

**THIS DEBT SETTLEMENT AGREEMENT** made as of the 9<sup>th</sup> day of December, 2022

**B E T W E E N:**

**MYDECINE INNOVATIONS GROUP INC.**, a corporation incorporated under the laws of the Province of British Columbia  
(hereinafter referred to as the **“Corporation”**)

**- AND -**

**PIONEER GARAGE LIMITED**, a corporation incorporated under the laws of the Province of British Columbia  
(hereinafter referred to as the **“Holder”**)

**WHEREAS** the Holder is the registered holder of a 10% convertible secured subordinated debenture (the **“Debenture”**) issued by the Corporation on December 10, 2021, for the principal amount of \$5,500,000 (the **“Principal Amount”**);

**AND WHEREAS** pursuant to the Debenture, the Corporation is to pay interest on the outstanding Principal Amount at the rate of 10% per annum, payable annually in arrears by the Corporation to the Holder, with the first such interest payment date being December 9, 2022 (the **“2022 Interest Payment”**);

**AND WHEREAS** the Corporation entered into a share exchange agreement with Pangenomic Health Inc. (**“Pangenomic”**) for the sale of the Corporation’s wholly owned subsidiary, Mindleap Health Inc., in exchange for the issuance of common shares in the capital of Pangenomic (the **“Share Exchange”**);

**AND WHEREAS** the parties hereto wish to settle the 2022 Interest Payment by the transfer to the Holder an aggregate of 2,750,000 common shares in the capital of Pangenomic (the **“Settlement Shares”**), to be distributed following the closing of the Share Exchange.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and for other good and valuable consideration, the parties hereto hereby covenant and agree each with the other as follows:

1. The Corporation acknowledges itself indebted to the Holder in the amount of the 2022 Interest Payment and the Holder acknowledges that it is owed the 2022 Interest Payment.
2. The Corporation shall transfer the Settlement Shares within three (3) business days following the closing of the Share Exchange. Upon receiving the Settlement Shares, the Holder shall hereby remise, release and forever discharge the Corporation from the Corporation obligation to pay the Holder the 2022 Interest Payment, said release to be in the form of Schedule “A” annexed hereto (the **“Release”**).
3. The Corporation hereby agrees that, in consideration of the above Release, it shall provide the Holder with the Settlement Shares to the Holder to settle the 2022 Interest Payment.
4. The parties hereto agree that the covenants contained herein shall be binding upon their respective


heirs, executors, administrators, successors and assigns.

5. This Agreement is made and entered into in the Province of British Columbia and shall be construed in accordance with the laws of that province and the federal laws applicable therein.
6. This Agreement supersede all prior negotiations, undertakings and agreements between the parties with respect to the subject matter hereof, and this Agreement shall constitute the entire agreement of the parties respecting the matters herein contained.
7. No amendment, modification, alteration, or waiver of the terms of this Agreement shall be binding unless made in writing and executed by the parties hereto or their successors or assigns.
8. This Agreement may be executed either by original, electronic or facsimile signature and may be executed by the parties in one or more counterparts, each of which when so executed and delivered shall be an original and such counterparts shall together constituted one and the same instrument.
9. The Holder hereby represents and warrants to the Corporation and acknowledges and agrees that the Holder had the opportunity to seek and was not prevented nor discouraged by the Corporation from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that the Holder did not avail itself of that opportunity prior to signing this Agreement, the Holder did so voluntarily without any undue pressure and agrees that its failure to obtain independent legal advice shall not be used by the Holder as a defence to the enforcement of its obligations under this Agreement.


*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**MYDECINE INNOVATIONS GROUP INC.**

DocuSigned by:  
  
C7DEEBA79DE14E5  
\_\_\_\_\_  
*Authorized Signatory*

**PIONEER GARAGE LIMITED**

  
\_\_\_\_\_  
*Authorized Signatory*

**SCHEDULE "A"**  
**RELEASE OF**  
**DEBT**

**TO: MYDECINE INNOVATIONS GROUP INC.**

**IN CONSIDERATION** for the receipt of the debt settlement in accordance with a Debt Settlement Agreement between the Corporation and Holder dated December 9, 2022 the undersigned hereby remises, releases and forever discharges the Corporation from its obligation to pay the 2022 Interest Payment and in consideration for the Settlement Shares the undersigned hereby forever releases, remits and discharges the Corporation from all rights, demands or claims of any kind whatsoever and howsoever arising which the undersigned may have or ever had against the Corporation or against their respective property in respect of the 2022 Interest Payment.

The undersigned hereby releases the Corporation from any duty to account to the undersigned for any sum of the 2022 Interest Payment.

Capitalized terms used in this release that are not otherwise defined in this release shall have the same meaning as ascribed to such term in the Debt Settlement Agreement to which this Schedule "A" relates.

**DATED** this \_\_\_ day of \_\_\_\_\_, 2022.

**SIGNED, SEALED AND DELIVERED**



**PIONEER GARAGE LIMITED**

Per:

  
\_\_\_\_\_  
*Authorized Signatory*