (91,039 )     |
| Interest and miscellaneous income   | -  | -             | -                                       | -             |
| Interest expense and financing costs  | (131,968 )                                   | (39,759 )     | (218,439 )                              | (87,634 )     |
|   | \$ (131,977 )                                | \$ (130,835 ) | \$ (217,469 )                           | \$ (178,723 ) |
| <b>NET (LOSS) INCOME</b>  | \$ (279,347 )                                | \$ (286,936 ) | \$ (442,209 )                           | \$ (500,122 ) |
| <b>NET (LOSS) PER COMMON SHARE - BASIC</b>  | \$ (0.01 )                                   | \$ (0.01 )    | \$ (0.01 )                              | \$ (0.01 )    |
| <b>WEIGHTED AVERAGE NUMBER OF COMMON<br/>SHARES OUTSTANDING (BASIC AND FULLY<br/>DILUTED)</b> | 43,075,000                                   | 40,075,000    | 43,075,000                              | 38,659,699    |

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



MEEMEE MEDIA INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(Unaudited)  
(Expressed in US Dollars)

---

|   | For the Six Months<br>Ended<br>January 31, |                  |
|---|--|------------------|
|   | 2017                                       | 2016             |
| <b>OPERATING ACTIVITIES</b>   |  |                  |
| Net (loss)  | \$(442,209)                                | \$(500,122)      |
| Adjustments to reconcile net loss to net cash used in operating activities: |  |                  |
| - Interest expense  | 218,439                                    | 87,634           |
| Changes in operating assets and liabilities:                                |  |                  |
| - Increase (decrease) in accounts payable - related party                   | 38,915                                     | 39,028           |
| - (Increase) decrease in accounts receivable                                | (2,000 )                                   | -                |
| - Increase (decrease) in accounts payable                                   | (80,007 )                                  | (50,064 )        |
| - Increase (decrease) in deferred revenues                                  | 67,427                                     | 157,481          |
| - (Increase) decrease in prepaid expenses                                   | (5,833 )                                   | 6,250            |
| Net Cash (used by) Operating Activities                                     | (205,268)                                  | (259,793)        |
| <b>INVESTING ACTIVITIES</b>   |  |                  |
| Issuance of Loan Receivable   | -  | 253,541          |
| Advances to All Screen Media  | (229,000)                                  | (275,000)        |
| Net Cash Used By Investing Activities                                       | (229,000)                                  | (21,459 )        |
| <b>FINANCING ACTIVITIES</b>   |  |                  |
| Issuances of common stock I   | -  | 340,000          |
| Increase (decrease) in note payable   | 550,000                                    | -                |
| Net Cash Provided By Financing Activities                                   | 550,000                                    | 340,000          |
| <b>NET CHANGE IN CASH</b>   | <b>115,732</b>                             | <b>58,747</b>    |
| <b>CASH AND CASH EQUIVALENTS- Beginning of Period</b>                       | <b>4,333</b>                               | <b>3,238</b>     |
| <b>CASH AND CASH EQUIVALENTS - End of Period</b>                            | <b>\$ 120,065</b>                          | <b>\$ 61,985</b> |

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





MEEMEE MEDIA INC.  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
January 31, 2017  
(Unaudited)

---

NOTE 1. CONDENSED FINANCIAL STATEMENTS

The accompanying condensed financial statements have been prepared by the Company without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations and cash flows at January 31, 2017 and for all periods presented have been made.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted. It is suggested that these condensed financial statements be read in conjunction with the financial statements and notes thereto included in the Company's July 31, 2016 audited financial statements. The results of operations for the period ended January 31, 2017 are not necessarily indicative of the operating results for the full year.

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiary, ECA360 Corp.

NOTE 2. RECENT DEVELOPMENTS

AGREEMENT AND PLAN OF MERGER WITH ALL SCREENS MEDIA, LLC

On May 21, 2015, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement"), with All Screens Media, LLC, and the holders of 100% of the membership interests of ASM (the "ASM Members"). Subject to the terms and conditions of the Merger Agreement, MeeMee shall establish a wholly-owned subsidiary (the "Merger Sub") prior to closing which shall be merged with and into ASM (the "Merger") and ASM shall be the surviving company in the Merger and shall continue its limited liability company existence under the laws of the State of Nevada and shall succeed to and assume all of the rights and obligations of ASM and Merger Sub in accordance with the NRS and shall become, as a result of the Merger, a direct wholly-owned subsidiary of MeeMee.

In connection with the Merger Agreement, the Company and ASM entered into a Secured Promissory Note dated May 19, 2015 (the "Promissory Note"). The Promissory Note provides that the Company will fund ASM a total of up to \$900,000 in increments of no less than \$225,000 on or earlier than each of June 15, 2015, July 15, 2015 and August 15, 2015, and September 15, 2015.

Upon the closing of the Merger Agreement, the Company shall issue 10,000,000 restricted shares of common stock to the ASM Members, and up to an additional 5,000,000 restricted shares of common stock to the ASM Members subject the achievement of certain 12 and 24 month EBITDA thresholds to be mutually agreed upon prior to the closing. The Merger Agreement is subject to several closing conditions, including, without limitation: (i) the Company's completion of the funding in the total amount of \$900,000 Promissory Note; (ii) the Company's issuance of an aggregate of 3,000,000 Stock Options to the ASM Members at the per share price of \$0.12; and (iii) ASM completing an audit and delivering to the Company financial statements prepared in compliance with GAAP. The parties' objective is to close the Merger on a date to be specified by the parties which shall be no later than the second business day after satisfaction or waiver of the closing conditions set forth in the Merger Agreement.



MEEMEE MEDIA INC.  
NOTES TO THE FINANCIAL STATEMENTS  
January 31, 2017  
(Unaudited)

NOTE 2. RECENT DEVELOPMENTS (continued)

AGREEMENT AND PLAN OF MERGER WITH ALL SCREENS MEDIA, LLC (continued)

On May 2, 2016, we entered into an amendment to the Agreement and Plan of Merger and the Security Promissory Note with ASM and the ASM Members such that the Principal Amount of the Note was amended from \$900,000 to \$675,000 and to be paid on or before May 6, 2016. On May 6, 2016 the full amount of \$675,000 has been advanced such that the Funding Requirement condition has been met.

Upon the closing of the Merger Agreement, we shall issue 17,500,000 restricted shares of common stock to the ASM Members, and up to an additional 17,500,000 restricted shares of common stock to ASM Members subject to certain criteria. The Amendment amended the Merger Agreement to a Closing Date of August 31, 2016.

