

Form 62-103F1
EARLY WARNING REPORT

Item 1 – Security and Reporting Issuer

1.1 *State the designation of securities to which this report relates and the name and address of the Head office of the issuer of the securities.*

This report relates to a convertible secured subordinated debenture (the “**Debenture**”) in the principal amount of C\$5.5 million and to warrants (the “**Warrants**”) to purchase up to 32,352,941 Common Shares of Mydecine Innovations Group Inc. (the “**Company**”). The Company’s head office is located at Suite 810 - 789 West Pender Street Vancouver, BC V6C 1H2.

1.2 *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

Aequitas NEO Exchange Inc. (the “**NEO**”)

Item 2 – Identity of the Acquiror

2.1 *State the name and address of the acquiror.*

Pioneer Garage Limited (the “**Acquiror**”), a company controlled and directed by Raymond Van Empel (“**Mr. Van Empel**”). The address of the Acquiror is 33320 1st Avenue Mission, BC V2V 1G8.

2.2 *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

On December 10, 2021, the Acquiror completed a transaction through the facilities of the NEO by way of non-brokered private placement (the “**Transaction**”) to acquire the Debenture. The Debenture bears interest at a rate of 10% per annum payable annually in arrears and matures three years from the date of issue. The Debenture is convertible at any time at the option of the Acquiror into Common Shares of the Company at a conversion price of \$0.17 per Common Share for a total of 32,352,941 Common Shares.

Also, in connection with the Transaction, the Acquiror was issued Warrants to acquire up to 32,352,941 Common Shares at a price of \$0.17 per Common Share at any time up to 36 months following the closing of the Transaction. The Company may redeem the Debenture for cash at any time prior to the maturity date without bonus or penalty, at a redemption price equal to the principal amount plus accrued and unpaid interest, if any, provided that the Acquiror may elect to convert the Debenture into Common Shares prior to redemption. All securities issued in connection with the Transaction will be subject to a statutory hold period expiring in accordance with applicable securities legislation.

2.3 *State the names of any joint actors.*

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's security-holding percentage in the class of securities.*

See Items 2.2 above and 3.4 below.

3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.*

See Item 2.2 above.

3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

3.4 *State the designation and number or principal amount of securities and the acquiror's Security-holding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Immediately prior to the Transaction, Mr. Van Empel had beneficial ownership of, or control or direction over, an aggregate of 16,427,851 Common Shares representing approximately 6.3% of the issued and outstanding Common Shares on a non-diluted basis, and 24,030,591 Common Shares and other securities exercisable into Common Shares representing approximately 9.2% of the issued and outstanding Common Shares on a partially-diluted basis.

As a result of the Transaction, Mr. Van Empel has beneficial ownership of, or control or direction over, an aggregate of 16,427,851 Common Shares, which represents approximately 6.3% of the issued and outstanding Common Shares on a non-diluted basis, and 88,736,473 Common Shares and other securities exercisable into Common Shares representing approximately 25.4% of the issued and outstanding Common Shares on a partially-diluted basis

3.5 *State the designation and number or principal amount of securities and the acquiror's Security-holding percentage in the class of securities referred to in Item 3.4 over which*

(a) *the acquiror, either alone or together with any joint actors, has ownership and control,*

See item 3.4 above.

(b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*

Not applicable.

(c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

Not applicable.

3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's security-holdings.*

See Item 2.2 above.

3.7 *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

Not applicable.

Item 4 – Consideration Paid

4.1 *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

The Acquiror purchased the Debenture for C\$5.5 million.

4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

Not applicable.

4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;*
- (f) a material change in the reporting issuer's business or corporate structure;*
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;*
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*
- (j) a solicitation of proxies from securityholders;*
- (k) an action similar to any of those enumerated above.*

The Debenture was acquired for investment purposes. Mr. Van Empel may in the future take such actions in respect of his holdings in the Company as he may deem appropriate in light of the circumstances then existing, including the purchase of additional Common Shares or other securities of the Company through open market purchases or privately negotiated transactions or the sale of all or a portion of his holdings in the open market or in privately negotiated transactions to one or more purchasers, subject in each case to applicable securities laws.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option

arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

Item 7 – Change in material fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

The acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The undersigned, as the acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Signature: (Signed) "Raymond Van Empel"

Name: Raymond Van Empel

Date: December 14, 2021