

## SHARE CANCELLATION AND WARRANT AGREEMENT

THIS AGREEMENT is dated as of May 6, 2020

BETWEEN:

**NEONMIND BIOSCIENCES INC.** a company duly incorporated under the laws of British Columbia, Canada with a head office at 200-1238 Homer Street, Vancouver, BC V6B 2Y5

(the “**Company**”)

AND:

**THE YIELD GROWTH CORP.** a company duly incorporated under the laws of British Columbia, Canada with a head office at 200-1238 Homer Street, Vancouver, BC V6B 2Y5

(the “**Shareholder**”)

### WHEREAS:

A. The Shareholder is the registered and beneficial owner of 120,001,000 Common Shares in the capital of the Company (the “**Shares**”); and

B. The Company and the Shareholder recognize that cancellation of 55,000,000 Shares in exchange for 55,000,000 warrants to purchase common shares in the capital of the Company at a price of \$0.20 for two years (the “**Warrants**”), is in the best interests of the Company and the Shareholder;

**NOW THEREFORE** in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Shareholder agree as follows:

### Surrender

1. The Shareholder shall surrender 55,000,000 Common Shares (the “**Surrendered Shares**”) to the treasury of the Company and deliver to the Company a Power of Attorney directing the Company’s transfer agent to return the Surrendered Shares to treasury.

### Retirement

2. The Company shall forthwith cancel the Surrendered Shares pursuant to Section 82-1(a) of the *British Columbia Business Corporations Act*.

### Representations and Warranties

3. The Shareholder represents and warrants to the Company that:

- (a) it is the owner of the Surrendered Shares;
- (b) it has good and marketable title to the Surrendered Shares; and

(c) the Surrendered Shares are free and clear of all liens, security interests or pledges of any kind whatsoever.

## **Warrants**

4. The Company shall issue the Shareholder 55,000,000 warrants to purchase common shares in the capital of the Company at a price of \$0.20 for a term of 2 years.

## **General**

5. Each party shall execute and deliver such further and other documents and do and perform such further and other acts as the other party may reasonably require to carry out and give effect to the terms and intentions of this Agreement.

6. Time is expressly declared to be of the essence in this Agreement.

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

8. This Agreement is not assignable without the prior written consent of the parties hereto.

9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same Agreement. The delivery of executed copies of this Agreement by fax shall constitute proper delivery, provided that originally executed counterparts are delivered to the parties within a reasonable time thereafter.

**IN WITNESS WHEREOF** the parties have executed this Agreement effective as of the day and year first written above.

## **NEONMIND BIOSCIENCES INC.**

Per: /s/ "Penny White"

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Authorized Signatory

## **THE YIELD GROWTH CORP.**

Per: /s/ "Yucai (Rick) Huang"

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Authorized Signatory