On September 28, 2016, we entered into a Second Amendment to the Agreement and Plan of Merger amending the ASM Financial Statements required to be delivered for the Closing and extending the Closing Date to April 30, 2017. All other terms and conditions remains in effect.

EXCLUSIVE LICENSE AGREEMENT WITH ECA WORLD FITNESS ALLIANCE

On July 17, 2015, the Company entered into an Exclusive License Agreement (the "Agreement") with ECA World Fitness Alliance, ("ECA") and the sole owner of ECA granting the Company an exclusive and perpetual right and license to the Marks and Intellectual Property of ECA. In connection with the Agreement, (i) MeeMee issued the sole owner of ECA an initial royalty payment in the form of One Million (1,000,000) shares of restricted common stock of the Company; (ii) MeeMee shall further issue to the sole owner of ECA additional royalties in the amounts of up to 300,000 shares of restricted common stock of the Company per year for the first two years from the effective date in the event certain revenue milestones are achieved; (iii) MeeMee will arrange for payment in the outstanding amount of \$89,913.45 owed by ECA to the Marriott Marquis Hotel in New York, New York; and (iv) pursuant to the terms of the Agreement, MeeMee has the right to purchase any and all assets, intellectual property, inventory, products and business of ECA worldwide at a purchase price of \$1.00 pursuant to a mutually agreeable form of purchase agreement.

On October 14, 2016, the Company through its wholly owned subsidiary ECA360 entered into an Asset Assignment and Termination Agreement with the sole shareholder of ECA World Fitness Alliance ("ECA") whereby the License Agreement and all the intellectual properties used in the operations of the License was assigned to ECA360 for \$1.00 and the assumption of the current liability of \$51,198.15 to the Marriott Marquis Hotel in New York, New York. All other liabilities of ECA remained with the sole shareholder of ECA and all other obligation or commitment to the sole shareholder was terminated.

NOTE 3. GOING CONCERN

These financial statements have been prepared on a going concern basis, which implies the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has generated minimal revenues since inception and has never paid any dividends and is unlikely to pay dividends or generate earnings in the

immediate or foreseeable future.

-6-

---

MEEMEE MEDIA INC.  
 NOTES TO THE FINANCIAL STATEMENTS  
 January 31, 2017  
 (Unaudited)

NOTE 3. GOING CONCERN (continued)

At January 31, 2017 the Company has limited cash resources and will likely require new financing, either through loans from officers, debt financing, equity offerings or business combinations to continue the development of its business; however, there can be no assurance that management will be successful in raising the funds necessary to maintain operations, or that a self-supporting level of operations will ever be achieved. The likely outcome of these future events is indeterminable. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary equity financing to continue operations and the attainment of profitable operations.

As of January 31, 2017, the Company has generated minimal revenues and has accumulated losses of (\$4,991,389) since inception. These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern. These factors raise substantial doubt regarding the Company's ability to continue as a going concern.

NOTE 4. RECENT PRONOUNCEMENTS

During the quarter ended October 31, 2014, the Company elected to early adopt Accounting Standards Update No. 2014-10, Development Stage Entities (Topic 915): Elimination of Certain Financial Reporting Requirements. The adoption of this ASU allows the Company to remove the inception to date information and all references to development stage.

In April 2015, the FASB issued its final standard on simplifying the presentation of debt issue costs. This standard, issued as ASU 2015-03, requires that all costs incurred to issue debt be presented in the balance sheet as a direct reduction from the carrying value of the debt, similar to the presentation of debt discounts. This update is effective for financial statement periods beginning after December 15, 2015, and interim periods within those fiscal years, with early adoption permitted. The Company has adopted those standards and does not expect the impact of such changes on the financial statements to be material.

NOTE 5. STOCKHOLDERS' EQUITY

Common Stock

The Company is authorized to issue 150,000,000 common shares with a par value of \$0.001 per share. No preferred shares have been authorized or issued.

|  |            |
|--|------------|
| Opening Balance, July 31, 2016         | 43,075,000 |
| Common shares issued during the period | nil        |
| Closing Balance, January 31, 2017      | 43,075,000 |



MEEMEE MEDIA INC.  
NOTES TO THE FINANCIAL STATEMENTS  
January 31, 2107  
(Unaudited)

NOTE 5. STOCKHOLDERS' EQUITY (continued)

Warrants

On February 3, 2014 the Company entered into a Secured Promissory Note, a Security Agreement and a Common Stock Purchase Warrant (the "February 2014 Warrant") with an accredited investor. The February 2014 Warrant provides for the grant of warrants to purchase up to 3,000,000 shares of the Company's common stock to the Holder with a 5 year term at an exercise price of \$0.50 per share. The fair value of the warrants granted was estimated at the date of granting using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 0.07%, volatility factor of 506.18%, and a weighted average expected life of 5 years. The Company assigned a relative fair market value to the February 2014 Warrants in the amount of \$107,144, which was recorded as a discount and amortized over the life of the Note. On April 6, 2016, the Company and the Holder agreed to reduce the exercise price of the warrants to \$0.06 while the rest of the terms remained the same. The Company recorded the incremental value for the modification of the award and recorded an expense of \$741.

Effective October 9, 2014, the Company amended the Secured Promissory Note and the February 2014 Warrant (the "First Amendment") so that (i) the exercise price under the February 2014 Warrant was reduced from \$0.50 per share to \$0.25 per share, and (ii) the exercise price under the February 2014 Warrant may be further reduced to a reset price as follows: if the average of the closing prices of the Company common stock for the fifteen trading days after October 31, 2014 is less than \$0.25 per share, than the exercise price shall be reset to such less price. On April 6, 2016, the Company and the Holder agreed to reduce the exercise price of the warrants to \$0.06 while the rest of the terms remained the same. The Company recorded the incremental value for the modification of the award and recorded an expense of \$606.

Furthermore on October 9, 2014, in connection with the First Amendment, the Company issued the Holder an additional Common Stock Purchase Warrant dated October 9, 2014 (the "October 2014 Warrant") to purchase up to 5,000,000 shares of Company common stock. The October 2014 Warrant has a term of 5 years and an exercise price of \$0.25 per share, subject to a reduction under the same reset conditions as provided in the February 2014 Warrant. The fair value of the October 2014 Warrants granted was estimated at the date of granting using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 0.10%, volatility factor of 711.94%, and a weighted average expected life of 5 years. The Company assigned a relative fair market value to the October 2014 Warrants in the amount of \$24,424, which was recorded as a discount and amortized over the life of the Note.

