

## AMALGAMATION AGREEMENT

THIS AGREEMENT dated November 26\_, 2020 is between:

**MYND LIFE SCIENCES INC.**, (BC incorporation no. BC1171048)

(**"MYND"**)

AND

**WINTER SOLDIER CAPITAL CORP.**, (BC incorporation no. BC117103)

(**"Winter Soldier"**)

(each individually "**Amalgamating Company**" and collectively "**Amalgamating Companies**")

### BACKGROUND

- A. The Amalgamating Companies have agreed to amalgamate upon the terms and conditions set out in this Agreement.
- B. The authorized share structure and issued shares of each of the Amalgamating Companies and the registered and beneficial holders of each of the issued shares are set out in Schedule 1 attached.
- C. Each of the Amalgamating Companies has made full disclosure to the others of its assets and liabilities.
- D. It is desirable and in the interests of the Amalgamating Companies and their respective shareholders that they amalgamate on the terms and conditions set out in this Agreement.

### AGREEMENTS

In consideration of the mutual covenants and agreements set out in this Agreement, the Amalgamating Companies hereby agree each with the other as follows:

#### Amalgamation

- 1. The Amalgamating Companies agree to amalgamate and do hereby amalgamate under the provisions of the *Business Corporations Act* (BC) (the "**Act**") to form and continue as one company upon the terms and conditions set out in this Agreement, and the company continuing from the amalgamation is referred to herein as the "Amalgamated Company".

#### Name of Amalgamated Company

- 2. The name of the Amalgamated Company will be "MYND Life Sciences Inc.",

#### Amalgamation Application and Notice of Articles and Articles

- 3. The Amalgamation Application with Notice of Articles and Articles of the Amalgamated Company will be in the forms attached and marked Schedules 2 and 3 respectively.

**Financial Year End/Business Number**

- 4. (a) The financial year end of the Amalgamated Company will be October 31 until changed by the directors of the Amalgamated Company.
- (b) The Amalgamating Companies will advise Canada Revenue Agency that the Amalgamated Company wishes to continue to use the business number 745172916BC0001, which was the business number for Winter Soldier Capital Corp.

**Authorized Share Structure**

- 5. The authorized share structure of the Amalgamated Company consists of an unlimited number of Common shares without par value.

**Registered and Records Office**

- 6. The registered and records office of the Amalgamated Company, until changed in accordance with the provisions of the Act, will be at 2800 Park Place, 666 Burrard Street, Vancouver, BC V6C 2Z7.

**Directors**

- 7. The directors of the Amalgamated Company, until otherwise determined in accordance with the articles of the Amalgamated Company, will consist of [5] persons and the full names and prescribed addresses of the first directors of the Amalgamated Company are as follows:

Name	Prescribed Address
Wilfred Jefferies	Address Redacted
Lyle Oberg	Address Redacted
John Campbell	Address Redacted
Roslyn Ritchie Derrien	Address Redacted
Aaron Bowden	Address Redacted

The directors will hold office until the first annual general meeting of the shareholders of the Amalgamated Company or until such earlier time when their successors are elected or appointed as may be determined in accordance with the Articles of the Amalgamated Company.

**Officers**

- 8. The directors named in paragraph 7 above will carry on and continue the management and operation of the Amalgamated Company in such manner as they will determine, subject to and in accordance with the articles of the Amalgamated Company and subject to the provisions of the Act, and the following persons will hold the offices set opposite their respective names at the pleasure of the directors:

Name	Prescribed Address	Position Held
Lyle Oberg	Address Redacted	Chief Executive Officer
Wilfred Jefferies	Address Redacted	Chief Scientific Officer
Paul Ciullo	Address Redacted	Chief Financial Officer

### **Annual General Meeting**

9. The first annual general meeting of the Amalgamated Company will be held within 18 months of the date of amalgamation.

### **Solvency**

10. Each of the Amalgamating Companies is solvent.

### **Shareholdings**

11. (a) On the date of this Agreement, the holders of the issued and outstanding shares in the Amalgamating Companies are as set out in Schedule 1 attached. Each Common share issued of MYND Life Sciences Inc. and Winter Soldier Capital Corp. will be exchanged for one fully paid and non-assessable Common shares in the authorized share structure of the Amalgamated Company.

