

FORM 9

NOTICE OF ISSUANCE OF LISTED SECURITIES **(or securities convertible or exchangeable into listed securities)**

Name of Listed Issuer:

Symbol(s):

MYND Life Sciences Inc. (the "Issuer" or "Company")

MYND

Date: **September 20, 2021**

Is this an updating or amending Notice: **Yes**

If yes provide date(s) of prior Notices: **August 26, 2021**

Issued and Outstanding Securities of Issuer Prior to Issuance: **45,933,382 Common Shares**

Pricing

Date of news release announcing issuance: **August 26, 2021**

Closing Market Price on Day Preceding the news release: **\$0.60.**

Closing

Number of securities to be issued: **\$3,000,000 Debenture Units (the "Offering"). Each Debenture Unit consists of (i) \$1,000 principal amount of senior unsecured convertible debentures (the "Debentures"); and (ii) common share purchase warrants (the "Warrants") exercisable for 1,000 common shares in the Company ("Shares"). The principal sum of the Debentures, or any portion thereof, may be converted into Shares of the Company at a conversion price of \$0.75 per Share. Each Warrant shall entitle the holder to acquire one additional common share (a "Warrant Share") in the capital of the Company at a price of \$1.00 per Warrant Share for a period of 24 months from the date of issuance.**

Issued and outstanding securities following issuance: **52,933,382 - 4,000,000 additional Shares will be issued if debentures are converted in full and 3,000,000 additional Shares if all warrants are exercised, for a potential additional total of 7,000,000 Shares.**

Instructions:

1. For private placements (including debt settlement), complete tables 1A and 1B in Part 1 of this form.
2. Complete Table 1A – Summary for all purchasers, excluding those identified in Item 8.
3. Complete Table 1B – Related Persons only for Related Persons.
4. If shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition) please proceed to Part 2 of this form.

FORM 9 – NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES

5. An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10 – Notice of Proposed Transaction.
6. Post the completed Form 9 to the CSE website in accordance with *Policy 6 – Distributions*. In addition, the completed form must be delivered to listings@thecse.com with an appendix that includes the information in Table 1B for ALL placees.

Part 1. Private Placement

Table 1A – Summary

Each jurisdiction in which purchasers reside	Number of Purchasers	Price per Security	Total dollar value (CDN\$) raised in the jurisdiction
Alberta	7	\$1	\$140,000
British Columbia	6	\$1	\$360,000
Ontario	1	\$1	\$2,500,000
Total number of purchasers:	14		
Total dollar value of distribution in all jurisdictions:			\$3,000,000

Table 1B – Related Persons

Not Applicable

Full Name & Municipality of Residence of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable) (CDN\$)	Prospectus Exemption	Total Securities Previously Owned, Controlled or Directed	Payment Date(1)	Describe relationship to Issuer (2)

1. Total amount of funds raised: **\$3,000,000**
2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. **The Company will use the proceeds of the Offering to advance its novel drug discovery platform, commercialize its diagnostic business unit and for general working capital.**
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: **N/A**
4. If securities are issued in forgiveness of indebtedness, provide details of the debt agreement(s) or and the agreement to exchange the debt for securities. **N/A**
5. Description of securities issued: **Debenture Units**
 - (a) Class: **Each Debenture Unit consists of (i) \$1,000 principal amount of senior unsecured convertible debentures (the "Debentures"); and (ii) common share purchase warrants (the "Warrants") exercisable for 1,000 common shares in the Company ("Shares"). The Debentures will mature on the date that is 24 months from the date of issuance (the "Maturity Date") and shall bear interest at a rate of 5% per annum, payable on the Maturity Date. The principal sum of the Debentures, or any portion thereof, may be converted into Shares of the Company at a conversion price of \$0.75 per Share (the "Conversion Price"). Each Warrant shall entitle the holder to acquire one additional common share (a "Warrant Share") in the capital of the Company at a price of \$1.00 per Warrant Share for a period of 24 months from the date of issuance. The Debentures will be issued at a discount equal to 10% of the aggregate principal amount of the Debentures.**
 - (b) Number: **See above.**
 - (c) Price per security: **See above.**
 - (d) Voting rights: **Shares issued on conversion of the Debentures and Warrant Shares issued on the exercise of Warrants will be entitled to one (1) vote per share.**
6. Provide the following information if warrants, (options) or other convertible securities are to be issued:
 - (a) Number: **3,000,000**

- (b) Number of securities eligible to be purchased on exercise of warrants (or options): **3,000,000**
- (c) Exercise price: **\$1.00**
- (d) Expiry date: **Twenty-four (24) months from the issuance date.**

7. Provide the following information if debt securities are to be issued:

- (a) Aggregate principal amount: **\$3,000,000**
- (b) Maturity date: **24 months from the date of issuance (“Maturity Date”).**
- (c) Interest rate: **5% per annum.**
- (d) Conversion terms: **The principal sum of the Debentures, or any portion thereof, may be converted into Shares of the Company at a conversion price of \$0.75 per Share (“Conversion Price”).**

The Company may force the conversion of all of the principal amount of the then outstanding Debentures at the Conversion Price prior to the Maturity Date, if the daily volume weighted average trading price of the Shares on the Canadian Securities Exchange (the “Exchange”) is greater than a 50% premium to the Conversion Price for any 15 trading days during any period of 30 consecutive trading days.