On March 5, 2015, the Company entered into a second amendment (the "Second Amendment") to the Secured Promissory Note of February 3, 2014 (the "Note") and Common Stock Purchase Warrants dated February 3, 2014 and October 9, 2014 (the "Warrants") with an accredited investor (the "Holder"). The Second Amendment amended the Note and the first amendment to the Note of October 9, 2014 (the "First Amendment") to include a section allowing for the conversion of the Note by the Holder. The conversion feature in the Second Amendment grants the Holder the option to convert all or a portion of the outstanding principal and interest due and owing under the Note at any time or times by delivering to the Company a duly executed facsimile copy of a notice of conversion. The conversion price per share of the Common Stock under the Second Amendment is ten cents (\$0.10), subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company.





MEEMEE MEDIA INC.  
NOTES TO THE FINANCIAL STATEMENTS  
January 31, 2017  
(Unaudited)

NOTE 5. STOCKHOLDERS' EQUITY (continued)

Warrants (continued)

On April 6, 2016, the Company and the Holder agreed to reduce the exercise price of the warrants to \$0.06 while the rest of the terms remained the same. The Company recorded the incremental value for the modification of the award and recorded an expense of \$242.

The Second Amendment also provides for the amendment and restatement of the February 2014 Warrant and the October 2014 Warrant such that the exercise price of the Warrants is adjusted to ten cents (\$0.10) per common share, subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company. The fair value of the amended February and October 2014 Warrants was estimated at the date of the amendment using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 0.25%, volatility factor of 242.10%, and a weighted average expected life of 5 years. The Company assigned an incremental relative fair market value to the amended February 2014 Warrants in the amount of \$124,854 (for an updated fair market value of \$231,998) and an incremental relative fair market value to the amended October 2014 Warrants of \$313,004 (for an updated fair market value of \$337,428) which was recorded as a discount and amortized over the life of the Note.

Furthermore, the Second Amendment also provided for the issuance to of an additional Common Stock Purchase Warrant dated March 5, 2015 (the "March 2015 Warrant") to purchase up to 2,000,000 shares of the Company's common stock at an exercise price of \$0.10 per share (subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company) with a five (5) year term pursuant to a Warrant Agreement. The fair value of the March 2015 Warrants granted was estimated at the date of granting using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 0.25%, volatility factor of 242.10%, and a weighted average expected life of 5 years. The Company assigned a relative fair market value to the Warrants in the amount of \$166,836, which was recorded as a discount and amortized over the life of the Note.

On April 6, 2016, the Company entered into a third amendment (the "Third Amendment") to the Secured Promissory Note of February 3, 2014 (the "Note") so that the maturity date of the Note was extended from August 3, 2015 to December 31, 2017 and all interest due under the Note as of August 3, 2015 was capitalized.

The Third Amendment amended the Note, the first amendment to the Note dated October 9, 2014 (the "First Amendment") and the second amendment to the Note of March 5, 2015 (the "Second Amendment") to include a section allowing for the adjustment of the conversion price granting the Holder the option to convert all or a portion of the outstanding principal and interest due and owing under the Note at any time or times at a conversion price per share of six cents (\$0.06) per Common Share, subject to adjustment as provided in the Second Amendment. The amount of outstanding principal under the Note continues to bear interest at a rate of one percent (1%) per month and the Company and the Holder agree that all accrued interest shall be added to the principal balance of the secured Note such that the principal amount of the secured Note as of the date of the Third Amendment is US \$1,187,200.

MEEMEE MEDIA INC.  
NOTES TO THE FINANCIAL STATEMENTS  
January 31, 2017  
(Unaudited)

NOTE 5. STOCKHOLDERS' EQUITY (continued)

Warrants (continued)

Furthermore, the Third Amendment also provided for the issuance of an additional Common Stock Purchase Warrant dated April 6, 2016 (the "April 2016 Warrant") to purchase up to 2,000,000 shares of the Company's common stock at an exercise price of \$0.06 per share with a five (5) year term pursuant to a Warrant Agreement as well as the issuance of 2,000,000 common shares as an inducement fee for the extension. The fair value of the April 2016 Warrants granted was estimated at the date of granting using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 1.22%, volatility factor of 276%, and a weighted average expected life of 5 years. The Company assigned a relative fair market value to the April 2016 Warrants in the amount of \$69,822, which was recorded as a discount and amortized over the remaining life of the Note.

On September 2, 2016, the Company entered into a \$550,000 Secured Convertible Grid Promissory Note. The \$550,000 Note provided for the advancement of funds to the Company pursuant to the following schedule and amounts: \$200,000 on August 31, 2016; \$200,000 on September 27, 2016; \$100,000 on October 27, 2016; and \$50,000 on November 25, 2016. The \$550,000 Note will accrue interest at the rate of 12% per annum and provides for the issuance of 20 Share Purchase Warrants (the "September 2016 Warrants") for every \$1.00 drawn against the \$550,000 Note to a maximum of 11,000,000 Warrants and will mature on December 31, 2018. The \$550,000 Note also provides that all unpaid principal, together with the then accrued interest may be converted in whole or in part, at the option of the Holder, at a price of \$0.05 per share. As at January 31, 2017, \$550,000 have been drawn against the Promissory Note and 11,000,000 Share Purchase Warrants have been issued.

Also on September 2, 2016, the Company entered into an Omnibus Amendment to the Secured Promissory Note dated February 3, 2014, the \$175,000 Note dated April 6, 2016, the \$25,000 Note dated April 6, 2016 and the \$250,000 Note dated May 6, 2016 (the "Notes") and Common Stock Purchase Warrants dated February 3, 2014, October 9, 2014, March 5, 2015 and April 6, 2016 (the "Amended and Restated Warrants"). The Omnibus Amendment amended the Notes to reduce the conversion price per share of the Common Stock to five cents (\$0.05), subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company, and also provided for the amendment of the Warrants such that the exercise price of the Warrants is adjusted to five cents (\$0.05) per common share, subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company.

NOTE 6. RELATED PARTY TRANSACTIONS

As at January 31, 2017, an aggregate of \$697,706 (July 31, 2016 - \$658,791) is owed to related parties. \$194,485 is owed to a former director and officer for unpaid salary, \$440,753 is owed to a current director and officer for unpaid salary and \$62,468 is owed to a company controlled by a current officer and director for funds advanced and a payment made to a creditor on behalf of the Company. As at January 31, 2017, an aggregate of \$45,000 (July 31, 2016 - \$90,000) was recorded as consulting fees for consulting services rendered by the officers of the Company.



