

Agreement to Enter into Two Licenses

between

Fusion Power Corporation (FPC), Inc.

A California Corporation

and

NeuroMama, Ltd.

A Nevada Corporation

for two

FPC SPRFD Fusion Power Systems

to be constructed in Mexico

This agreement acknowledges the granting to NeuroMama, Ltd of two licenses to be issued through Global Ion Fusion Inc. a wholly owned subsidiary of the Fusion Power Corporation (FPC), to build two SPRFD fusion power generating systems in Mexico: (1) in Baja California. (2) servicing Mexico City and to receive 10% of EBIDTA from these SPRFD fusion power generating systems under the terms specified in Annex A attached to, and made part of, this agreement. It also records the acceptance by FPC and NeuroMama on the date of the affixed signatures of the terms in Annex A.

The parties fully recognize that the details of his agreement to issue a license is subject to the drafting of a legal contract acceptable to FPC legal council and the concurrence of the Board of Directors of the Fusion Power Corporation and NeuroMama Ltd. management, such document to be prepared by the parties prior to the authorization by NeuroMama to commence the site specific design.

The parties further agree that they are fully committed to the implementation of a SPRFD driven fusion power system and that they both understand that the licenses will grant to NeuroMama, or a consortium or JV formed under its direction to manage such activity, the right to use FPC's SPRFD technology to build two SPRFD fusion power generating systems in Mexico: (1) in Baja California. (2) servicing Mexico City and to receive 10% of EBIDTA from these SPRFD fusion power generating systems.

Upon signature the Licenses will be considered an asset of NeuroMama, or its assignee, and gives to that entity the legal right to use the FPC technology represented by the Single Pass Radio Frequency Driver (SPRFD) in the construction of two fusion power generating facilities. The FPC licensing rights for this technology have been passed to GIF, Inc, a wholly owned subsidiary of FPC incorporated in the State of Wyoming in the form of Contract the terms of which are to become an integral part of this agreement. Upon signature of this agreement GIF, Inc. will be directed by FPC to grant such license to NeuroMama in accordance with this Contract. This Contract calls for the certain responsibilities to be passed to the licensee by GIF, Inc and includes the use of FPC as a design consultant for every site where an SPRFD system is to be installed. FPC's role as a design consultant will be to modify the design of its Basic SPRFD Fusion Power system design to be compatible with the site specific conditions and to the configuration that these conditions and the end product stream will place on the design. The Contract also calls for a 10 percent ownership by FPC (without cost to FPC) in any facility constructed using the FPC owned technology.

The parties recognize that this agreement has been formulated and executed with a specific time deadline in mind and that it may contain clauses or phrases that will need to be expanded or modified

during legal review by our respective corporate attorneys. Nevertheless, the terms of the attached Annex A and the conditions expressed in the contract between FPC and GIF, Inc shall be the conditions to which both parties have agreed and any changes needed during legal review shall be in accord with these controlling documents.

As evidence of its commitment to carry forward with this major undertaking, NeuroMama, Ltd. agrees to purchase at least 100,000 shares of FPC common stock at a purchase price of US\$2.00 per share upon signature of this document, and to pay for these shares upon availability of funds. NeuroMama, upon its written direction to FPC to initiate site specific design activities also agrees to make other payments as specified in the Annex A and the Contract and recognizes that should such payments not be made in a timely way, that it shall forfeit its right of ownership of the license to the technology.

FPC obligations under this agreement are to diligently pursue the design and design validation efforts necessary to permit the construction of a system that will deliver up to 100 Gigajoules of energy from a series of reaction chambers using the SPRFD system. It is currently estimated that a system can be operational in 7 to 8 years of time provided that there are no problems encountered in permitting, financing, and construction.

Upon completion of the construction of a working system, FPC shall be responsible for repayment of the amounts loaned to it during the design and construction period. This loan shall only have recourse to 10 percent of the FPC portion of income stream generated by the SPRFD system. FPC will also be paid a bonus in the amount of its loan from NeuroMama, or the entity assigned the license, upon completion of an operating system.

In recognition of the commitments expressed herein, NeuroMama and FPC hereby subscribe to this agreement and warrant that it is each of their intentions to diligently pursue the joint development of fusion power systems.

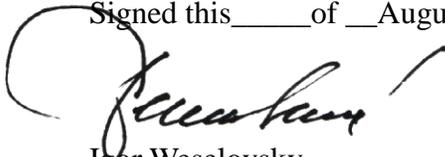
Signed this 2 of August 2014.

Charles E. Helsley

Charles E. Helsley
President
Fusion Power Corporation

and

Signed this of August 2014.



Igor Weselovsky
President and CEO
Neuromama, Ltd.

Annex A of Agreement to Enter into a License

Other than the Purchase of FPC common stock there shall be no exchange of funds at the time of signing.

Upon written authorization by Neuromama, or its Assignees, to proceed with a site specific design three actions will be triggered:

1. The payment of an annual license fee of \$100,000 until construction begins, \$1,000,000 annually once construction begins, and once the system begins delivering power this annual fee shall increase to \$50,000,000 or 4 percent of gross sales whichever is greater. These payments shall be in addition to any income due FPC by right of its 10 percent ownership in the facility.
2. The initiation of a site specific design and project oversight contract between FPC and NeuroMama, or its assignee. The cost of this contract shall be subject to negotiation but shall be no less than \$1,000,000 annually and may be as much as \$20,000,000 annually depending upon the level of effort required to oversee the construction of the driver system. Oversight by FPC is required because of the incorporation of FPC proprietary design elements (our IP) in the detailed design and workmanship issues, and use of appropriate materials, is critical to the performance of the driver.
3. A loan of funds to FPC to assist in FPC internal funding its design effort. This loan, which may exceed \$100,000,000 will be repaid by FPC from its share of the income once the system is operational. The funding schedule for this loan will be formulated at the time Neuromama provides FPC with written authorization to proceed with the site specific design.