

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "**Amending Agreement**") is made this 30th day of May, 2021,

BETWEEN:

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

("Licensor")

AND:

KOMO PLANT BASED COMFORT FOODS INC., a company incorporated under the laws of British Columbia with an address of Suite 200 – 1238 Homer Street, Vancouver, BC V6B 2Y5

("Licensee")

(each a "**Party**", together, the "**Parties**")

WHEREAS:

- A. The Parties entered into a License Agreement dated February 20, 2020 (the "**Agreement**") pursuant to which Licensor granted Licensee a non-exclusive, non-transferable, non-assignable, non-royalty bearing license to all Proprietary Technology, including a license to all Intellectual Property Rights therein, limited to the Field and Territory;
- B. Capitalized terms not defined herein shall have the meanings given to such terms in the Agreement; and
- C. The parties wish to amend the terms of the Agreement as set out below;

NOW, the parties agree as follows:

1. CAPITALIZED TERMS

In this Amending Agreement, unless otherwise defined or the context otherwise requires, all capitalized terms shall have the meanings specified in the Agreement.

2. TO BE READ WITH ORIGINAL AGREEMENT

This Amending Agreement is an amendment to the Agreement. Unless the context of this Amending Agreement otherwise requires, the Agreement and this Amending Agreement shall be read together and shall have the effect as if the provisions of each of the Agreement and this Amending Agreement were contained in one agreement.

3. AMENDMENT TO PARAGRAPH 4.2.

Paragraph 4.2 of the Agreement is amended and restated in full as follows:

“4.2 For the consideration payable as 1,250,000 common shares of Licensee (the “**Shares**”), the Shares shall be issued at the Closing immediately after the Technology is disclosed by Licensee. The Shares shall be subject to escrow pursuant to NP 46-201 and released as follows:

<u>Date Shares Released</u>	<u>% Released</u>
May 31, 2021	10% of the remaining escrow Shares
June 30, 2021	10% of the remaining escrow Shares
July 31, 2021	10% of the remaining escrow Shares
August 31, 2021	10% of the remaining escrow Shares
September 30, 2021	25% of the remaining escrow Shares
October 31, 2021	25% of the remaining escrow Shares
November 30, 2021	The remaining escrow Shares

Licensor will enter into a separate written escrow agreement for this purpose as requested by Licensee.”

4. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which shall together constitute one and the same instrument.

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5. GOVERNING LAW

The Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF this Agreement has been signed by and on behalf of the parties on the date first written above.

NEONMIND BIOSCIENCES INC.

Per:

/s/ "Penny White"

Authorized Signatory

**KOMO PLANT BASED COMFORT FOODS
INC.**

Per:

/s/ "William White"

Authorized Signatory