MEEMEE MEDIA INC.  
NOTES TO THE FINANCIAL STATEMENTS  
January 31, 2017  
(Unaudited)

NOTE 7. CONVERTIBLE NOTES PAYABLE

On February 3, 2014, the Company entered into a Secured Promissory Note in the principal amount of \$1,000,000 (the "Note"), a Security Agreement and Common Stock Purchase Warrant (the "February 2014 Warrant") with an accredited investor (the "Holder").

The Note provides that all unpaid principal, together with the then accrued interest and any other amounts payable thereunder, shall be due and payable on the date which is the first to occur between (i) the closing of the Company's previously announced acquisition of a Latin American mobile services target (the "Acquisition"); or (ii) six (6) months after the date of the Note.

The amount of outstanding principal under the Note bears interest at a rate of one percent (1%) per month; provided, however, upon the occurrence of an uncured event of default under the Note, the outstanding principal at the time of such uncured event of default shall accrue at the rate of seventeen percent (17%) per annum during the period of time which the event of default is continuing and not cured, and the amount of any and all such default interest shall be payable on demand by the Holder. The obligations of the Company under the Note are secured pursuant to the terms of the Security Agreement, which grants the Holder a first-priority security interest and lien against the Company's assets.

On October 9, 2014, the Company amended the Secured Promissory Note so that (i) the maturity date of the Note was extended from August 3, 2014 to August 3, 2015 and (ii) all interest due under the Note as of August 3, 2014 was capitalized.

On March 5, 2015, the Company entered into a second amendment (the "Second Amendment") to the Secured Promissory Note of February 3, 2014 (the "Note"). The Second Amendment amended the Note and the first amendment to the Note of October 9, 2014 (the "First Amendment") to include a section allowing for the conversion of the Note by the Holder. The conversion feature in the Second Amendment grants the Holder the option to convert all or a portion of the outstanding principal and interest due and owing under the Note at any time or times by delivering to the Company a duly executed facsimile copy of a notice of conversion. The conversion price per share of the Common Stock under the Second Amendment is ten cents (\$0.10), subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company. On the maturity date, all interest due under the Note as of August 3, 2015 was capitalized and all terms under the Note continue to remain in effect with the same conditions as contemplated under the Second Amendment.

On April 6, 2016, the Company entered into a third amendment (the "Third Amendment") to the Secured Promissory Note of February 3, 2014 (the "Note") so that the maturity date of the Note was extended from August 3, 2015 to December 31, 2017 and all interest due under the Note as of August 3, 2015 was capitalized.

The Third Amendment amended the Note, the first amendment to the Note dated October 9, 2014 (the "First Amendment") and the second amendment to the Note of March 5, 2015 (the "Second Amendment") to include a section allowing for the adjustment of the conversion price granting the Holder the option to convert all or a portion of the outstanding principal and interest due and owing under the Note at any time or times at a conversion price per share of six cents (\$0.06) per Common Share, subject to adjustment as provided in the Second Amendment. The amount of outstanding principal under the Note continues to bear interest at a rate of one percent (1%) per month and

the Company and the Holder agree that all accrued interest shall be added to the principal balance of the secured Note such that the principal amount of the secured Note as of the date of the Third Amendment is US \$1,187,200.

-11-

---

MEEMEE MEDIA INC.  
NOTES TO THE FINANCIAL STATEMENTS  
January 31, 2017  
(Unaudited)

NOTE 7. CONVERTIBLE NOTES PAYABLE (continued)

On April 6, 2016, the Company entered into a second Secured Promissory Note (the "Second Note") in the amount of \$175,000 with the same Accredited Investor as the Note dated February 3, 2014. The Second Note provides that all unpaid principal, together with the then accrued interest and any other amounts payable thereunder, shall be due and payable on December 31, 2017. The amount of outstanding principal under the Second Note bears interest at a rate of ten percent (10%) per annum; provided, however, upon the occurrence of an uncured event of default under the Second Note, the outstanding principal at the time of such uncured event of default shall accrue at the rate of seventeen percent (17%) per annum during the period of time which the event of default is continuing and not cured, and the amount of any and all such default interest shall be payable on demand by the Holder. The obligations of the Company under the Second Note are secured pursuant to the terms of the Security Agreement dated February 3, 2014 between the Holder and the Company. The Second Note includes a section allowing for the conversion of the Second Note by the Holder granting the Holder the option to convert all or a portion of the outstanding principal and interest due and owing under the Second Note at any time or times by delivering to the Company a duly executed facsimile copy of a notice of conversion. The conversion price per share of the Common Stock under the Second Note is six cents (\$0.06), subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company.

On April 6, 2016, the Company also entered into an additional Secured Promissory note in the principal amount of \$25,000. The note will accrue interest at the rate of 10% per annum and will mature on December 31, 2017. The Note also provides that all unpaid principal, together with the then accrued interest may be converted in whole or in part, at the option of the Holder, at a price of \$0.06 per share.

On May 12, 2016 the Company entered into a Secured Promissory note in the principal amount of \$250,000. The \$250,000 Note will accrue interest at the rate of 10% per annum and will mature on December 31, 2017 and also provides that all unpaid principal, together with the then accrued interest may be converted in whole or in part, at the option of the Holder, at a price of \$0.06 per share.

On September 2, 2016, the Company entered into a \$550,000 Secured Convertible Grid Promissory Note. The \$550,000 Note provided for the advancement of funds to the Company pursuant to the following schedule and amounts: \$200,000 on August 31, 2016; \$200,000 on September 27, 2016; \$100,000 on October 27, 2016; and \$50,000 on November 25, 2016. The \$550,000 Note will accrue interest at the rate of 12% per annum and provides for the issuance of 20 Share Purchase Warrants (the "September 2016 Warrants") for every \$1.00 drawn against the \$550,000 Note to a maximum of 11,000,000 Warrants and will mature on December 31, 2018. The \$550,000 Note also provides that all unpaid principal, together with the then accrued interest may be converted in whole or in part, at the option of the Holder, at a price of \$0.05 per share. As at January 31, 2017, the Company had drawn \$550,000 and 11,000,000 Warrants have been issued.

Also on September 2, 2016, the Company entered into an Omnibus Amendment to the Secured Promissory Note dated February 3, 2014, the \$175,000 Note dated April 6, 2016, the \$25,000 Note dated April 6, 2016 and the \$250,000 Note dated May 6, 2016 (the "Notes") and Common Stock Purchase Warrants dated February 3, 2014, October 9, 2014, March 5, 2015 and April 6, 2016 (the "Amended and Restated Warrants"). The Omnibus Amendment amended the Notes to reduce the conversion price per share of the Common Stock to five cents (\$0.05), subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company, and also provided for the

amendment of the Warrants such that the exercise price of the Warrants is adjusted to five cents (\$0.05) per common share, subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company.

