

**AMENDED AND RESTATED WAIVER AND CONSENT**

TO: Pioneer Garage Ltd. (the “**Holder**”)

DATE: Effective as of December 9, 2022, as amended and restated on March 4, 2023

RE: 10% Convertible Secured Subordinated Debenture dated December 9, 2021 (the “**Debenture**”)

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**WHEREAS:**

- A. Capitalized terms used but not defined in this Waiver and Consent will have the meanings given to them in the Debenture.
- B. Mydecine Innovations Group Inc. (the “**Company**”) has entered into a letter of intent with PanGenomic Health Inc. (“**PanGenomic**”) whereby the Company will sell all of the issued and outstanding shares of Mindleap Health Inc. (“**MindLeap**”), pursuant to a share exchange agreement which is expected to close in Q4, 2022 (the “**Transaction**”)
- C. Pursuant to the Debenture, the Holder holds a Security Interest over the Secured Property, which includes, for greater certainty MindLeap (and certain Assets (as defined below) held by MindLeap).
- D. Upon closing of the Transaction, MindLeap will no longer be a wholly-owned subsidiary of the Company and the Company will no longer own the intellectual property, intangible assets and other assets relating to the business of MindLeap (collectively, the “**Assets**”), and accordingly, in consideration for a one time payment, as outlined in section 2 below, the Company is seeking the consent of the Company to remove MindLeap as a portion of the Secured Property (the “**Security Changes**”).

**NOW THEREFORE:**

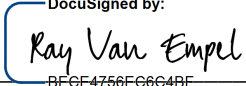
- 1. The Holder consents to the Transaction and the Security Changes and waives any rights or security interests (including the Security Interests) it may have under the Debenture relating to Mindleap.
- 2. In consideration for this Waiver and Consent, the Company agrees to pay to the Holder on or before May 3, 2023, a fee equal to:
  - a. 250,000 common shares in the capital of the Company; and
  - b. \$660,000 in cash in immediately available funds, to an account directed by the Holder.
- 3. In connection with the Transaction and Security Changes, the Holder agrees to amend any security interests held or filed under or in accordance with the Personal Property Security Act (*Ontario*), if applicable.
- 4. This Consent and Waiver shall constitute the entire agreement between the parties pertaining to the subject matter of this Consent and Waiver and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no warranties, representations, conditions or covenants, express or implied, relating to the subject matter subject matter of this Consent and Waiver except as specifically provided herein. No supplement, modification, waiver

or termination of this Consent and Waiver shall be binding unless executed in writing by the party to be bound thereby. Notwithstanding the foregoing, nothing herein shall be construed as amending the Debenture.

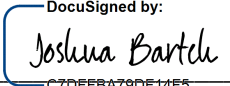
5. This Waiver and Consent may be executed in counterparts and such counterparts together shall constitute a single instrument, and may be executed and delivered by facsimile transmission or electronic mail (including in PDF format).

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**PIONEER GARAGE LTD.**

DocuSigned by:  
*Ray Van Empel*  
By:   
BE6E4758EC6C4BF...  
Name: Ray Van Empel  
Title: President

**MYDECINE INNOVATIONS GROUP INC.**

DocuSigned by:  
*Joshua Bartch*  
By:   
C7DFFBA79DF14F5...  
Name: Joshua Bartch  
Title: CEO