- (e) Default provisions:
 - (i) **the principal amount owing shall not be paid when due;**
 - (ii) **if the Issuer fails to pay when due any interest or other amount owing by the Issuer to the lender;**
 - (iii) **if the Issuer breaches any representation contained in the debenture certificate, fails to make any payment or to observe, perform or comply with any term, covenant, condition or obligation of the Issuer contained in the debenture certificate or is otherwise in default of any of the provisions contained in the debenture certificate (other than referred in (i) and (ii) above) and such default, if capable of being remedied, is not remedied within thirty (30) days after the Issuer receives written notice of such default from the lender;**
 - (iv) **if the Issuer shall generally fails to pay, or admit in writing its inability or unwillingness to pay, debts as**

they become due or if a decree or order of a court having jurisdiction is entered adjudging the Issuer a bankrupt or insolvent;

- (v) if the Issuer shall apply for, consent to or acquiesce in the appointment of a trustee, receiver, or other custodian for the Issuer or for a substantial part of the property thereof, or make a general assignment for the benefit of creditors;
- (vi) if the Issuer shall in the absence of such application, consent or acquiescence, become subject to the appointment of a trustee, receiver, or other custodian for the Issuer or for a substantial part of the property thereof, or have a distress, execution, attachment, sequestration or other legal process levied or enforced on or against a substantial part of the property of the Issuer;
- (vii) if the Issuer shall permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Issuer and, if any such case or proceeding is not commenced by the Issuer, such case or proceeding, if contested by the Issuer is not dismissed within 30 days;
- (viii) any notes, debentures, bonds or other indebtedness for money borrowed having an aggregate principal amount of at least \$500,000 (or its equivalent in any other currency or currencies determined at the then current exchange rate) or more (Indebtedness”) of the Issuer shall become prematurely repayable following default, or steps are taken to enforce any security therefor, or the Issuer defaults in the repayment of any such Indebtedness at the maturity thereof or (in the case of Indebtedness due on demand) on demand, or, in either case, at the expiration of any applicable grace period therefor (if any) or any guarantee of or indemnity in respect of any Indebtedness of others given by the Issuer shall not be honored when due and called upon;
- (ix) the Issuer extends or maintains outstanding any loans, advances, guarantees, (direct or indirect) or other financial support to any insider (as defined in the *Securities Act* (British Columbia)).

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.): **N/A**
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, and if a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):
 - (b) Cash: _____.
 - (c) Securities: _____.
 - (d) Other _____.
 - (e) Expiry date of any options, warrants etc. _____.
 - (f) Exercise price of any options, warrants etc. _____.
9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship: **N/A**
10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.): **N/A**
11. State whether the private placement will result in a change of control. **N/A**
12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. **N/A**
13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102 Resale of Securities. **Yes**

Part 2. Acquisition

This Part is not applicable.

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material:
3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:
 - (a) Total aggregate consideration in Canadian dollars:
 - (b) Cash:
 - (c) Securities (including options, warrants etc.) and dollar value:
 - (d) Other:
 - (e) Expiry date of options, warrants, etc. if any:
 - (f) Exercise price of options, warrants, etc. if any:
 - (g) Work commitments:
4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).
5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer:
6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	Total Securities, Previously Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired:
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):
 - (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, and if a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): ____.
 - (b) Cash _____.
 - (c) Securities _____.
 - (d) Other _____.
 - (e) Expiry date of any options, warrants etc. _____.
 - (f) Exercise price of any options, warrants etc. _____.
9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship.
10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months.

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. the Issuer has obtained the express written consent of each applicable individual to:
 - (a) the disclosure of their information to the Exchange pursuant to this Form or otherwise pursuant to this filing; and
 - (b) the collection, use and disclosure of their information by the Exchange in the manner and for the purposes described in Appendix A or as otherwise identified by the Exchange, from time to time
4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
5. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated September 20, 2021.

Lyle Oberg
Name of Director or Senior
Officer

"Lyle Oberg"
Signature

CEO
Official Capacity

Appendix A

PERSONAL INFORMATION COLLECTION POLICY REGARDING FORM 9

The Canadian Securities Exchange and its subsidiaries, affiliates, regulators and agents (collectively, “CSE or the “Exchange”) collect and use the information (which may include personal or other information) which has been provided in Form 9 for the following purposes:

- To determine whether an individual is suitable to be associated with a Listed Issuer;
- To determine whether an issuer is suitable for listing;
- To determine whether allowing an issuer to be listed or allowing an individual to be associated with a Listed Issuer could give rise to investor protection concerns or could bring the Exchange into disrepute;
- To conduct enforcement proceedings;
- To ensure compliance with Exchange Requirements and applicable securities legislation; and
- To fulfil the Exchange’s obligation to regulate its marketplace.

The CSE also collects information, including personal information, from other sources, including but not limited to securities regulatory authorities, law enforcement and self-regulatory authorities, regulation service providers and their subsidiaries, affiliates, regulators and agents. The Exchange may disclose personal information to these entities or otherwise as provided by law and they may use it for their own investigations.

The Exchange may use third parties to process information or provide other administrative services. Any third party will be obliged to adhere to the security and confidentiality provisions set out in this policy.

All personal information provided to or collected by or on behalf of The Exchange and that is retained by The Exchange is kept in a secure environment. Only those employees who need to know the information for the purposes listed above are permitted access to the information or any summary thereof. Employees are instructed to keep the information confidential at all times.

Information about you that is retained by the Exchange and that you have identified as inaccurate or obsolete will be corrected or removed.

If you wish to consult your file or have any questions about this policy or our practices, please write the Chief Privacy Officer, Canadian Securities Exchange, 220 Bay Street – 9th Floor, Toronto, ON, M5J 2W4.