-12-

---



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

Forward-Looking Information

The Company may from time to time make written or oral "forward-looking statements" including statements contained in this report and in other communications by the Company, which are made in good faith by the Company pursuant to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995.

These forward-looking statements include statements of the Company's plans, objectives, expectations, estimates and intentions, which are subject to change based on various important factors (some of which are beyond the Company's control). The following factors, in addition to others not listed, could cause the Company's actual results to differ materially from those expressed in forward looking statements: the strength of the domestic and local economies in which the Company conducts operations, the impact of current uncertainties in global economic conditions and the ongoing financial crisis affecting the domestic and foreign banking system and financial markets, including the impact on the Company's suppliers and customers, changes in client needs and consumer spending habits, the impact of competition and technological change on the Company, the Company's ability to manage its growth effectively, including its ability to successfully integrate any business which it might acquire, and currency fluctuations. All forward-looking statements in this report are based upon information available to the Company on the date of this report. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

In this Form 10-Q references to "MeeMee", "the Company", "we", "us" and "our" refer to MeeMee Media Inc.

Limited Operating History

There is limited historical financial information about our company upon which to base an evaluation of our future performance. We are a growth stage corporation and have not generated any revenues from operations. We cannot guarantee that we will be successful in our business operations. We are subject to risks inherent in the establishment of a new business enterprise, including limited capital resources and possible delays in the exploitation of business opportunities. We may fail to adopt a business model and strategize effectively or fail to revise our business model and strategy should industry conditions and competition change.

We have limited resources and there is no assurance that future financing will be available to us on acceptable terms. Additional equity financing could result in dilution to existing shareholders.

Overview of Operations

We were incorporated in the State of Nevada on August 23, 2005. We maintain our statutory registered agent's office at 701 S. Carson St. Ste. 200 Carson City, NV 89701 and our business office is located at 6630 West Sunset Boulevard, Los Angeles, CA 90027. Our telephone number is (416) 903-6691.

All Screens Media, LLC

On May 21, 2015, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement"), with All Screens Media, LLC, and the holders of 100% of the membership interests of ASM (the "ASM Members"). Subject to the terms and conditions of the Merger Agreement, MeeMee shall establish a wholly-owned subsidiary (the "Merger Sub") prior to closing which shall be merged with and into ASM (the "Merger") and ASM shall be the surviving company in the Merger and shall continue its limited liability company existence under the laws of the State of Nevada and shall succeed to and assume all of the rights and obligations of ASM and Merger Sub in accordance

with the NRS and shall become, as a result of the Merger, a direct wholly-owned subsidiary of MeeMee.

-13-

---

In connection with the Merger Agreement, the Company and ASM entered into a Secured Promissory Note dated May 19, 2015 (the "Promissory Note"). The Promissory Note provides that the Company will fund ASM a total of up to \$900,000 in increments of no less than \$225,000 on or earlier than each of June 15, 2015, July 15, 2015 and August 15, 2015, and September 15, 2015.

Upon the closing of the Merger Agreement, the Company shall issue 10,000,000 restricted shares of common stock to the ASM Members, and up to an additional 5,000,000 restricted shares of common stock to the ASM Members subject to the achievement of certain 12 and 24 month EBITDA thresholds to be mutually agreed upon prior to the closing. The Merger Agreement is subject to several closing conditions, including, without limitation: (i) the Company's completion of the funding in the total amount of \$900,000 Promissory Note; (ii) the Company's issuance of an aggregate of 3,000,000 Stock Options to the ASM Members at the per share price of \$0.12; and (iii) ASM completing an audit and delivering to the Company financial statements prepared in compliance with GAAP. The parties' objective is to close the Merger on a date to be specified by the parties which shall be no later than the second business day after satisfaction or waiver of the closing conditions set forth in the Merger Agreement.

On May 2, 2016, we entered into an amendment to the Agreement and Plan of Merger and the Security Promissory Note with ASM and the ASM Members such that the Principal Amount of the Note was amended from \$900,000 to \$675,000 and to be paid on or before May 6, 2016. On May 6, 2016 the full amount of \$675,000 has been advanced such that the Funding Requirement condition has been met.

Upon the closing of the Merger Agreement, we shall issue 17,500,000 restricted shares of common stock to the ASM Members, and up to an additional 17,500,000 restricted shares of common stock to ASM Members subject to certain criteria. The Amendment amended the Merger Agreement to a Closing Date of August 31, 2016.

On September 28, 2016, we entered into a Second Amendment to the Agreement and Plan of Merger amending the ASM Financial Statements required to be delivered for the Closing and extending the Closing Date to April 30, 2017. All other terms and conditions remains in effect.

ECA360 Corp.

On July 17, 2015, the Company entered into an Exclusive License Agreement (the "Agreement") with ECA World Fitness Alliance, ("ECA") and the sole owner of ECA granting the Company an exclusive and perpetual right and license to the Marks and Intellectual Property of ECA. In connection with the Agreement, (i) MeeMee issued the sole owner of ECA an initial royalty payment in the form of One Million (1,000,000) shares of restricted common stock of the Company; (ii) MeeMee shall further issue to the sole owner of ECA additional royalties in the amounts of up to 300,000 shares of restricted common stock of the Company per year for the first two years from the effective date in the event certain revenue milestones are achieved; (iii) MeeMee will arrange for payment in the outstanding amount of \$89,913.45 owed by ECA to the Marriott Marquis Hotel in New York, New York; and (iv) pursuant to the terms of the Agreement, MeeMee has the right to purchase any and all assets, intellectual property, inventory, products and business of ECA worldwide at a purchase price of \$1.00 pursuant to a mutually agreeable form of purchase agreement.

On October 14, 2016, the Company through its wholly owned subsidiary ECA360 entered into an Asset Assignment and Termination Agreement with the sole shareholder of ECA World Fitness Alliance ("ECA") whereby the License Agreement and all the intellectual properties used in the operations of the License was assigned to ECA360 for \$1.00 and the assumption of the current liability of \$51,198.15 to the Marriott Marquis Hotel in New York, New York. All other liabilities of ECA remained with the sole shareholder of ECA and all other obligation or commitment to the sole shareholder was terminated.



