

## SHARE CANCELLATION AGREEMENT

THIS AGREEMENT is dated as of October 21, 2020.

BETWEEN:

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

AND:

**URBAN JUVE PROVISIONS INC.** a company duly incorporated under the laws of British Columbia, Canada with a head office at Suite 200 - 1238 Homer Street, Vancouver, BC V6B 2Y5 (the "**Shareholder**")

**WHEREAS:**

- A. The Shareholder is the registered and beneficial owner of 6,250,000 Common Shares in the capital of the Company (the "**Shares**"); and
- B. The Company and the Shareholder recognize that the cancellation of 937,500 Shares 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 transfer 937,500 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) of the *Business Corporations Act* (British Columbia).

### **Representations and Warranties**

3. The Shareholder represents and warrants to the Company that:
- (a) they are the owner of the Surrendered Shares;
  - (b) they have 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.

4. The Company has obtained legal advice concerning this Agreement and has requested that the Shareholder obtain independent legal advice with respect to same before executing this Agreement. In executing this Agreement, the Shareholder represents and warrants to the Company that they have been advised to obtain independent legal advice, and that prior to the execution of this Agreement they have obtained independent legal advice or has, in their discretion, knowingly and willingly elected not to do so.

### **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 email shall constitute proper delivery.

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

### **URBAN JUVE PROVISIONS INC.**

Per: */s/ "Penny White"*

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Authorized Signatory

### **NEONMIND BIOSCIENCES INC.**

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

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Authorized Signatory