(b) The unissued shares in the Amalgamating Companies will not be exchanged.

### **Share Certificates**

12. Upon issue by the Registrar of Companies of the Certificate of Amalgamation each shareholder of each of the Amalgamating Companies entitled to receive shares in the Amalgamated Company may at any time surrender to the Amalgamated Company the certificate or certificates representing shares held by that person to be exchanged for shares in the Amalgamated Company and in return will be entitled to receive a certificate or certificates representing shares of the Amalgamated Company on the basis set out in paragraph 11 of this Agreement. Until such surrender and exchange the share certificate or certificates representing shares in the Amalgamating Companies held by each shareholder entitled to receive shares in the Amalgamated Company will be evidence of that shareholder's right to be registered as a shareholder of the Amalgamated Company.

### **Rights and Liabilities of the Amalgamated Company**

13. From the date of the amalgamation, the Amalgamating Companies will be amalgamated and will be continued as one company under the name and with the Notice of Articles and Articles provided in this Agreement and the Amalgamated Company will be seized of and will hold and possess all the property, rights and interests, and will be subject to all debts, liabilities and obligations, of each of the Amalgamating Companies, including all deeds of trust and mortgage, debentures, guarantees and other securities previously issued by each of the Amalgamating Companies, and every shareholder of each of the Amalgamating Companies will be bound by the terms of this Agreement.

14. No action or proceeding by or against any of the Amalgamating Companies will abate or be affected by the amalgamation but for all purposes the Amalgamating Company subject to an action or proceeding will be deemed still to exist, or the Amalgamated Company may be substituted in that action or proceeding in place of that Amalgamating Company.

**Termination of Agreement**

15. This Agreement is null and void unless each Amalgamating Company adopts this Agreement in accordance with section 271 of the Act by November 26, 2020.

16. The Amalgamating Companies may at any time prior to the issuance of the certificate of amalgamation by the Registrar of Companies of British Columbia, by an agreement of termination approved by or subsequently ratified by resolution of their respective directors or shareholders and duly signed by any two directors or officers of each of the Amalgamating Companies, terminate and abandon this Agreement and all rights of any of the parties to this Agreement will then be at an end and this Amalgamation Agreement will be of no force or effect.

**Effective Date and Time of Amalgamation**

17. The amalgamation provided for in this Agreement will be effective as and from the amalgamation date and time set out in the certificate of amalgamation issued by the Registrar of Companies.

**General**

18. The parties to this Agreement will execute, deliver and complete any and all other documents or instruments necessary and do such acts as are necessary to give full force and effect to the provisions and intent of this Agreement.

19. Each of the Amalgamating Companies may, by resolution of its respective directors or shareholders, consent to any alteration or modification of this Agreement which the Registrar of Companies for British Columbia may require or the directors deem necessary or appropriate and all alterations and modifications so consented to by the respective directors of all the Amalgamating Companies will be binding upon the Amalgamating Companies.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement as of the date first set out above.

**MYND LIFE SCIENCES INC.**

By: \_\_\_\_\_  
(signed) \_\_\_\_\_  
Authorized Signatory

**WINTER SOLDIER CAPITAL CORP.**

By \_\_\_\_\_  
(signed) \_\_\_\_\_  
Authorized Signatory

**AUTHORIZED SHARE STRUCTURE,  
SHARES AND HOLDERS OF SHARES**

**PART 1 - MYND LIFE SCIENCES INC.**

1. Authorized Share Structure  
Unlimited Common shares without par value
2. Issued Shares
  - (a) [See attached]
3. Registered Holders of Issued Shares
  - (a) [See attached]

**PART 2 - WINTER SOLDIER CAPITAL CORP.**

1. Authorized Share Structure  
Unlimited Common shares without par value
2. Issued Shares
  - (a) [See attached]
3. Registered Holders of Issued Shares
  - (a) [See attached]

**AMALGAMATION APPLICATION WITH  
NOTICE OF ARTICLES**

[See attached]

**3**

**ARTICLES**

[See attached]