ECA is a 25 year old fitness and lifestyle brand that, among other things, runs the oldest fitness trade show on the East Coast of the United States. The ECA intellectual properties was acquired for the business purpose of synergizing its reach, its mailing list, its connections with fitness modalitie, trainers and fitness consumers around the world with ASM's business model and vice versa. Among other things, ECA360 will be launching a 365 day per year virtual trade show online. The physical New York trade show business itself was only one element of the ECA360 acquisition thesis. While ECA suffered a down show year in April 2016, that was more because the Company was concentrating on other elements of the ECA gameplan and not the physical trade show. For the 2017 event we expect the trade show business to recapture past years' successes, while adding significant revenue from the digital channels we will have put in place once the ASM merger has been completed.

We have no employees and own no property. We currently maintain office space located at 6630 West Sunset Boulevard, Los Angeles, CA 90027. There is no lease arrangement for the office space. We are on a month-by-month, as needed basis.

### Liquidity and Capital Resources

At January 31, 2017, we had total current assets of \$1,034,399 (\$120,065 in cash, \$2,000 in accounts receivable, \$8,333 in prepaids and \$904,000 in advances paid to ASM pursuant to the Merger) against total current liabilities of \$947,182 compared to total current assets of \$681,833 and total current liabilities of \$920,846 at July 31, 2016. We had working capital of \$87,217 compared to a working capital deficit of (\$239,013) at July 31, 2016. Our long term liabilities consisting of the Convertible Promissory Note and Convertible Loans payable due to mature December 31, 2017 was \$1,986,595 as at January 31, 2017 compared to \$1,747,757 as at July 31, 2016. We incurred a net loss of (\$442,209) for the six months ending January 31, 2017 compared to a loss of (\$500,122) in 2016. Our aggregate deficit since inception is (\$4,991,389).

Since inception, we have used our common stock to raise money to fund our business operations, for corporate expenses and to repay outstanding indebtedness. Another source of funding has been through convertible promissory notes and convertible loans with KF Business Ventures. As at January 31, 2017, the aggregate convertible promissory notes and loans inclusive of accrued interest payable to KF Business Ventures is \$2,474,705 (\$1,986,595 net of debt discount of \$488,110).

During the next twelve months we expect to continue to incur indebtedness for administrative and professional charges associated with preparing, reviewing, auditing and filing our financial statements and our periodic and other disclosure documents to maintain the Company in good standing. Our management is exploring a variety of options to meet our cash requirements and future capital requirements, including the possibility of equity offerings, continued additional debt financing and business combinations.

As at January 31, 2017, an aggregate of \$697,706 is owed to our officers and other related parties for services rendered. Management is in discussions to try to settle certain portions of the accounts payable to related and non-related parties.

Our ability to meet our financial liabilities and commitments is primarily dependent upon the continued financial support of our management and stockholders, the continued issuance of equity to new stockholders, and our ability to achieve and maintain profitable operations. If financing is not available on satisfactory terms, we may be unable to continue, develop or expand our operations. There can be no assurance that we will be able to raise additional capital, and if we are unable to raise additional capital, we will unlikely be able to continue as a going concern.

### Plan of Operation

Currently, we are a growth stage corporation. A growth stage corporation is one engaged in the search of business opportunities, successful negotiation and closing of a business acquisition and furthering its business plan.

-15-

---

In the current fiscal year the Company hopes to capitalize on the efforts of the previous year's ECA event and for the 2017 event we expect the trade show business to recapture past years' successes, while adding significant revenue from the digital channels we will have put in place once the ASM merger has been completed.

Our plan of operation for the next twelve months will be to work towards the completion of the Merger with All Screens Media, LLC, and the holders of 100% of the membership interests of ASM (the "ASM Members") as described in the Merger Agreement dated May 21, 2015 and as amended May 2, 2016 and September 28, 2016. In the event the Merger does not close, we will then (i) consider guidelines of industries in which we may have an interest; (ii) adopt a business plan regarding engaging in business in any selected industry; and (iii) commence such operations through funding and/or the acquisition of an operating entity engaged in any industry selected.

#### Results of Operations

For the three months ended January 31, 2017 and 2016

During the three months ended January 31, 2017, the Company recorded \$1,375 from revenue generated by ECA360 from membership fees. When offset by conference costs totaling \$4,751, resulted in net revenue of (\$3,376).

On a consolidated basis, during the three-month periods ended January 31, 2017 we had a net loss of (\$279,347) compared to a net loss of (\$286,936) for the three-month period ended January 31, 2016. The changes are explained below.

Operating Expenses: During the three months ended January 31, 2017, the Company did not incur advertising and promotional fees, however \$26,484 was incurred by ECA during the three month period ended January 31, 2016 for the advertising, marketing and promotion of the ECA World Fitness Alliance 2016 fitness conference. No commissions were paid in 2017 while \$40,401 was paid to the principal of ECA in 2016. Total consulting and outside services of \$83,303 was incurred for the three month period in 2017 of which \$77,918 was incurred by ECA360 compared to \$45,801 in 2016. General and administrative expenses were \$60,691 (\$39,947 in 2016) which included administrative and professional charges associated with preparing, reviewing, auditing and filing our financial statements and our periodic and other disclosure documents to maintain the Company in good standing, transfer agent fees, office utilities and communication fees, travel and entertainment, bank and foreign exchange fees and general office expenses. Expenses were higher in 2016 primarily as a result of commission paid to the principal of ECA per the Licence Agreement and expenses incurred in the promotion of the ECA World Fitness Alliance 2016 conference through an extensive advertising campaign. During the three months ended January 31, 2017, the Company recorded \$131,968 in interest expense and financing costs compared to \$39,759 in 2016. The interest and financing costs were higher in 2017 as the Company incurred an additional \$1,000,000 in Convertible Debts by January 2017.

For the six months ended January 31, 2017 and 2016

On a consolidated basis, during the six-month periods ended January 31, 2017 we had a net loss of (\$442,209) compared to a net loss of (\$500,122) for the six-month period ended January 31, 2016. The changes are explained below.

Operating Expenses: Advertising and promotional fees of \$9,500 was incurred by ECA360 during the six month period ended January 31, 2017 (\$47,840 in 2016). No commissions were paid in 2017 while \$58,139 was paid to the principal of ECA in 2016. Total consulting and outside services of \$122,918 was incurred for the six month period in 2017 of which \$77,918 was incurred by ECA360 compared to \$89,680 in 2016. General and administrative expenses were \$88,332 (\$107,522 in 2016) which included administrative and professional charges associated with preparing, reviewing, auditing and filing our financial statements and our periodic and other disclosure documents to maintain the Company in good standing, transfer agent fees, office utilities and





communication fees, travel and entertainment, bank and foreign exchange fees and general office expenses. Expenses were higher in 2016 as the Company engaged in some IR activities, paid commission to the principal of ECA per the Licence Agreement, and due to consulting fees and advertising incurred in the promotion of the ECA World Fitness Alliance 2016 conference. During the six months ended January 31, 2017, the Company recorded \$218,439 in interest expense and financing costs compared to \$87,634 in 2016. The interest and financing costs were higher in 2017 as the Company incurred an additional \$1,000,000 in Convertible Debts by January 31, 2017.

As of the date of this report, we have generated minimal revenues and have sustained significant operating losses since our formation and expect to continue to incur substantial losses and negative operating cash flows for the foreseeable future as we attempt to expand our infrastructure and development activities and carry on with the due diligence process of the proposed acquisition. Our ability to continue may prove more expensive than we currently anticipate and we may incur significant additional costs and expenses.

We are subject to risks inherent in the establishment of a new business enterprise. We may fail to adopt a business model and strategize effectively or fail to revise our business model and strategy should industry conditions and competition change. We have limited resources and there is no assurance that future financing will be available to our Company on acceptable terms. These conditions could further impact our business and have an adverse effect on our financial position, results of operations and/or cash flows.

#### Going Concern Uncertainties

As of the date of this quarterly report, there is substantial doubt regarding our ability to continue as a going concern as we have not generated sufficient cash flow to fund our business operations. The financial statements included in this quarterly report have been prepared on the going concern basis, which assumes that we will be able to realize our assets and discharge our obligations in the normal course of business. If we are not to continue as a going concern, we would likely not be able to realize our assets at values comparable to the carrying value or the fair value estimates reflected in the balances set out in the preparation of the financial statements.

Our future success and viability, therefore, are dependent upon our ability to generate capital financing. The failure to generate sufficient revenues or raise additional capital may have a material and adverse effect upon us and our shareholders.

#### Off-Balance Sheet Arrangements

At January 31, 2017, we do not have any 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 or operations, liquidity, capital expenditures or capital resources that is material to investors.

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

Pursuant to Item 305(e) of Regulation S-K, the Company, as a smaller reporting company, is not required to provide the information required by this item.

### ITEM 4. CONTROLS AND PROCEDURES

#### Evaluation of Disclosure Controls and Procedures

In connection with the preparation of this Quarterly Report on Form 10-Q, an evaluation was carried out by our management, with the participation of our principal executive officer and our principal financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of January 31, 2017.

-17-

---

Based on that evaluation, our principal executive officer and our principal financial officer have concluded that, as of January 31, 2017, our disclosure controls and procedures were not effective to detect the inappropriate application of US GAAP rules. This was due to deficiencies that existed in the design or operation of our internal control over financial reporting that adversely affected our disclosure controls and procedures resulting in material weaknesses.

Such material weaknesses include: (1) lack of a functioning audit committee due to a lack of a majority of independent members and a lack of a majority of outside directors on our board of directors, resulting in ineffective oversight in the establishment and monitoring of required internal controls and procedures; (2) inadequate segregation of duties consistent with control objectives; and (3) ineffective controls over period end financial disclosure and reporting practices.

As of January 31, 2017 the deficiencies have not been remedied due to our lack of sufficient capital resources. We are working to remedy our deficiencies.

#### Changes in Internal Control Over Financial Reporting

During the period ended January 31, 2017, there have been no changes in internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that materially affected, or are reasonably likely to materially affect, our company's internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are not presently a party to any material litigation, nor to the knowledge of management is any litigation threatened against us, which may materially affect us.

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

On September 2, 2016, the Company entered into a \$550,000 Secured Convertible Grid Promissory Note. The \$550,000 Note provided for the advancement of funds to the Company pursuant to the following schedule and amounts: \$200,000 on August 31, 2016; \$200,000 on September 27, 2016; \$100,000 on October 27, 2016; and \$50,000 on November 25, 2016. The \$550,000 Note will accrue interest at the rate of 12% per annum and provides for the issuance of 20 Share Purchase Warrants (the "September 2016 Warrants") for every \$1.00 drawn against the \$550,000 Note to a maximum of 11,000,000 Warrants and will mature on December 31, 2018. The \$550,000 Note also provides that all unpaid principal, together with the then accrued interest may be converted in whole or in part, at the option of the Holder, at a price of \$0.05 per share. As at January 31, 2017, \$550,000 has been drawn down and 11,000,000 Warrants have been issued.

Also on September 2, 2016, the Company entered into an Omnibus Amendment to the Secured Promissory Note dated February 3, 2014, the \$175,000 Note dated April 6, 2016, the \$25,000 Note dated April 6, 2016 and the \$250,000 Note dated May 6, 2016 (the "Notes") and Common Stock Purchase Warrants dated February 3, 2014, October 9, 2014, March 5, 2015 and April 6, 2016 (the "Amended and Restated Warrants"). The Omnibus Amendment amended the Notes to reduce the conversion price per share of the Common Stock to five cents (\$0.05), subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company, and also provided for the amendment of the Warrants such that the exercise price of the Warrants is adjusted to five cents (\$0.05) per common

share, subject to a downward adjustment in the event of certain lower price issuances of Common Stock by the Company.

-18-

---

## ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

## ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## ITEM 5. OTHER INFORMATION

None.

## ITEM 6. EXHIBITS

The following exhibit index shows those exhibits filed with this report and those incorporated herein by reference:

Exhibits:

| Exhibit | Document Description   | Form | Incorporated by reference |        | Filed<br>herewith |
|---------|--|------|---------------------------|--------|-------------------|
|         |  |      | Date                      | Number |                   |
| 3.1     | No Show, Inc. Articles of Incorporation  | SB-2 | August 31,<br>2007        | 3.1    |                   |
| 3.1(1)  | Certificate of Amendment to Articles of Incorporation (incorporated by reference to the Company's Report on Form 8-K filed on March 26, 2012).                       | 8-K  | March 26,<br>2012         | 3.1(1) |                   |
| 3.1(2)  | Amendments to the Articles of Incorporation of EnDev Holdings Inc.   | 8-K  | May 17,<br>2013           | 3.1(2) |                   |
| 3.2     | Bylaws   | SB-2 | August 31,<br>2007        | 3.2    |                   |
| 3.2(1)  | Certificate of Change Pursuant to NRS 78.209 For Nevada Profit Corporations (incorporated by reference to the Company's Report on Form 8-K filed on March 26, 2012). | 8-K  | March 26,<br>2012         | 3.2(1) |                   |
| 3.2 (2) | Amended Bylaws dated September 4, 2014   | 8-K  | September<br>5, 2014      | 3.2(2) |                   |
| 10.2    | Secured Promissory Note dated February 3, 2014 with KF Business Ventures, LP   | 8-K  | February<br>6, 2014       | 10.2   |                   |
| 10.3    | Security Agreement dated February 3, 2014 with KF Business Ventures, LP  | 8-K  | February<br>6, 2014       | 10.3   |                   |
| 10.4    |  | 8-K  |                           | 10.4   |                   |

Common Stock Purchase Warrant dated February 3, 2014 with KF  
Business Ventures, LP

February  
6, 2014

Edgar Filing: MeeMee Media Inc. - Form 10-Q

|        |   |     |                  |       |
|--------|---|-----|------------------|-------|
| 10.5   | Amendment to Secured Promissory Note dated October 9, 2014  | 8-K | October 15, 2014 | 10.5  |
| 10.7*  | Second Amendment to Secured Promissory Note with KF Business Ventures, LP dated March 5, 2015   | 8-K | May 22, 2015     | 10.7  |
| 10.8*  | Amended and Restated Common Stock Purchase Warrant with KF Business Ventures, LP dated February 3, 2014   | 8-K | May 22, 2015     | 10.8  |
| 10.9*  | Amended and Restated Common Stock Purchase Warrant with KF Business Ventures, LP dated October 9, 2014  | 8-K | May 22, 2015     | 10.9  |
| 10.10* | Common Stock Purchase Warrant with KF Business Ventures, LP dated March 5, 2015   | 8-K | May 22, 2015     | 10.10 |
| 10.6   | Agreement and Plan of Merger by and among MeeMee Media Inc. All Screens Media LLC. And the Holders of the Membership Interests of All Screens Media LLC dated May 19, 2015. | 8-K | May 22, 2015     | 10.6  |
| 10.8   | Employment Agreement dated May 19, 2015 with Denis Barry (filed as Exhibit A to the Agreement and Plan of Merger filed as Exhibit 10.6)                                     | 8-K | May 22, 2015     | 10.8  |
| 10.9   | Employment Agreement dated May 19, 2015 with Peter Heumiller (filed as Exhibit A to the Agreement and Plan of Merger filed as Exhibit 10.6)                                 | 8-K | July 22, 2015    | 10.9  |
| 10.10  | Employment Agreement dated May 19, 2015 with Howard Sichel (filed as Exhibit A to the Agreement and Plan of Merger filed as Exhibit 10.6)                                   | 8-K | July 22, 2015    | 10.10 |
| 10.11  | Promissory Note dated May 19, 2015 with All Screens Media LLC (filed as Exhibit C to the Agreement and Plan of Merger filed as Exhibit 10.6)                                | 8-K | April 6, 2016    | 10.11 |
| 10.12  | Security Agreement dated May 19, 2015 with All Screens Media LLC (filed as Exhibit D to the Agreement and Plan of Merger filed as Exhibit 10.6)                             | 8-K | April 6, 2016    | 10.12 |
| 10.13  | Exclusive License Agreement by and among MeeMee Media Inc., ECA World Fitness Alliance and Carol Scott dated July 17, 2015.   | 8-K | April 6, 2016    | 10.13 |
| 10.14  | Consulting Agreement dated July 17, 2015 with Carol Scott (filed as Exhibit B to the Exclusive License Agreement filed as Exhibit 10.13)                                    | 8-K | April 6, 2016    | 10.14 |
| 10.15  | Third Amendment to Secured Promissory Note and Warrants with KF Business Ventures, LP dated April 6, 2016   | 8-K | April 6, 2016    | 10.15 |

Edgar Filing: MeeMee Media Inc. - Form 10-Q

|             |  |     |                   |       |
|-------------|--|-----|-------------------|-------|
| 10.16       | First Amendment to Security Agreement dated April 6, 2016  | 8-K | May 2, 2016       | 10.16 |
| 10.17       | Common Stock Purchase Warrant (April 2016 Warrant) with KF Business Ventures, LP dated April 6, 2016   | 8-K | April 6, 2016     | 10.17 |
| 10.18       | Secured Promissory Note for \$175,000 with KF Business Ventures, LP dated April 6, 2016  | 8-K | April 6, 2016     | 10.18 |
| 10.19       | Secured Promissory Note for \$25,000 with KF Business Ventures, LP dated April 6, 2016   | 8-K | April 6, 2016     | 10.19 |
| 10.20       | Amendment to Agreement and Plan of Merger and Secured Note with All Screens Media, LLC dated May 2, 2016   | 8-K | May 2, 2016       | 10.20 |
| 10.21       | Secured Promissory Note for \$250,000 with KF Business Ventures, LP dated May 6, 2016  | 8-K | May 6, 2016       | 10.21 |
| 10.22       | Secured Convertible Grid Promissory Note for \$550,000 with KF Business Ventures, LP dated September 2, 2016                                     | 8-K | September 2, 2016 | 10.22 |
| 10.23       | Common Stock Purchase Warrant with KF Business Ventures, LP dated September 2, 2016  | 8-K | September 2, 2016 | 10.23 |
| 10.24       | Omnibus Amendment with KF Business Ventures, LP dated September 2, 2016  | 8-K | September 2, 2016 | 10.24 |
| 10.25       | Second Amendment to Agreement and Plan of Merger and Secured Note with All Screens Media LLC dated September 28, 2016                            | 8-K | September 2, 2016 | 10.25 |
| 10.26       | Assignment Agreement among ECA360, ECA World Fitness and Carol Scott dated October 14, 2016  | 8-K | October 19, 2016  | 10.26 |
| 10.27       | Termination and Commission Agreement among ECA360, ECA World Fitness and Carol Scott dated October 14, 2016                                      | 8-K | October 19, 2016  | 10.27 |
| <u>31.1</u> | Certification of Principal Executive Officer pursuant to 15d-15(e), promulgated under the Securities and Exchange Act of 1934, as amended        |     |                   | X     |
| <u>31.2</u> | Certification of Principal Financial Officer pursuant to 15d-15(e), promulgated under the Securities and Exchange Act of 1934, as amended        |     |                   | X     |
| <u>32.1</u> | Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer) |     |                   | X     |
| <u>32.2</u> | Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer) |     |                   | X     |



SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on behalf by the undersigned, thereto duly authorized on this 22<sup>nd</sup> day of March, 2017.

MEEMEE MEDIA INC.

BY:/s/ PAUL AMSELLEM

Paul Amsellem, Principal Executive Officer  
and Director

BY:/s/ MARTIN DOANE

Martin Doane, President, Principal Financial Officer,  
Treasurer, Secretary and Director